

AUGUST 15-19, 2018



## BROWN COUNTY FAIR

FOOD VENDOR

RULES

AND

REGULATIONS

### **NOTICE TO ALL FOOD VENDORS:**

By signing the 2018 Brown County Fair Food Vendor's Contract, you are hereby acknowledging that you have **read and agree** to all stated rules and regulations of the Brown County Fair Association. Violation or non-compliance of these rules will result in the Brown County Fair Association's decision to request your immediate removal from the fairgrounds. Such removal will result in the loss of the vendor's \$200 deposit, and may result in your inability to return in future years.

# A NOTE TO ALL FOOD VENDORS

Please read all of the contents of this booklet. The Brown County Fair Association made some changes in the Rules and Regulations this year. You are expected to be aware of these changes and comply with them. Please take the time to update yourself on the Rules and Regulations of the Brown County Fair. You will be held accountable for all rules in this booklet.

## **Below is contact information for the Brown County Fair:**

**Food Vendor Coordinator:** Vickie Van Deurzen

**Mailing Address:** P.O. Box 472  
De Pere, Wi. 54115

**Telephone:** (920) 680-6922

**Email:** vickievandeurzen@browncountyfair.com

**Fairgrounds Location:** 1500 Fort Howard Ave  
De Pere, WI 54115

**Fair Telephone:** (920) 336-7292

**Fair Email:** info@browncountyfair.com,

**Fair Website:** www.browncountyfair.com

## TABLE OF CONTENTS

<b>Admission Tickets</b>	<b>8</b>
<b>Beverages</b>	<b>6</b>
<b>Commissions</b>	<b>7</b>
<b>Electricity</b>	<b>8</b>
<b>Equipment Rental</b>	<b>6</b>
<b>Food Vendor Responsibility</b>	<b>6</b>
<b>Hours of Operation</b>	<b>5</b>
<b>Garbage</b>	<b>7</b>
<b>Liability</b>	<b>4</b>
<b>Licenses and Permits</b>	<b>4</b>
<b>Loss and Damage</b>	<b>5</b>
<b>Overnight Stay Fee</b>	<b>8</b>
<b>Selection/Space</b>	<b>5</b>
<b>Service Vehicles/Golf Carts</b>	<b>7</b>
<b>Set Up Times</b>	<b>7</b>
<b>Tear Down Times</b>	<b>7</b>
<b>Tents</b>	<b>8</b>

## **LIABILITY**

1. The lessee shall not assign this lease or sublet said space, or any portion thereof for any purpose whatsoever, without the previous written consent of the Brown County Fair Association, and any violation of this rule shall forfeit this lease and the privilege sold by this contract.

2. The Brown County Fair Association shall not be responsible for any negligence or unlawful acts of the lessee or lessee's agents or employees. The Brown County Fair Association shall not be liable for any injuries, damages, claims, losses, or liabilities suffered or incurred by lessee or lessee's agents or employees while on the fairgrounds, and lessee agrees to hold the Brown County Fair Association harmless therefrom. Lessee agrees to indemnify the Brown County Fair Association from any and all liability; loss or damage the Brown County Fair Association may suffer as a result of claims, demands, costs or judgments against it arising out of the actions of lessee or lessee's agents or employees. **A copy of lessee's certificate of liability insurance naming the BROWN COUNTY FAIR ASSOCIATION as "additional insured" with the address of P.O.Box 472 De Pere, Wi. 54115 for the dates of the Brown County Fair, August 15-19, 2018, must be on file in the Brown County Fair Office.**

## **LICENSE AND PERMITS**

1. It will be the responsibility of each food vendor to obtain the proper food and beverage licenses and to comply with all state and local health regulations and fire prevention codes.

2. **All** food stands selling beer will be required to have a "licensed" bartender on site **all** hours of serving time. The person must be licensed by the City of De Pere. Random checks will be conducted asking for the "licensed" bartender. Non-compliance to this rule could result in not being allowed back at the Brown County Fair in the future.

3. The state of Wisconsin requires that each food vendor must furnish a completed Wisconsin Temporary Event Operator and Sellers Information Form. Vendor must also provide a current certificate of insurance as per the following schedule:

- Commercial General Liability Coverage – "Occurrence Basis". Limits not less than \$1,000,000 per occurrence/aggregate. Coverage must include Products and Completed Operations, Contractual Liability, and Independent Contractor coverage.

4. The Certificate of Insurance should name the Brown County Fair Association as an additional insured covering the dates of the fair, set up, and tear down dates – August 15-19-2018. These items must be received by the Food Vendor Coordinator prior to set up. **If the Brown County Fair Association does not have these forms, you will not be allowed to set up.**

## LOSS OR DAMAGE

1. The Brown County Fair Association shall not be responsible for any loss or damage suffered by vendor or his/her employees or guests from any act of theft, vandalism, accidental injury, or act of God.

## SELECTION/SPACE

1. The Brown County Fair Association reserves the right to assign food booth locations.
2. The measurement for space should be the total length and width for everything you have in your space. It includes space needed for tent (remember to add 5 feet minimum on each side for lines if tent is rented from Brown County Fair Association), trailer **including** hitch, awnings and anything else sticking out of the sides of trailer, cooking area, refrigerated trailers, awnings, overhangs, etc.
3. Please indicate if you serve out of a certain end or side of your space. Unless you are renting a tent from the Brown County Fair Association, **we require that you send a picture of your unit fully set up.** This will help insure that we can serve your best interests.
4. The Brown County Fair Association reserves the right to limit the size of your space. If the Brown County Fair Association determines your space request needs to be altered, you will be contacted prior to the Brown County Fair.
5. The Brown County Fair Association reserves the right to select food vendors each year. **If you are selected as a food vendor one year, you are not guaranteed selection the next year.**
6. All food vendors will be asked to provide three (3) references including contact name and phone number(s).
7. The Brown County Fair Association reserves the right to cancel or deny any application by refunding the deposit. The only refund of deposit will be for denial or cancellation of the application. Checks returned with NSF will automatically cancel application.
8. All checks returned "NSF" will be assessed a minimum fee of \$50.00.

## HOURS OF OPERATION

1. Food stand hours are as follows:
  - Wednesday Noon to 11:00 p.m. (Beer sales will end at 10:30 p.m.)
  - Thursday 10:00 a.m. to 11:00 p.m. (Beer sales will end at 10:30 p.m.)
  - Friday 10:00 a.m. to Midnight (Beer sales will end at 11:30 p.m.)
  - Saturday 10:00 a.m. to Midnight (Beer sales will end at 11:30 p.m.)
  - Sunday 9:00 a.m. to 6:00 p.m.
2. In fairness to all exhibitors and the public, all food stands should be staffed during the above noted hours. **Unstaffed booths during these hours will result in the loss of the vendor's \$200 deposit.**

3. No tear down of stands will be allowed before 6:00 p.m. on Sunday, August 19, 2018. **Failure to comply with this rule WILL result in the loss of the vendor's \$200 deposit.**
4. All stands must be torn down by Noon on Monday, August 20, 2018.
5. Your deposit checks will be cashed upon application acceptance. A refund check will be issued by the Brown County Fair Association and mailed to vendor after all bills are satisfied, and the vendor has been in compliance with the Rules and Regulations of the Brown County Fair.
6. Your cooperation in following these rules will be appreciated to insure a good time for everyone.

## **BEVERAGES**

1. The Brown County Fair Association has an exclusive beverage supplier for all soft drinks, water, and alcoholic beverages. All vendors must be aware of this policy when signing the contract.
2. Beverage prices will be set by the Brown County Fair Association. The prices for 2018 will be as follows:
  - Soda and water will sell for \$2.00 per 20oz bottle
  - Beer will sell for \$3.00 (regular beers) and \$4.00 (specialty brands)

## **FOOD VENDOR RESPONSIBILITY**

1. Each food vendor will be responsible for cleaning their food stand and the grounds under and immediately surrounding the stand during the entire Brown County Fair. If an area is not maintained, a cleaning crew will be hired and appropriate fees will be charged to the food vendor. The Brown County Fair Association will supply garbage bags to each stand and will pick up the garbage during the day.
2. Each food vendor agrees to pay any separate charges for ice, tents, countertops, tanks, coolers on wheels, glass front coolers, trailers, beverages, etc. but not limited to items that are furnished by the Brown County Fair Association to the vendor.
3. The food vendor shall not interfere with any other vendors by activity beyond the spaces rented or by nuisances such as excessive volume on a public address system, musical instruments, etc. Food and beverages are to be sold from the vendor's stand. No strolling around the grounds to sell items is allowed.
4. No free items or coupons can be given out without prior consent of the Brown County Fair Association.
5. **All food vendors are responsible to take any used oils/grease with them at the close of the fair.**

## **EQUIPMENT RENTAL**

1. If food vendor wants tents, tent sides, counters, water tanks, utility fee, coolers on wheels/glass front or refrigerated trailers to be provided by the Brown County Fair Association, **they must indicate this and order these items with their signed contract.**
2. No special services in connection with setting up or decorating the stand can be provided by the Brown County Fair Association. All exhibits, including chairs, tables, furniture, equipment, water hoses, and other display material must be provided and installed by the vendor.

## SERVICE VEHICLES/GOLF CARTS

1. **Only vehicles that are absolutely needed to hold inventory will be allowed to remain in the designated area during normal operating hours. There will be a space off of the midway grounds designated by the Fair Office. Any units parked outside the designated area will be removed.**
2. Storage trailers with refrigerators/freezers must have contact name and phone number on the back door for emergencies. Availability will be on a first come basis depending on space in designated area.
3. Vehicles used for overnight accommodations will be allowed only in the designated camping area on the fairground, and will be assessed an overnight fee equal to that charged in our overnight stay area.
4. No vehicles, including golf carts or any type of ATV, except for those listed in number 1 will be allowed on the grounds after 9:00 a.m. daily, unless they have prior approval from the Brown County Fair Association. Vendors can stock/load booths/areas by driving onto the grounds between 12:00 a.m. and 9:00 a.m.

## GARBAGE

1. Garbage will be picked up throughout the day by a grounds crew.
2. The Brown County Fair Association is going “green” with recycling. Containers are available for trash, aluminum cans, and plastic. We also ask that you keep all cardboard and shipping materials separate from other trash.
3. The fee for this service is included in the \$150.00 Utility Fee paid by each vendor.

## SET UP TIMES

1. Food vendors may set up between the hours of 10:00 a.m. and 6:00 p.m. on Monday, August 13, 2018, and Tuesday, August 14, 2018, or on Wednesday morning, August 15, 2018, between 7:00 a.m. and 11:00 a.m. Food concessions should be up and ready for state inspection by 11:00 a.m. on Wednesday, . All stands **must be set up and ready** to open for business by noon on Wednesday, August 15, 2018.

## TEAR DOWN TIME

1. All food stands must remain fully set up and operating from noon on Wednesday, August 15, 2018 until 6:00 p.m. on Sunday, August 19, 2018. **Failure to comply with this rule will result in the forfeiture of your \$200 deposit fee.**

## COMMISSION

1. All food vendors will pay 20% (twenty percent) of their gross receipts to the Brown County Fair Association.
2. Food vendors are required to reconcile with the Fair Treasurer by noon on Thursday, Friday and Saturday.
3. All vendors must reconcile and pay their bills with the Treasurer before leaving the fairgrounds on Sunday, August 19, 2018.

4. After accounts have been reconciled and all bills are paid, the \$200 deposit fee will be returned if in compliance with all rules and regulations. This will be returned by mail.

## TENTS

1. Tents are available to rent from the Brown County Fair Association. You will be billed for this later.

Available tent sizes and prices are as follows:

10 X 10	\$135.00	30 X 30	\$260.00
15 X 15	\$145.00	30 X 45	\$395.00
15 X 20	\$155.00	30 X 60	\$565.00
20 X 20	\$170.00		
20 X 30	\$210.00	Sides (40 ft. section)	\$10.00 per section
20 X 40	\$230.00		

## OVERNIGHT STAY FEE

1. A fee of \$90.00 will be charged for staying overnight on the fairgrounds. If camping fee is not on the contract with payment, the fee will be \$180.00.
2. The overnight stay will be from Tuesday, August 14, 2018 through Sunday, August 19, 2018.
3. Overnight stay space is very limited and spaces will be assigned. There is no guarantee of electricity or utilities.
4. If electricity and utilities are available, the Brown County Fair Association has the right to limit the use.
5. No open flames or fire pits are allowed in the overnight stay area.

## ADMISSION TICKETS

1. Each Food Vendor will receive (2) two free weekly passes, with the option to purchase additional weekly passes for \$15 per pass, or the option to purchase daily passes at **\$6.00** each. The Brown County Fair Association reserves the right to limit the number of weekly and daily passes. These passes **DO NOT** include amusement rides.
2. The additional passes can only be purchase until **NOON** on Wednesday, August 15, 2018. After **NOON** the gate admission prices will be charged. No one will be allowed to enter the Brown County Fair **without a ticket or wristband.**

## ELECTRICITY

1. Each food vendor **must** complete the “Food Vendor Electrical Needs Form”. This form will help plan all electrical needs. If this information is **not** listed on the form, **NO** electricity will be provided.
2. **The Brown County Fair Association reserves the right to limit the number of outlets.**
3. **All** electrical cords must be certified electrical cords. Cords must be a minimum of 14 gauge with ground plugs. **If cords do not meet these requirements, set up will be stopped until this requirement is met.**