



OUTAGAMIE COUNTY FAIR

JULY 23-28, 2019

COMMERCIAL VENDOR

APPLICATION

RATE GUIDE

RULES & REGULATIONS

By signing the 2019 Outagamie County Fair Commercial Vendor's Contract, you are hereby acknowledging that you have **read and agree** to all stated rules and regulations of the Outagamie County Fair Association. Violation or non-compliance of these rules will result in the Outagamie 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 Outagamie County Fair Association, Inc. has made some changes in the Rates and 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 Outagamie County Fair. **You will be held accountable for all rules in this booklet.**

Below is contact information for the Outagamie County Fair:

Fair Manager:	Brian Stille
Mailing Address:	P.O. Box 246 Seymour, WI 54165
Telephone:	(920) 833-2941
Manager Email:	manager@outagamiecountyfair.info
Fairgrounds Location:	637 N Main St Seymour, WI 54165
Fair Email:	outagamiecofair@yahoo.com
Fair Website:	www.OutagamieCountyFair.com

GENERAL INFORMATION, RULES, AND REGULATIONS

It is understood that the following information, rules, and regulations are a binding part of the space rental contract.

NEW FOR 2019

For food vendors we will be implementing a 5% commission fee in addition to the footage charge. This process will be new for everyone and may feel like a negative for you; however, this revenue source will allow us to bring in new midway acts and continue to provide bigger grandstand acts that will increase attendance and sales for all vendors on the grounds.

FAIR MANAGEMENT - The fair is produced by and is the property of the Outagamie County Fair Association, hereafter referred to as OCFA. OCFA will provide all fair functions and establish all fair policies. Each vendor renting space must sign the space rental contract which includes this general rules contract.

SUBLETTING OF SPACE - Not permitted.

CONTRACT DEADLINE - Signed space and rules contracts must be returned by the due dates specified or the space will be rented to the next vendor. It is your responsibility to have the signed contracts returned by the due date. No exceptions. Deadline will be enforced.

CANCELLATION OR WITHDRAWAL

- The vendor shall give the OCFA notice in writing of their intention to cancel or withdraw from the fair.
- In the event a vendor cancels/withdraws prior to June 1, no rental fees will be refunded but may be credited to a following year's rental fee.
- In the event a vendor cancels/withdraws prior to July 1, no rental fees will be refunded but ½ of the rental fee may be credited to a following year's rental fee.
- In the event a vendor cancels/withdraws after June 30, no rental fees will be refunded or credited.
- In the event of cancellation, the OCFA shall have the right to use said space to suit its own convenience, including selling the space to another vendor without any refund to the canceled vendor.

DEFAULT OF OCCUPANCY - In the event any vendor fails to occupy said space by 5:00 PM Tuesday, the vendor shall forfeit the entire rental fee.

PREMISES OCCUPANCY - In case the Outagamie County Fairgrounds is destroyed or damaged, or if the fair fails to take place as scheduled or is interrupted and/or discontinued or access to the premises is prevented or interfered with by any reason or act of God, emergency declared by any government agency or by fair management, or for any other reason, this contract may be terminated by the OCFA. In the event of such termination, the vendor waives any and all damages and claims for damages, and agrees that the sole liability of OCFA shall be to return to each vendor their space payment, less their pro-rated share of all costs and expenses incurred and committed by the OCFA.

FAIR HOURS - The Outagamie County Fair Expo Building will be open to the public **Wednesday** through Sunday. Each vendor is encouraged to keep at least one attendant in their booth during all designated times except for restroom or lunch breaks. OCFA cannot be held responsible for any theft, damage, vandalism, or any activity causing loss to the vendor.

Set-up and sales times noted below. **Hours are subject to change at the discretion of the OCFA.**

SET UP TIMES

	Mon	Tues
Indoor	2:00 p.m. - 7:00 p.m.	10:00 a.m. - 7:00 p.m.
Outdoor	8:00 a.m. - 7:00 p.m.	8:00 a.m. - 4:00 p.m.
Food	8:00 a.m. - 7:00 p.m.	8:00 a.m. - 4:00 p.m.

SALES TIMES

	Tues	Wed	Thursday - Saturday	Sun
Indoor		12:00 p.m. - 9:00 p.m. Required	9:00 a.m. - 9:00 p.m. Required	9:00 a.m. - 6:00 p.m. Required
Outdoor	5:00 p.m. - 9:00 p.m. Optional	4:00 p.m. - 9:00 p.m. Required	9:00 a.m. - 9:00 p.m. Required	9:00 a.m. - 6:00 p.m. Required
Food	5:00 p.m. - 11:00 p.m. Optional	12:00 p.m. - 11:00 p.m. Required	10:00 a.m. - 11:00 p.m. Required	10:00 a.m. - 6:00 p.m. Required

1. 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.
2. In fairness to all exhibitors and the public, all food stands must be staffed during the above noted hours. Unstaffed booths during these hours will result in the loss of the vendor's deposit.
3. Most outside booths are located on asphalt. Please keep this in mind for set up of your tents/displays.
4. No holes are to be made in the blacktop area without prior approval of the OCFA. Non-compliance may result in loss of security deposit.
5. Vendors may not exhibit or sell any product, commodity or merchandise that has not been listed on the contract and approved by the Outagamie County Fair Association, Inc.
6. No tear down of booths will be allowed before 6:00 p.m. on Sunday. Failure to comply with this rule will result **in the loss of security deposit.**
7. The vendor cannot hold the OCFA liable for any and all claims for compensation from any loss of revenue incurred as a result of an interruption of any utility services (electric and water).
8. All booths/exhibits must be torn down by 12:00 noon on Monday following the fair.

TEAR DOWN TIMES

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

VEHICULAR DELIVERY AND REMOVAL OF MATERIALS - Delivery or removal of supplies by vehicle will be permitted around the expo building or midway areas every morning until 9:00 AM. No delivery trucks or other vehicles will be permitted after 9:00 AM

INSTALLATION AND DISMANTLING - All vendors must check in at the fair office before setting up for the fair. All food and outdoor vendors must be set up by 4:00 PM on Tuesday. All indoor vendors must be set up by 7:00 PM on Tuesday. Dismantling may start at 6:00 PM on Sunday of fair week. Check-out will begin at approximately 6:30 PM.

ARRANGEMENTS OF DISPLAYS - All vendors shall arrange their displays so they utilize only the booth area for which they have contracted. Aisles, where applicable, may not be used by a vendor. Vendors will not be allowed to hand out or give away any literature or items outside the confines of their respective booth, or call out to visitors.

COMMISSION

- 1. All food vendors will pay a 5% (five percent) commission on their gross receipts above the footage fee to the Outagamie County Fair Association.**
- 2. Food vendors are required to reconcile with the Fair office by noon on Thursday, Friday, Saturday, and Sunday.**
- 3. All food vendors must reconcile and pay their bills at the Fair office before leaving the fairgrounds on Sunday.**
- 4. After accounts have been reconciled and all bills are paid, the deposit fee will be returned if vendor is in compliance with all rules and regulations.**

APPEARANCE - A vendor is responsible for keeping their booth neat and orderly. Displaying an unfinished surface to a neighboring booth is not permitted. Vendors must arrange to remove and dispose of trash in trash receptacles supplied by the OCFA. All booth personnel shall wear socially acceptable attire.

CAMPSITES - Campsites are available on a first come - first served basis for \$150.00 each.

GATE PASSES - Season gate and parking passes will be provided to vendors. The number of passes shall be determined according to the 2019 OCFA Vendor Rate Guide. Additional daily passes may be purchased for \$3.00 each prior to July 23, 2019.

SAFETY, FIRE, AND HEALTH – Each vendor must comply with all safety, fire, and health ordinances and laws of the City of Seymour, County of Outagamie, the State of Wisconsin, and the Department of Agriculture, and the Markets of the State of Wisconsin.

INSURANCE - Vendors must provide a certificate of liability insurance listing the OCFA as an additional insured and certificate holder. OCFA will take precautions to safeguard vendor's property by means of night security. However, the OCFA will not be liable for any damage or loss to vendor's property through theft, fire, accident, or any other cause. Vendors must insure their own display and materials. A current certificate of insurance must be provided before any setup is allowed – no exceptions.

WISCONSIN INFORMATION FORM - Each vendor must furnish a completed Wisconsin Temporary Event Operator and Sellers Information Form. This form is required by the State of Wisconsin.

LIABILITY - In the event that OCFA shall be held liable for any event which might result from a particular vendor's action or failing to act in any matter whatsoever, such vendor shall reimburse OCFA and hold OCFA harmless from liability resulting there from.

BOOTH/UNIT LOCATION - Vendor's location is assigned for one year only. Expect change.

AIR CONDITIONING - Units will not be allowed to operate during the daylight hours of the fair.

FIRE INSPECTIONS - Mobile kitchens that fry, grill, or in other ways use or produce oil/grease must provide code approved ventilation systems and fire suppression systems. Owners seeking an exception under SPS 314.50 will be required to verify that they meet the code requirements for an exception. Fire inspections primarily relate to food vendors and amusement rides although the inspector may ask that any visible violation of the building/fire code be corrected.

FOOD SAFETY INSPECTIONS - All vendors serving food are subject to county inspections and licensing.

SECURITY DEPOSIT - Security deposit (CASH ONLY) equal to ½ space rental fee will be required at check-in. (Security deposit capped at \$200 for inside vendors and \$500 for outdoor or food vendors.) Security deposit will be held to guarantee that vendor's booth and display remain open for business and intact until 6:00 PM Sunday and that the vendor fulfills all contract requirement and surrenders space in a clean and undamaged condition. For vendors who have met the above conditions, the security deposit will be returned at check-out (approximately 6:30 PM Sunday). Security deposits not claimed by 12:00 PM Monday shall become the property of the Outagamie County Fair.

PAYMENT DUE DATES: **Rent:** Due with signed contract
 Security Deposit: Due at time of check-in (CASH ONLY)

BOTTLED SOFT DRINKS AND WATER - Vendors selling bottled soft drinks and water must order all product through the Outagamie County Fair. The minimum price to the public for soft drinks is \$2.00 per bottle and water is \$1.00 per bottle. A telephone number for ordering soda, water and ice will be provided to vendors at the start of the fair. Bottled soft drinks and water purchased through OCFA are not subject to the 5% commission.

ALCOHOL SALES - The OCFA is responsible for all alcohol sales. Vendors are prohibited from selling alcohol on the fairgrounds.

PROHIBITED ITEMS - The OCFA does not allow the sale or display of firearms, knives, blowguns, snappers, fireworks, or laser lights. The OCFA has the authority to have objectionable materials, items, etc. removed from any vendor's booth.

COLLECTION OF ATTENDEE INFORMATION - Any vendor desiring to take a registration of names for any type of giveaway must have permission from the OCFA before proceeding and must fully explain the manner in which the names obtained will be used. No such list of names taken at the Outagamie County Fair may be given away or sold.

All rules and regulations as printed in this contract are directed to all vendors and should not be confused with any rules and regulations for Jr. Fair and Open Class Exhibitors.

Any vendor failing to abide by the rules and regulations stated herein will forfeit the full amount of their space rental fee and deposit.

By signing the space rental contract, you agree to follow and abide by these rules.



2019 Vendor Application Form

Fairgrounds Location / Information

Outagamie County Fair Association
637 N. Main Street
Seymour, WI 54165
Phone (920) 833-2941

Mailing Address / Contact Information

Brian Stille, Fairgrounds Manager
Outagamie County Fair
P.O. Box 246, Seymour, WI 54165
manager@OutagamieCountyFair.info

Fair Dates: July 23 - 28, 2019

Application Date: _____

Legal Business Name: _____

DBA: _____ TIN Number / SS#: _____

Name of Owner: _____

Name of Onsite Manager: _____

Permanent Mailing Address: _____

City: _____ State: _____ Zip: _____

Business Phone: (____) _____ Cell Phone (Required): (____) _____

Email (Required): _____

Web Address: _____

Social Media: _____

Did you include all of these required attachments?

- Description of your business and list of ALL products you wish to sell/distribute.
- Food vendor - list of all foods you wish to sell (or attach a complete menu).
- Wisconsin Temporary Event Operator and Seller Information
- Photos or diagrams of your display/booth/tent/trailer indicating service windows.
- Completed power request form for each trailer/truck/tent/booth.

Final approval of the application and each item sold is at the discretion of the Outagamie County Fair.

VENDOR SPACE: Cost is based on location. Please refer to the 2019 vendor rate guide for costs and size options. Applicant will be billed for security deposit and space rental when contract is issued.

- Indoor space requested: _____ feet wide x 10 feet deep.
- Outdoor space requested: _____ feet wide x 15 feet deep. Preferred electric _____ 110v or _____ 220v
- Outdoor machinery space requested: _____ feet wide x _____ feet deep (call for availability).
- Food Vendor: (See rate sheet. Requested space must include awnings, overhangs, trailer hitches, tent stakes, etc.)
 - Unit 1: _____ feet wide x 15 feet deep. Fryer or Grill: Yes **or** No _____ 110v or _____ 220v
 - Unit 2: _____ feet wide x 15 feet deep. Fryer or Grill: Yes **or** No _____ 110v or _____ 220v
 - Unit 3: _____ feet wide x 15 feet deep. Fryer or Grill: Yes **or** No _____ 110v or _____ 220v
 - Unit 4: _____ feet wide x 15 feet deep. Fryer or Grill: Yes **or** No _____ 110v or _____ 220v
 - Unit 5: _____ feet wide x 15 feet deep. Fryer or Grill: Yes **or** No _____ 110v or _____ 220v
 - _____ # of refrigerated supply truck/trailers.

(over)

ADDITIONAL OPTIONS:

- Camping: I am requesting _____ camping spaces. (\$150 each)
- Fair tables and chairs – please indicate number desired. (You may bring you own)
 - _____ plain tables (\$25 each).
 - _____ skirted tables (\$40 each).
 - _____ padded chairs (\$5 each).

Vendor camping space will be different than previous years and be assigned by fair management. Supply trucks and trailers requiring electricity must be parked per direction of management and will incur additional fees per rate guide. All parking spots for vendors shall be in approved spots ONLY! Vendors must park as directed by fair management - NO EXCEPTIONS!

INSURANCE:

- I carry my own liability insurance as described in the General Information, Rules, and Regulations and will provide the required Certification of Liability Insurance no later than July 1.
- I will be purchasing liability insurance under the fair's insurance policy (\$100 booth/unit).

**PLEASE REMEMBER THIS IS AN APPLICATION FORM
FOR COMMERCIAL VENDOR / FOOD SPACE.
THIS IS NOT A CONTRACT.
PLEASE DO NOT SEND PAYMENT WITH THIS APPLICATION.**

Map layout is subject to change. Booth space assignments and map layout is determined solely by the Outagamie County Fair.

We will review each application. We reserve the right to accept or reject any applicant based on the uniqueness and quality of the products or services sold, the appearance of your space/booth/unit, and your past history at the Outagamie County Fair and other fairs, festivals, and events.

Acceptance of terms: I, the duly authorized representative of the undersigned company, partnership or individual, on behalf of the said company or partnership subscribe and agree to all the terms and conditions, authorizations, and covenants contained in this VENDOR APPLICATION FORM and in the GENERAL INFORMATION, RULES, AND REGULATIONS.

Signed _____



2019 Outagamie County Fair Power Request Form

PLEASE USE ONE COPY PER ELECTRIC DROP PER TRAILER/TRUCK/TENT/BOOTH

Vendor or Company Name including Address:

Contact Person including Mobile Telephone Number:

2019 Outagamie County Fair, Seymour, WI, Tuesday, July 23 through Sunday, July 28

PLEASE LIST ALL ELECTRICAL APPLIANCES AND LIGHTING THAT YOU PLAN TO USE IN EACH UNIT/BOOTH

<u>APPLIANCE #1</u>	<u>VOLTAGE</u>	<u>WATTAGE</u>
<u>APPLIANCE #2</u>	<u>VOLTAGE</u>	<u>WATTAGE</u>
<u>APPLIANCE #3</u>	<u>VOLTAGE</u>	<u>WATTAGE</u>
<u>APPLIANCE #4</u>	<u>VOLTAGE</u>	<u>WATTAGE</u>

The Outagamie County Fair will make every attempt to provide the requested power if it is available on site. We will advise you if any power request cannot be met. **Vendor should be prepared to provide up to 100 feet of power cord.**

The Outagamie County Fair does not provide ground-fault protection on any circuits. Users should provide their own protection from electrical shock hazards.

Power is provided as a courtesy by the Outagamie County Fair. We cannot be held responsible for any damages to user's equipment for any reason.

Return this completed form with your application.