



August 17th-21st, 2022

Brown County Fair
Commercial Vendor
Rules and Regulations

NOTICE TO ALL FOOD VENDORS:

By signing the 2022 Brown County Fair Association Commercial 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 and regulations 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 \$200.00 deposit, and may result in your inability to return in the future years.

NOTE TO ALL COMMERCIAL EXHIBITORS

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 for all rules in this booklet.**

Below is the contact information for the Brown County Fair:

Food Vendor Coordinators: Mike Hoskens and Sheila Steinfeldt

Mailing address: P.O. Box 5172, De Pere, WI 54115

Telephone: 920-336-7292 or Mike at 920-371-4514

Email: info@browncountyfair.com

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

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, Inc. from any and all liability; loss or damage the Brown County Fair Association may suffer as a result of claims, demands, costs or judgements 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 5172, De Pere, WI 54115 for the dates of the Brown County Fair, August 17th-21st, 2022, 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 right under this contract shall, under re-entry become forfeited to the Brown County Fair Association

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 pages for the City of De Pere Fire Department).
2. The state of Wisconsin requires that each commercial exhibitor must furnish a completed Wisconsin Temporary Event Operator and Sellers Information Form.
3. The Certificate of Insurance must name the Brown County Fair Association, Inc., P.O. Box 5172, De Pere, WI 54115 as an additional insured covering the dates of (August 17th-August 21st, 2022), with set up and tear down dates. These items must be received by the Food Vendor Coordinator prior to set up.
 - a. Vendors 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.

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) **Fire Department Access** shall comply with *NFPA 1, 18.2.3 Fire Department Access Roads*
 - a. Approved fire department access roads shall be provided for every facility, building, or portion of a building hereafter constructed or relocated. (NFPA 1, 18.2.3.1.1)
 - b. Fire department access roads shall consist of roadways, fire lanes, parking lot lanes, or a combination thereof. (NFPA 1, 18.2.3.1.2)
 - c. Fire department access roads shall have an unobstructed width of not less than 20 ft (6.1 m). (NFPA 1, 18.2.3.4.1.1)

- 2) **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)



3) 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)

4) 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)

- c. All electrical cords must be listed and approved for use.
- d. All electrical cords must be in good condition and may not be spliced, extended beyond manufactured length, or multiplied beyond the current carrying capacity.
- e. Electrical cords should be secured so they do not constitute a tripping hazard.
- f. 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 CO₂ 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 920-339-4091.

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 guest from act of theft, vandalism, accidental injury, or act of God.

Contracts

1. Upon acceptance from the Brown County Fair Association, Inc exhibitors will receive a confirmation via Email/Mail. After approval of the contract agreement, there will be NO refunds of booth rental fee and electricity.
2. Contracts that are not approved will be returned to the exhibitor along with fees submitted. If paid by card service fees are not refunded.
3. Political/campaign organizations are prohibited from handing out yard signs of any kind, as well as walking/roaming the fairgrounds handing out campaign material.
4. Political/campaign materials MUST remain confined to that particular party's assigned booth space.
5. In the 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 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, awning and anything else sticking out of the sides of trailer, cooking area, refrigerated trailers, awning, overhangs, etc. Owners and employees are required to remain in these measurements.
3. 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.
4. The Brown County Fair Association 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 reserves the right to cancel or deny any application by refunding the deposit. The only refund of deposit will be denial of cancellation of the application. Checks returned with NSF will automatically cancel application.
6. All checks returned "NSF" will be assessed a minimum fee of \$50.00.
7. All commercial exhibitors must be in place and ready for business by 12:00 noon on Wednesday August 17th, 2022 and must remain intact until 6:00pm Sunday August 21st, 2022. Commercial exhibitors taking down their booth before 6:00pm on Sunday of the Fair **WILL NOT HAVE SECURITY DEPOSIT REFUNDED.**

8. 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 ground selling merchandise or distributing flyers/coupons/ads.
9. Displays should not obstruct neighboring displays, Aisles and pedestrian walkways on the fairground and must not be obstructed in any way.
10. Each commercial exhibitor will limit activities and sound to their specific booth space as not to disrupt adjoining exhibitors.

Pets/Animals

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

Hours of Operation

1. Commercial exhibitor hours are as follows:

Indoor Booths

- Wednesday Noon to 9:00pm
- Thursday 9:00am to 9:00pm
- Friday 9:00am to 10:00pm
- Saturday 9:00am to 10:00pm
- Sunday 9:00am to 6:00pm

Outdoor Booths

- Wednesday Noon to 9:00pm
 - Thursday 9:00am to 9:00pm
 - Friday 9:00am to 10:00pm
 - Saturday 9:00am to 10:00pm
 - Sunday 9:00am to 6:00pm
2. During required hours of operation, all exhibitors must remain open for business, be fully set up and make every attempt to staff your area. All exhibitors are expected to convey professional behavior and dress appropriately. Exhibitors 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 removals may result in your inability to return in future years.
 3. The Fairgrounds have minimum lighting. **All outside exhibitors** 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. Exhibitors may not exhibit or sell any products, 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 stands will be allowed before 6:00pm or Sunday, August 21st, 2022. Failure to comply with this rule **will** result in the loss of the vendor's \$200.00 deposit.
7. All booths must be torn down by noon on Monday August 22nd, 2022
8. 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 the bills are satisfied, and the vendor has been in compliance with the Rules and Regulations of the Brown County Fair.
9. Your cooperation in following these rules will be appreciated to ensure 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. No sale of beverage allowed without prior approval.
2. Free water or lemonade can be distributed in 6oz or 8oz 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. There will be a space away from the Commercial Building. Vehicles used for overnight accommodations will be allowed only in the designated camping area in 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 number 1 will be allowed on the grounds after 9:00am daily, unless they have prior approval from the Brown County Fair Association.

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.

Set up Times

1. Food Vendors may set up between the hours of 10:00am and 6:00pm on Tuesday August 16th, 2022, or on Wednesday morning August 17th, 2022 between 7:00am and 11:00am. All stands **must be set up and ready** to open for business by noon on

Wednesday August 17th, 2022. 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 commercial exhibitors must remain fully set up and operating from noon on Wednesday August 17th, 2022 until 6:00pm on Sunday August 21st, 2022. **Failure to comply with this rule will result in the forfeiture of your \$200.00**

Overnight Stay fee

1. A fee of \$90.00 will be charged for staying overnight on the fairgrounds. If your camping fee is not on the contract with payment, the fee will be \$180.00.
2. The overnight stay will be from Tuesday, August 16th, 2022 through Sunday August 21st, 2022
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 purchased until **NOON** on Wednesday August 17th, 2022. After NOON the gate admission prices will be charged. **No one will be allowed to enter the Brown County Fair without a daily pass.**

Parking

1. The parking fee is included with your daily pass
2. Supply trailers/trucks shall be parked in a designated area away from the Commercial Building.

Electricity

1. Each food vendor must complete the Commercial Space Reservation contract the number of electrical outlets and amp/volts needed.
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.**

Security

1. Commercial security will be provided Tuesday August 16th, 2022 through Sunday August 21st, 2022. 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 22, 2022.
3. Vehicles will not be allowed on the midway/commercial display areas after 11:00am on Wednesday, August 17th, 2011 through 6:00pm Sunday August 21st, 2022.
4. Doors to the Commercial Exhibit Building will be unlocked for exhibitors by the Commercial Exhibits Coordinator twenty (20) minutes prior to the opening times set for that particular day. Only the service door on the south of the building will be open. All exhibitors must enter through this door. **Please do not ask other persons to unlock this building.**
5. The large overhead doors will be opened at the designated opening time of 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 on the south side of the building
7. The Commercial Exhibits Coordinator will check 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 Exhibit 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 judgement of the Brown County Fair, Inc the business or exhibition carried on by the exhibitor or the manner conducting same, is objectionable or not as represented at the time of making of this contract, and to have property of the exhibitor 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 exhibitors agree not to conduct any gambling devices 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 Committee.

Updated 12-28-2021