



August 18 - 22, 2021

## BROWN COUNTY FAIR

FOOD VENDOR

RULES

AND

REGULATIONS

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

By signing the 2021 Brown County Fair Association 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.

## **NOTE TO ALL FOOD VENDORS**

The Brown County Fair Association made adjustments to the Rules and Regulations. You are expected to comply with them. Please take the time to update yourself on the Rules and Regulations of the Brown County Fair Association. You will be held accountable.

### **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) 619-2628

**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

## **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, INC. as "additional insured" with the address of P.O. Box 472 De Pere, Wi. 54115 for the dates of the Brown County Fair, August 18-22, 2021, must be on file in the Brown County Fair Office prior to setting up.**

## **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. (See following 2 pages for City of De Pere Fire Department outdoor regulations.)

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.

4. The Certificate of Insurance must name the Brown County Fair Association, Inc., P.O. Box 472, De Pere, Wi. 54115 as an additional insured covering the dates of the fair (August 18 – 22, 2021), set up, and tear down dates. These items must be received by the Food Vendor Coordinator prior to set up.

Vendor must 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.

**If the Brown County Fair Association 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 Food 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)**

All electrical cords must be listed and approved for use.

All electrical cords must be in good condition and may not be spliced, extended beyond manufactured length, or multiplied beyond the current carrying capacity.

Electrical cords should be secured so they do not constitute a tripping hazard.

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 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. Owners and employees are required to remain in these measurements.
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 vendors 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 22, 2021. **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 23, 2021.

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 2021 will be as follows:

☞ Soda and water will sell for - TO BE ANNOUNCED

☞ Beer will sell for - TO BE ANNOUNCED

## **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 will 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 12:01 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 16, 2021, and Tuesday, August 17, 2021, or on Wednesday morning, August 18, 2021, 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 18, 2021. Anyone wanting to set up outside the days and times mentioned above are asked to call ahead to make arrangements.

## **TEAR DOWN TIME**

1. All food stands must remain fully set up and operating from noon on Wednesday, August 18, 2021 until 6:00 p.m. on Sunday, August 22, 2021. **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 22, 2021.
4. When you satay in compliance and if you have a balance due at the close of the fair, your security deposit will be applied to that balance. 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 on the contract.

## 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 17, 2021 through Sunday, August 22, 2021.

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 10 daily passes, with the option to purchase additional 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 18, 2021. After **NOON** the gate admission prices will be charged. No one will be allowed to enter the Brown County Fair **without a daily pass.**

## 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.**