



# BROWN COUNTY FAIR

AUGUST 14 – 18, 2019

**COMMERCIAL EXHIBITOR**

**RULES**

**AND**

**REGULATIONS**

## **NOTICE TO ALL COMMERCIAL EXHIBITORS:**

By signing the 2019 Brown County Fair Commercial Exhibitor'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 exhibitor's deposit, and may result in your inability to return in future years.

# A NOTE TO ALL COMMERCIAL EXHIBITORS

Please read all of the contents of this booklet. The Brown County Fair Association, Inc. 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:**

<b>Commercial Exhibits Coordinator:</b>	Vickie Van Deurzen
<b>Mailing Address:</b>	P.O. Box 472 De Pere, Wi. 54115
<b>Telephone:</b>	(920)680-6922
<b>Email:</b>	vickievandeurzen@browncountyfair.com
<b>Fairgrounds Location:</b>	1500 Fort Howard Ave De Pere, WI 54115
<b>Fair Telephone:</b>	(920) 336-7292
<b>Fair Email:</b>	info@browncountyfair.com
<b>Fair Website:</b>	www.browncountyfair.com

## **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, Inc. and any violation of this rule shall forfeit this lease and the privilege sold by this contract.

2. The Brown County Fair Association, Inc shall not be responsible for any negligence or unlawful acts of the lessee or lessee's agents or employees. The Brown County Fair Association, Inc. 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, Inc. from any and all liability; loss or damage the Brown County Fair Association, Inc. 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 liability insurance naming the BROWN COUNTY FAIR ASSOCIATION, INC. as "additional insured" with the address of P.O. Box 472 De Pere, Wi. 54115 must include the dates August 14-18, 2019 for the Brown County Fair and must be on file in the Brown County Fair Office prior to setting up.**

## **DEFAULT**

1. Default in the payment of any portion of the written specified consideration when the same shall fall due shall give the Brown County Fair Association, Inc. the right with or without notice to take possession of the same and to re-rent said space and resell said privilege and all sums paid under the lease together with all rights under this contract shall, under re-entry become forfeited to the Brown County Fair Association, Inc..

2. Upon approval of the contract agreement, there will be **NO REFUNDS** of exhibit fees. All fees will be refunded to those applicants whose contract agreement has not been approved.

## **INSURANCE, LICENSE AND PERMITS**

1. It will be the responsibility of each commercial exhibitor to comply with all state and local health regulations and fire prevention codes. (Requirements on following 2 pages for City of De Pere Fire Department)

2. Each commercial exhibitor must furnish a completed Wisconsin Temporary Event Operator and Sellers Information Form. This form is required by the State of Wisconsin. Exhibitor 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.

The Certificate of Insurance should name the Brown County Fair Association, Inc. as an additional insured covering the dates of the fair, set up, and tear down dates – Monday, August 12 to Monday, August 19, 2019. **These items must be turned in to the Fair Vendor Coordinator prior to set up. If the Brown County Fair Association, Inc. does not have these forms, you will not be allowed to set up.**

# CITY OF DE PERE

## Fire Rescue Department

400 Lewis Street

De Pere, WI 54115-2717

(920) 339-4091

Fax. No: (920) 403-7883

E-mail: dpfire@mail.de-pere.org



Dear Commercial Vendor,

The City of De Pere and the State of Wisconsin have adopted a fire prevention code that has increased requirements for those who may be cooking at assembly events.

De Pere Fire Rescue will be enforcing these more stringent regulations on the vendors at any assembly function. We would like to recommend you review the following to assure that your operation will be allowed to continue during the event.

- 1) **Tents or Canopies** shall comply with *NFPA 1, 25.2 Tents*.
  - a. Adjacent tents shall be spaced to provide an area to be used as a means of emergency egress. There shall be a minimum of 10' between stake lines. A ten-foot clear width access must be provided as a corridor between rows of stands and at the ends. This dimension is in addition to any guy ropes and other protrusions into this space. Corridor rows must be arranged so as to provide a clear path to the means of egress. The layout is subject to the approval of the fire department. (NFPA 1, 25.2.3)
  - b. Tent stakes adjacent to any means of egress from any tent open to the public shall be railed off, capped, or covered so as not to present a hazard to the public. (NFPA 1, 25.1.3.3)
  - c. Any tent, canopy, or air-supported structure must be adequately roped, braced, and anchored to withstand the elements of weather. (NFPA 1, 25.2)
  - d. All tents must be properly labeled. **ALL** tents must be certified fire resistive (not just flame retardant), this includes any side curtains. Any fabric or other product not approved for use **may not be used**. (NFPA 1, 25.2.2.1)
  - e. Tent sides must provide proper egress from 2 sides. (NFPA 1, 25.1.3)



**2) Fire Hazards**

- a. No combustible products such as hay, straw, shavings, or corrugated board (cardboard) may be located within the fabric enclosure. All combustible materials that could create a fire hazard must be kept at least 10' from the structure. (NFPA 1, 25.1.5)
- b. Smoking shall not be permitted in any tent. Appropriate signage shall be posted. (NFPA 1, 25.2.4.2.1)

**3) Cooking Area**

- a. Food may not be cooked within 10' of a fabric assembly area where customers are seated to consume the food or watch entertainment. A 10' separation must be maintained between cooking equipment and other structures. This separation must consist of a 10' break between the fabric-covered areas. (NFPA 1, 25.2)
- b. No heating equipment may be closer than 5' to the side curtains.

**4) Electrical Cords (NFPA 1, 25.1.9)**

- a. All electrical cords must be listed and approved for use.
- b. All electrical cords must be in good condition and may not be spliced, extended beyond manufactured length, or multiplied beyond the current carrying capacity.
- c. Electrical cords should be secured so they do not constitute a tripping hazard.
- d. Generators must be properly grounded and at least 10' from any tents.

**5) Fire Extinguishers (NFPA 1, 25.2.5)**

- a. Any tent cooking or heating will be required to have a minimum of one 2A-10 B, C (approximately 5-pound) ABC dry chemical fire extinguisher.
- b. Any vendor using a deep fat fryer (over 1" of oil) must provide a type 'K' extinguisher.
- c. Extinguishers must have the receipt affixed to the back or be tagged for service within the past year. Vendors with heating equipment and a deep fat fryer are required to have an extinguisher for each type of cooking.
- d. Any vehicle using power and serving a product must have an above rated ABC fire extinguisher.

**6) Flammable Liquids and Gases (NFPA 1, 25.1.4)**

**Pressurized cylinders,**

- a. Any pressurized cylinders must be securely fastened in such a way that there is no possibility of tipping them over. (This includes all CO<sub>2</sub> and LPG tanks over 25#.)
- b. Propane tanks must be 5' from any tent, this includes adjacent tents. Propane cylinders may not encroach on the area between the cooking tent and the seating areas. Hoses may need to be longer depending on equipment placement of equipment within the tent.

**Gasoline containers,**

- a. Must have the proper covers and caps.
- b. Containers and vehicles must be at least 50' from any open flame devices

We would like to once again commend you for your commitment to safety and wish you success in this event. We are happy to assist you in assuring a safe event in any way possible. Should you have any questions or concerns please feel free to call me at any time at 920-339-4090.

Sincerely,  
Alan Matzke (Fire Chief)

## **LOSS OR DAMAGE**

1. The Brown County Fair Association, Inc. 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.

## **CONTRACTS**

1. Upon acceptance from the Brown County Fair Association, Inc. vendor will receive a confirmation via Email/Mail. After approval of the contract agreement, there will be **NO** refunds of booth rental fee and electricity fees.

2. Contracts that are not approved will be returned to exhibitor along with fees submitted.

3. Political/campaign organizations are prohibited from handing out yard signs of any kind, as well as walking/roaming the fairgrounds handling out campaign material.

4. Political/campaign materials **MUST** remain confined to that particular party's assigned booth space.

5. In case the Brown County Fair Association, Inc. shall give notice to vacate the premises under this contract, the lessee agrees to surrender possession on demand and waives all damages and claims on account of such eviction.

## **SELECTION/SPACE**

1. The Brown County Fair Association, Inc. reserves the right to assign commercial 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, trailer (**including** hitch, awnings and anything else protruding out of the sides/ends of trailer), awnings, overhangs, etc. Owners and employees are required to remain in these measurements.

3. The Brown County Fair Association, Inc. reserves the right to limit the size of your space. If the Brown County Fair Association, Inc. determines your space request needs to be altered, you will be contacted prior to the Brown County Fair

4. The Brown County Fair Association, Inc. reserves the right to select commercial exhibitors each year. If you are selected as a commercial exhibitor one year, you are not guaranteed selection the next year.

5. The Brown County Fair Association, Inc. reserves the right to cancel or deny any application. Checks returned with NSF will automatically cancel application.

6. All checks returned "NSF" will be assessed a minimum fee of \$50.00.

7. Smoking is **not** allowed in the Commercial Building or near the entrance/exit doors.

8. All commercial exhibitors must be in place and ready for business by 12:00 noon on Wednesday, August 14, 2019 and must remain **intact** until **6:00** p.m. on Sunday, August 18, 2019. Commercial exhibitors taking down their booth before 6:00 p.m. on Sunday, August 18, 2019, **WILL NOT HAVE SECURITY DEPOSIT REFUNDED.**

9. Demonstrating and distributing of material must be confined to the limits of your rented space. Commercial exhibitors will not be permitted to roam the building or grounds selling merchandise or distributing flyers/coupons/ads.

10. Displays should not obstruct neighboring displays. Aisles and pedestrian walkways on the fairgrounds must not be obstructed in any way.

11. Each commercial exhibitor will limit activities and sound to their specific booth space as not to disturb adjoining exhibitors.

## **PETS/ANIMALS**

1. **NO** animals/pets will be permitted in the Commercial Exhibits Building or the adjacent areas. The only exception to this will be service animals and security dogs accompanying security personnel.

## **HOURS OF OPERATION**

1. Commercial exhibit hours are as follows:

### **Indoor Booths:**

- Wednesday Noon to 9:00 p.m.
- Thursday 9:00 a.m. to 9:00 p.m.
- Friday 9:00 a.m. to 10:00 p.m.
- Saturday 9:00 a.m. to 10:00 p.m.
- Sunday 9:00 a.m. to 6:00 p.m.

### **Outdoor Booths:**

- Wednesday Noon to 9:00 p.m.
- Thursday 9:00 a.m. to 9:00 p.m.
- Friday 9:00 a.m. to 10:00 p.m.
- Saturday 9:00 a.m. to 10:00 p.m.
- Sunday 9:00 a.m. to 6:00 p.m.

2. During required hours of operation, all exhibits must remain open for business, be fully set up and make every attempt to staff your area. All vendors are expected to convey a professional behavior and dress appropriately. Vendors are not allowed to have beer or alcoholic beverages in their booths during hours of operation. Violation of any part of these requirements without prior approval may result in removal from location and rental fees. Such removal may result in your inability to return in future years.

3. The fairgrounds has minimal lighting. **All outside vendors** need to provide their own lights for their space.

4. Most outside booths are located on asphalt. Please keep this in mind for set up of your tents/displays.

5. Vendors may not exhibit or sell any product, commodity or merchandise that has not been listed on the contract and approved by the Brown County Fair Association, Inc.

6. No tear down of booths will be allowed before 6:00 p.m. on Sunday, August 18, 2019. Failure to comply with this rule will result **in the loss of security deposit.**

7. All booths/exhibits must be torn down by 12:00 noon on Monday, August 20, 2019.

8. Your cooperation in following these rules will be appreciated to insure a good time for everyone.

## **BEVERAGES**

1. The Brown County Fair Association, Inc. has exclusive beverage suppliers. No sale of beverage allowed without prior approval.

2. Free water or lemonade can be distributed in 6 oz. or 8 oz. paper or plastic cups. No **free bottles** of water can be distributed.

3. All commercial exhibitors agree not to sell any liquor (no liquor allowed on the fairgrounds).

## **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. This area will be away from the Commercial Building. Vehicles used for overnight accommodations will be allowed only in the designated camping area on the fairgrounds, and will be assessed an overnight fee equal to that charged in our overnight stay area.

2. No vehicles, including golf carts or any type of ATV, except for those listed in item 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, Inc.

## **GARBAGE**

1. Garbage will be picked up throughout the day by a grounds crew.

2. The Brown County Fair Association, Inc. 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 the trash.

## **SET UP TIMES**

1. Commercial exhibitors may set up between the hours of 10:00 a.m. and 6:00 p.m. on Tuesday, August 13, 2019, or on Wednesday morning, August 14, 2019, between 7:00 a.m. and 11:00 a.m. Commercial exhibitors **must be set up and ready** to open for business by noon on Wednesday, August 14, 2019.

## **TEAR DOWN TIME**

1. All commercial exhibitors must remain fully set up and operating until 6:00 p.m. on Sunday, August 18, 2019. Failure to comply with this rule will result in **the loss of security deposit.**

## **OVERNIGHT STAY FEE**

1. A fee of \$90.00 will be charged for staying overnight on the fairgrounds.

2. The overnight stay will be from Tuesday, August 13, 2019 through Sunday, August 18, 2019.

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, Inc. 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 commercial exhibitor will receive (2) two free weekly passes, with the option to purchase additional weekly passes at \$15 per pass, or the option to purchase daily passes at \$6.00 each. These passes **DO NOT** include carnival rides. The Brown County Fair Association, Inc. reserves the right to limit the number of weekly and daily passes.

2. The additional passes can only be purchased until **NOON** on Wednesday, August 14, 2019. After **NOON** the gate admission prices will be charged. No one will be allowed to enter the Brown County Fair **without a weekly or daily pass.**

## **PARKING**

1. The parking fee is included with the wristband/daily pass

2. Supply trailers/trucks shall be parked in a designated area away from the Commercial Building.

## **ELECTRICITY**

1. Each commercial exhibitor must indicate on their Commercial Space Reservation Contract the number of electrical outlets and amps/volts needed.

2. The Brown County Fair Association, Inc. 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.**

## **SECURITY:**

1. Commercial security will be provided Tuesday through Sunday night. The Brown County Fair Association, Inc. will not be responsible or liable for any loss or theft.

2. All commercial exhibits must be removed from the Brown County Fairgrounds by noon on Monday, August 19, 2019.

3. Vehicles will not be allowed on the midway/commercial display areas after 11:00 a.m. on Wednesday, August 14, 2019 through 6:00 p.m. on Sunday, August 18, 2019.

4. Doors to the Commercial Exhibit Building will be unlocked for exhibitors by the **Commercial Exhibits Coordinator** twenty (20) minutes prior to the opening time set for that particular day. Only the service door on the south side of the building will be open. All exhibitors must enter through this door. **Please do not ask other persons to unlock the building.**

5. The large overhead doors will be opened at the designated opening time for each day.

6. All doors with access to the commercial booths will be closed and locked at the set closing time set for each day. Commercial exhibitors, who remain to do things in their booth, are asked to leave by the service door.

7. The Commercial Exhibits Coordinator will remain in the building until everyone has left for the evening and will check that all doors are secured.

8. We want all our commercial exhibitors to be safe. If you would like to have someone escort you to your vehicle at the end of the day, please let the Commercial Exhibits Coordinator aware of this. Arrangements will be made to have someone escort you to your vehicle.

## **FRAUD AND MISREPRESENTATION**

1. Each commercial exhibitor is expected to deal honestly and fairly with the public and his/her employees.
2. The Brown County Fair Association, Inc. reserves the right to cancel this contract if, in the judgment of the Brown County Fair Association, Inc. the business or exhibition carried on by the vendor, or the manner conducting same, is objectionable or not as represented at the time of making of this contract, and to have the property of the vendor removed from the Brown County Fairgrounds, and all payments previously made under this contract shall then be forfeited to the Brown County Fair Association, Inc..
3. The commercial exhibitor agrees not to conduct any gambling device or games in any manner contrary to the rules laid down by the Department of Agriculture of the State of Wisconsin.

## **UNSUITABLE PRODUCTS**

1. The Brown County Fair Association, Inc. reserves the right to deny display and/or sale of items which in the judgment of the Brown County Fair Association, Inc. are inappropriate. If any problem or situation arises that cannot be resolved by the contract agreement, the rules and regulations, the final decision will be made by the Brown County Fair Association, Inc. Executive Board.