



# August 16-20, 2023

## Brown County Fair

### Commercial Vendor / Exhibitor

### Rules and Regulations

#### NOTICE TO ALL COMMERCIAL VENDORS / EXHIBITORS:

By signing the 2023 Brown County Fair Association Commercial Vendor's Contract, you are hereby acknowledging that you have **read and agree** to all stated Rules and Regulations ("Rules") 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 \$200.00 deposit, and may result in your inability to return in the future years.

# **NOTE TO ALL COMMERCIAL EXHIBITORS**

The Brown County Fair Association, Inc. (“BCFA”) adjusted its Rules; you are expected to comply with them. Please take the time to update yourself on the Rules of the BCFA.

**You will be held accountable for all Rules in this booklet.**

Below is contact information for the BCFA:

Commercial 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](mailto:info@browncountyfair.com)

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

Fair Website: [www.browncountyfair.com](http://www.browncountyfair.com)

## **LIABILITY**

1. The Commercial Vendor / Exhibitor (“Lessee”) shall not assign or sublet said space, or any portion thereof for any purpose whatsoever, without the express written consent of the BCFA; any violation of this rule shall forfeit this contract and the privilege sold by this contract.
2. The BCFA shall not be responsible for any negligence or unlawful acts of the Lessee or Lessee’s agents or employees. The BCFA 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 BCFA harmless therefrom. Lessee agrees to indemnify the BCFA from any and all liability, loss or damage the BCFA 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 16<sup>th</sup>-20<sup>th</sup>, 2023, 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 BCFA 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 BCFA.

## **Insurance, License and Permits**

1. It will be the responsibility of Lessee 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 Lessee 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 16<sup>th</sup>-August 20<sup>th</sup>, 2023, plus set up and tear down dates. These items must be received by the Commercial Vendor Coordinator prior to set up.
  - a. Lessee 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.

### **Loss or Damage**

1. The BCFA shall not be responsible for any loss or damage suffered by Lessee or Lessee's employees or guests from act of theft, vandalism, accidental injury, or act of God.

### **Contracts**

1. Upon acceptance from the BCFA, Lessee 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 Lessee 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. Political/campaign materials MUST remain confined to that particular party's assigned booth space.
4. In the case the BCFA 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 BCFA reserves the right to assign commercial booth locations.
2. The measurement for space should be the total length and width for everything within the 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, overhangs, etc. Lessee are required to remain in these measurements.
3. The BCFA reserves the right to limit the size of the space. If the BCFA determines the space request needs to be altered, you will be contacted prior to the Brown County Fair.
4. The BCFA reserves the right to select commercial exhibitors each year. **A commercial exhibitor selection one year, does not guarantee selection in future years.**
5. The BCFA reserves the right to cancel or deny any application by refunding the deposit. The only refund of deposit will be denial or 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 Lessees must be in place and open for business by 12:00 noon, Wednesday August 16<sup>th</sup>, 2023, and must remain in place until 6:00pm Sunday, August 20<sup>th</sup>, 2023. Lessees tearing down prior to 6:00pm, Sunday, August 20<sup>th</sup> of the Fair **WILL NOT HAVE SECURITY DEPOSIT REFUNDED** and may not be selected to return in future years.
8. Demonstrating and distributing material must be confined to the limits of the rented space. Lessees will not be permitted to roam the building or grounds selling merchandise or distributing flyers/coupons/ads.

9. Displays should not obstruct neighboring displays; aisles and pedestrian walkways on the fairground must not be obstructed in any way.
10. Lessee will limit activities and sound to their specific booth space as not to disrupt others.

### **Pets/Animals**

1. NO animals/pets will be permitted in the Commercial Exhibits Building or on the adjacent areas. The only exception is 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. You may leave your booth at 7:00pm and you understand the BCFA is not responsible for any lost, stolen or vandalized items. If you leave prior to 7:00pm you will lose your deposit.
3. During required hours of operation, Lessee must remain open for business, be fully set up and make every attempt to staff your area. Lessees are expected to convey professional behavior and dress appropriately. Lessees are not allowed to have beer or alcoholic beverages in booths during hours of operation. Violation of any part of these Rules, may result in eviction which may result in not being selected to return in future years.
4. The Fairgrounds have minimum lighting. **Lessees** need to provide their own lights for their space.
5. Most outside booths are located on asphalt. Please keep this in mind for set up of your tents/displays.
6. Lessees may not exhibit or sell any products, commodity or merchandise that has not been listed on the contract and approved by the BCFA.
7. No tear down of stands will be allowed before 6:00pm on Sunday, August 20th, 2023. Failure to comply with this rule **will** result in the loss of the Lessee's \$200.00 deposit.
8. All booths must be torn down by noon on Monday, August 21<sup>st</sup>, 2023.
9. Deposit checks will be cashed upon application acceptance. Refund check will be issued by the BCFA and mailed to Lessee after all bills are satisfied, and Lessee has been in compliance with the Rules.
10. Your cooperation in following these Rules is appreciated to ensure a good time for everyone.

### **Beverages**

1. The BCFA 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. Lessee agrees not to sell any liquor (no liquor allowed on the fairgrounds)

### Service Vehicles/Golf Carts

1. Only vehicles absolutely needed to hold inventory will be allowed to remain in the designated area during normal operating hours. 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/UTV, will be allowed on the grounds after 9:00am daily, unless prior written approval from the BCFA.

### Garbage

1. Garbage will be picked up throughout the day by a grounds crew. If you have time please take your garbage to the provided dumpsters.
2. The BCFA 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.

### Setup Times

1. Lessees may set up between the hours of 10:00am and 6:00pm on Tuesday August 15<sup>th</sup>, 2023, or on Wednesday morning August 16<sup>th</sup>, 2023, between 7:00am and 11:00am. All stands **must be set up and ready** to open for business by noon on Wednesday, August 16<sup>th</sup>, 2023. Anyone wanting to set up outside the days and times mentioned above are asked to call ahead to make arrangements.

### Tear Down Time

1. Lessees must remain fully set up and operating from noon on Wednesday August 16<sup>th</sup>, 2023, until 6:00pm on Sunday, August 20<sup>th</sup>, 2023. Tear down of any items does not begin until 6:00pm on Sunday, August 20<sup>th</sup>, 2023. **Failure to comply with this rule will result in deposit forfeiture.**

### Overnight Stay fee

1. An overnight stay fee of \$90.00 will be charged for staying overnight on the fairgrounds. If your overnight stay fee is not on the contract with payment, the overnight stay fee will be \$180.00.
2. The overnight stay will be from Tuesday, August 15<sup>th</sup>, 2023 through Sunday August 20<sup>th</sup>, 2023.
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 BCFA has the right to limit the use.
5. No open flames or fire pits are allowed in the overnight stay area.

### Admission Tickets

1. Lessee will receive 10 daily passes or two weekly wristbands, with the option to purchase additional daily passes at \$6.00 each or weekly wristbands for \$25.00. The BCFA 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 16<sup>th</sup>, 2023. 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. Lessee must complete the Commercial Space Reservation Contract including the number of electrical outlets and amp/volts needed. The BCFA reserves the right to limit the number of outlets.
2. All electrical cords must be certified electrical cords. Minimum of 50 foot cord and 14 gauge with ground plugs. **If cords do not meet requirements, set up will be stopped until requirement is met.**

## **Security**

1. Security will be provided on the fairgrounds, Tuesday, August 15<sup>th</sup>, 2023, through Sunday, August 20<sup>th</sup>, 2023. The BCFA will not be responsible or liable for any loss or theft.
2. Commercial exhibits must be removed from the fairgrounds by noon, Monday, August 21, 2023.
3. Vehicles will not be allowed on the midway/commercial display areas after 11:00am on Wednesday, August 16<sup>th</sup>, 2023 through 6:00pm Sunday, August 20<sup>st</sup>, 2023.
4. Doors to the Commercial Exhibit Building will be unlocked for Lessees by the Commercial Vendor 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. Lessees 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. Commercial Exhibits Building doors will be closed and locked at the daily designated closing time. Lessees remaining after closing are asked to leave via the south service door.
7. The Commercial Vendor Coordinator will check the building until everyone has left for the evening and will check that all doors are secured.
8. We want all Lessees to be safe. If you would like to have someone escort you to your vehicle at the end of the day, please alert the Commercial Vendor Coordinator; arrangements will be made to have someone escort you to your vehicle.

## **Fraud and Misrepresentation**

1. Each Lessee is expected to deal honestly and fairly with the public and its employees.
2. The BCFA reserves the right to cancel this contract if, in the judgement of the BCFA the business or exhibition carried on by the Lessee or the manner conducting same, is objectionable or not as represented at the time of making of contract, and to have property of the Lessee removed from the fairgrounds, and all payments previously made under this contract shall then be forfeited to the BCFA.
3. Lessee agrees not to conduct any gambling or games in any manner contrary to the State of Wisconsin, Department of Agriculture.

## **Unsuitable Products**

1. The BCFA reserves the right to deny display and/or sale of items which in the judgment of the BCFA are inappropriate. If any problem or situation arises that cannot be resolved by the contract agreement or Rules, final decision will be made by the BCFA Executive Committee.