

ACCESS POLICY

The following sets forth the policy of Southwestern Fair Commission, Inc., an Arizona non-profit corporation ("SWFC"), with respect to access to the Fairgrounds and surrounding properties managed by SWFC ("Property").

During the annual Pima County Fair ("Fair"), large portions of the Property beyond the security checkpoint and admissions area are reserved for Fair events ("Fair Event Area"). Individuals or organizations requesting use of, or attempting to use, the Fair Event Area for distribution of materials, solicitation or other advocacy for social, cultural, political, religious or other ideological purposes during the Fair shall be treated the same as other individuals and organizations seeking use of the Fair Event Area during the Fair. SWFC requires that the requesting party secure a use agreement, pay all expenses associated with the use agreement and otherwise required for use of the Fair Event Area, including the provision of required insurance. All use in the Fair Event Area shall be in compliance with the terms of the use agreement, which shall include the permitted areas of use. During the Fair, SWFC may make available to individuals or organizations requesting access for distribution of materials, solicitation or other advocacy for social, cultural, political, religious or other ideological purposes a designated area outside of the Fair Event Area to the extent reasonably practicable.

Individuals or organizations requesting access to portions of the Property for distribution of materials, solicitation or other advocacy for social, cultural, political, religious or other ideological purposes at times other than during the annual Pima County Fair may be provided access to the Property to the extent reasonably practicable. SWFC's primary concern with respect to all uses of the Property is to protect the health, safety and welfare of all persons and to allow for the orderly conduct of all activities on the Property. Therefore, in light of these concerns, open access to the Property will not be provided and SWFC may place individuals and organizations, including persons seeking signatures or distributing materials, in an area designated by SWFC, which location will take into account concurrent uses of the Property.

Parking areas are restricted for vehicular parking and pedestrian ingress/egress necessary to travel from and to a vehicle. No distribution of materials, placing materials on vehicle windshields or other activities are permitted in any parking area.

Any distribution of materials shall be limited to distribution in the designated area to persons interested in receiving the materials. Under no circumstances may individuals or organizations leave materials at any location on the Property.

As a condition to any use of the Property, all users agree to follow the instructions of SWFC and its agents so as not to interfere with the orderly ingress/egress of other Property users and further agree to follow all rules related to use of the Property as may be conveyed from time to time. Individuals and organizations who fail to comply with any portion of this policy, other SWFC rules and policies, or instructions from SWFC and its agents will be asked to leave the Property.

Nothing in this policy is intended to, or shall be interpreted as, an acknowledgment that SWFC is legally required to provide access for distribution of materials, solicitation or other advocacy for social, cultural, political, religious or other ideological purposes. Rather, it is SWFC's intent to allow access in accordance with this policy provided that all users adhere to this policy, act in a courteous and professional manner at all times and follow the directions of SWFC and its agents.

SWFC has no responsibility whatsoever for any injury, damage or liability arising out of use of the Property in accordance with this policy. As a condition to use of the Property, each user, whether an individual or an organization, warrants and agrees to indemnify, hold harmless and release SWFC and Pima County and all officers, employees, committees, exhibitors, lessees, members, agents, patrons or spectators of either of them, from all injuries, damages, liabilities, costs or expenses arising out of or related to access to and use of the Property.