



August 16th-20th, 2023

Brown County Fair

Food Vendor

Rules and Regulations

NOTICE TO ALL FOOD VENDORS:

By signing the 2023 Brown County Fair Association Food 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 FOOD VENDORS

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 the contact information for the BCFA:

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 Food Vendor (“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 16th-20th, 2023, must be on file in the Brown County Fair Office prior to setting up.**

LICENSE AND PERMITS

1. It will be the responsibility of Lessee to obtain the proper food and beverage licenses and to comply all state and local health regulations and fire prevention codes (requirements on following pages for the City of De Pere Fire Department).
2. Lessee selling beer will be required to have a City of De Pere licensed beverage server aka bartender, on site all hours of serving time; random checks may be conducted asking for the “licensed bartender”. Non- compliance to this rule could result in not being allowed to serve beer and not being able to come back in the future.

3. The State of Wisconsin requires that Lessee 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 5172, De Pere, WI 54115 as an Additional Insured covering the dates of August 16th-August 20th, 2023, plus set up and tear down dates. These items must be received by the Food 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 \$100,000 per occurrence/aggregate. Coverage must include Products and Completed Operations, Contractual Liability, and Independent Contractor coverage.

If the BCFA does not have these forms, you will not be allowed to set up.

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.

Selection/Space

1. The BCFA reserves the right to assign food 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 (remember to add 5 feet minimum on each side for lines if tent is rented from the BCFA), trailer **including** hitch, awning and anything else sticking out of the sides of trailer, cooking area, refrigerated trailers, awning, overhangs, etc. Lessee 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. If you are not renting a tent from the BCFA, a picture is required to accompany your contract/application in order to help ensure that we can serve your best interest.
4. 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.
5. The BCFA reserves the right to select food vendors each year. **A food vendor selection one year, does not guarantee selection in future years.**
6. Lessee may be asked to provide three (3) references including contact name and phone number(s).
7. 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.
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 11:00pm (Beer sales will end at 10:30pm)
 - Thursday 10:00am to 11:00pm (Beer sales will end at 10:30pm)
 - Friday 10:00am to Midnight (Beer sales will end at 11:30pm)
 - Saturday 10:00am to Midnight (Beer sales will end at 11:30pm)
 - Sunday 9:00am to 6:00pm

2. In fairness to all, food stands should be staffed during the above noted hours. Unstaffed booths during these hours will result in the loss of the \$200.00 deposit.
3. No tear down of stands will be allowed before 6:00pm or Sunday, August 20, 2023. Failure to comply with this rule **will** result in the loss of the \$200.00 deposit.
4. All stands must be torn down by noon on Monday, August 21st, 2023.
5. Deposit checks will be cashed upon application acceptance. Refund check will be used by the BCFA and mailed to Lessee after all bills are satisfied, and Lessee has been in compliance with the Rules.
6. Your cooperation in following these Rules will be 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. All vendors must be aware of this policy when signing the contract.
2. Beverage prices will be set by the BCFA and announced once available.

Food Vendor Responsibility

1. Lessee will be responsible for cleaning their food stand and the grounds under and immediately surrounding the stand during the entire Brown County Fair and prior to vacating. If an area is not maintained, a cleaning crew will be hired and appropriate fees will be charged to the Lessee. The BCFA will supply garbage cans with garbage can liners; Lessee is to take its garbage to the provided dumpsters.
2. Lessee 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 BCFA.
3. Lessee shall not interfere with any other lessee by activity beyond the rented space(s) or by nuisances such as excessive volume on a public address system, musical instruments, etc. Food and beverages are to be sold from the Lessee's stand. Strolling around the grounds to sell/promote items is prohibited.
4. No free items or coupons can be given out without prior written consent of the BCFA.
5. **Lessee responsible to take any used oils/grease with them at the close of the fair; used oils/grease are not to be left on premises.**

Equipment Rental

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

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. There will be a space off the midway grounds designated by the BCFA. Any units parked outside the designated area will be removed at Lessee's expense.

2. Storage trailers with refrigerators/freezers must have contact name and phone number on the 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/UTV, will be allowed on the grounds after 9:00 am daily, unless prior written approval from the BCFA. Lessee may stock/load booths/areas by driving onto the grounds between 12:01 am and 9:00 am.

Garbage

1. Garbage cans and liners are provided. Lessee is responsible to take garbage and recycling to the dumpsters provided.
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.
3. The fee for this service is included in the \$150.00 Utility fee paid by each vendor.

Set up Times

1. Lessee may set up between the hours of 10:00 am and 6:00 pm on Monday August 14th, 2023, and Tuesday August 15th, 2023 or on Wednesday morning August 16th, 2023 between 7:00 am and 11:00 am. Food concessions should be up and ready for State Inspection by 11:00 am Wednesday. All stands **must be set up and ready** to open for business by noon on Wednesday, August 16th, 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 16th, 2023 until 6:00pm on Sunday, August 20th, 2023. **Failure to comply with this rule will result in deposit forfeiture.**

Commission

1. Lessee will pay the BCFA a commission of 20% (twenty percent) of the gross receipts, daily. Failure to report gross receipts honestly, may result in Lessee not being selected to return in future years.
2. Lessee is required to reconcile with the BCFA Treasurer’s office by noon on Thursday, Friday and Saturday.
3. Lessee must reconcile and pay their bills with the BCFA Treasurer’s office before leaving the fairgrounds on Sunday, August 20th, 2023.

Tents

1. Tents are available to rent from the BCFA. Available tent sizes and prices are on the contract/application.

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 fee will be \$180.00.
2. The overnight stay will be from Tuesday, August 15th, 2023 through Sunday, August 20th, 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 16th, 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.**

Electricity

1. Lessee must complete the "Food Vendor Electrical needs form". This form will help plan all the electrical needs. If this information is not listed on the form, NO electricity will be provided.
2. **The BCFA reserves the right to limit the number of outlets.**
3. 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 this requirement is met.**

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.

5) **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.

6) **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.

7) **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

Revised October 2021, rj