

FAIR VENDOR
POLICIES, PROCEDURES
AND
REGULATIONS

WASHINGTON COUNTY



133 Acres of Fun!

Celebrating 151 Years!
July 21 — 26, 2009



Washington County Fair Park Information

Address: 3000 Hwy PV
West Bend, WI 53095
Telephone: 262-677-5060
Toll Free: 877-677-5060
Fax: 262-677-5070
Website: www.wcfairpark.com

By signing the Washington County Fair Vendor's Agreement found on the last page, you are hereby acknowledging that you have read and **agree** to all stated rules and regulations of the Washington County Fair and the Washington County Fair Park. Violation or non-compliance of these rules may result in the Washington County Ag & Industrial Society Board's decision to request your immediate removal from the Fair. Such removal may result in your inability to return in future years.

DEFAULT

1. If vendor is in default under any section of this policy agreement, or fails to adhere to the policies or management directions established by the Washington County Fair, the Fair shall notify vendor of such default or failure and vendor shall have ample time to remedy such default or failure. In the event that the vendor does not remedy such conditions in ample time, the Fair may terminate contract agreement, expel vendor from the location and re-rent the location to another vendor without any further liability or obligation to previous vendor.
2. A separate **\$100.00 refundable check** will be required with your reservation form to guarantee your rental space will remain open, intact and staffed until the release time, which is Sunday at 8:00 p.m. This separate deposit check will be distributed to vendors when a walkthrough is conducted at 8:00 p.m. on Sunday.
3. **Upon approval of the policy agreement, there will be no refunds of exhibit fees/deposits.** All fees/deposits will be refunded to those applicants whose reservation form has not been approved.
4. All approved contracts and payments for such, will be directly deposited to our business account immediately upon receipt.
5. All returned checks will be assessed a minimum fee of **\$50.00**.

EXHIBIT SPACE

1. **No vendor will be granted exclusive rights to their product (s).**
2. The Washington County Fair provides no special services in connection with setting up or decorating the display. All exhibits, including chairs, tables, furniture, equipment and other display material must be provided and set-up by the vendor.
3. The Washington County Fair will prepare the layout of booths and assign spaces accordingly and also reserves the right to revamp the layout as necessary. Returning vendors will be given first priority on space assignments.
4. Vendors are prohibited from assigning or subletting a booth or space that has been allotted to them. They may not exhibit or sell any product, commodity or merchandise that has not been listed on the contract and approved by the Fair. Also, vendors are prohibited from roaming the grounds selling merchandise, handing out flyers or coupons. Any variation will result in the vendor forfeiting his/her right to conduct business at the Washington County Fair.
5. Exhibit spaces will be available for set-up **Monday, July 20th from 8:00 a.m. to 6:00 p.m. and Tuesday, July 21st from 8:00 a.m. to 2:00 p.m. or by appointment. All vendors must enter at Gate 11 on the North end of the grounds. NO EXCEPTIONS.**
6. The Fair will open on Tuesday, July 21st at 5:00 p.m.
7. All vendors must be open for business on Tuesday, July 21 by 5:00 p.m. and complete display must stay intact until 8:00 p.m. on Sunday, July 26. *(See food & commercial vendor hours of operation schedule on last page.)*
8. Displays should not obstruct neighboring displays nor project ahead of neighboring booths. **Aisles and pedestrian walkways on the Fair grounds must not be obstructed in any way. No overhangs or awnings will be allowed to protrude/extend outside of your rental area.**
9. Hand written signs are not allowed at any booth/area. If a hand written sign is displayed, you will be asked to remove it.

ADMISSION

1. **Daily vendor passes are \$6.00.** Season admission passes are available for \$24.00 and can only be purchased in the Fair Office.
2. Vendors must utilize the Fair Office (Will Call Window) to pick up and distribute passes to their employees/volunteers, located inside the Fair Park Pavilion. Please see Admission Pass Order Form for more details. No admission passes will be mailed.

BEVERAGES

Washington County Fair Park has an exclusive beverage supplier and distributor of all soft drinks, juice and bottled water products. All vendors are aware of this policy by signing the contract. All beverages must be purchased through the Fair and serviced through Coca-Cola Bottling Company. Milk is excluded. Vendors are not permitted to give away **any** beverages. A service fee of \$400 will be charged to food vendors using "bag in the box." Vendors using "bag in the box" will be able to purchase their product directly from Coca-Cola.

CONTRACTS

1. Upon approval of the Reservation Form, you will receive a contract from Washington County Fair Park.
2. Contracts will be approved and monies will be directly deposited to our business account.

3. SIGNED CONTRACTS AND FULL PAYMENTS ARE DUE 30 DAYS UPON RECEIPT. VENDORS NOT PAID IN FULL BY June 29, 2009 WILL NOT BE ALLOWED TO SET UP.

4. Upon receipt of your reservation and acceptance as a vendor, there will be no refunds of exhibit fee/deposits. (The Fair executives and AIS Board have the right to discuss individual circumstances that may justify a refund).
5. Unapproved reservation forms and deposits will be refunded to applicants.

CAMPING

Camping on the Fairgrounds is done on a "first come" basis. Camping requests: Please refer to the camping reservation form.

1. Camping spaces will be available from Monday through Sunday night, a seven night maximum.
2. **Camping spaces will be assigned by Fair Staff.**
3. Camping permits must be displayed in your vehicle window.
4. Each camping space is allowed to have one vehicle per space.
5. No open flames or fire pits are allowed on the Fairgrounds.

FOOD INFORMATION

1. Food concessionaires must have a listing on their menu form of items to be sold. No items may be added without permission from the Fair.
2. All food vendors shall comply with state and local health regulations. A "Temporary Restaurant Guidelines" booklet from the Department of Health and Social Services, Wisconsin Division of Health, is available in the Fair Office. State Health Department personnel will inspect each food stand.
3. Storage trailers/trucks with refrigerator/freezer must have contact name and phone number on back door for emergencies. In addition, there will be a fee for electricity.
4. You will be required to park your storage units in assigned parking spots. Check at the Fair Office prior to parking your storage unit. Units parked outside designated area will be removed.

FRAUD AND MISREPRESENTATION

Each vendor is expected to deal honestly and fairly with the public and his/her employees. Any attempted fraud or misrepresentation will be considered sufficient cause for revoking the contract and removal from the grounds.

HELIUM/PROPANE

Helium and propane tanks are to be delivered to the vendor's location and all compressed helium/propane tanks must be secured with a chain so that they cannot fall or tip over. Failure to abide by this rule will result in a citation.

ICE

Bagged ice will be available at each beverage stand. Block ice will NOT be available on the grounds.

INSURANCE

1. All vendors must submit a copy of Certificate of Insurance for general liability with limits of **\$1 million** and food vendors must have product liability, naming the Washington County Fair, the Ag & Industrial Society and the Washington County Fair Park, 3000 Hwy PV, West Bend, WI 53095, as an additional insured. The copy of Insurance is required to be mailed **30 days prior** to the Fair. Vendor set-up will not be allowed until the Certificate of Insurance has been filed and acknowledged by the Fair Office.
2. Washington County Fair does not offer insurance for purchase.

LIABILITY

The Washington County Fair shall not be liable for any loss or damage to the property of the vendor or of it's employees, agents, patrons, or guests due to fire, smoke, water from any source, theft, criminal mischief, accident of any kind or from any other cause whatsoever and will not be liable for injuries to the vendor, his employees, agents, patrons, or guests for damages or injuries arising from or in any way connected with the use of occupancy of space. The vendor agrees to indemnify and hold harmless, the Washington County Fair and their employees, against any and all claims of any person whomsoever, arising out of acts or omissions of the vendor, his employees, agents, patrons, or guests.

LICENSE AND PERMITS

1. Vendors will obtain all licenses and permits that are, or may be required by any public authority for sale of any of their products. A copy of the appropriate **Seller's Permit Form S240** shall be provided to the Washington County Fair at the time of contract (Wisconsin Internal Revenue personnel do make visits to the Fair Park for this information).
2. A Food/Health permit is required and must be displayed during the Fair.

LOTTERIES/RAFFLES/DRAWINGS/CONTESTS

1. Any and all lotteries/raffles/drawings/contests are regulated by state statutes set forth by the Wisconsin Department of Agriculture, Trade and Consumer Protection. For more information contact the Wisconsin Department of Agriculture at 1-800-422-7128 or write to Wisconsin Department of Agriculture, Trade and Consumer Protection, PO Box 8911 Madison, WI 53708-8911. **The Department of Agriculture does have staff that checks Fairs/Events throughout the state.**

2. Any use of promotion, scheme or device involving the award of any prize, gift or privilege determined as a result of any contest or by chance, without prior consent of the Fair is prohibited. Promotions shall have **written** approval by Management.

LOSS OR DAMAGE

The Washington County Fair shall **not** be responsible for any loss or damage suffered by any vendors, patrons, employees or guests from any act of theft, vandalism, accidental injury, or act of God. (For any loss or damage.)

MANDATORY RECYCLING

1. There is a mandatory recycling fee: Food Vendors - \$100.00; Commercial Vendors - \$20.00 that must be paid with your reservation.
2. Grease barrels will be strategically placed throughout the food court for the disposal of cooking grease. Any vendor not disposing of grease properly will be assessed a damage fee of \$500.00
3. Cardboard boxes must be flattened and stacked in collection containers located on the Fairgrounds. Plastic and aluminum must be separated from regular garbage; appropriate containers will be available.

If using your own containers for grease, the containers **must be covered and placed on the gravel.*

PARKING

Parking is on your own; no assigned spaces are available.

RULES AND ORDINANCES

1. The Vendor agrees to conduct all of its business in an orderly and lawful manner and to obey all rules of the Washington County Fair.
2. All vendors are expected to convey a professional behavior and dress appropriately. Vendors not complying will be asked to leave.

SELECTION OF VENDORS

1. Submission of the Reservation Form does not guarantee that a space will be awarded to you.
2. Returning vendors, who in the opinion of the Washington County Fair management have run acceptable operations, will have first option to renew their contracts.
3. New vendors **must** submit with their Reservation Form: Photograph (s) of your exhibit/display, if available. Three (3) references including contact name and phone number (s). Complete description of all products to be displayed/sold.

SECURITY

1. The Ziegler Family Expo Center is fully air conditioned. During closed hours it will be fully locked and secured.
2. Overnight Security will be provided Tuesday through Saturday night. The Fair will not be responsible or liable for any loss or thefts. All reports should be filed with the Washington County Sheriff's Department.
3. All exhibits must be removed from the Fairgrounds by 9:00 a.m. on Monday following the Fair or an additional fee may apply.

SET-UP

1. **All vendors will be required to enter through the North Gate (Gate #11) for set-up.** You will check in with Fair Park staff, receive passes, booth space info, etc. Everyone must be paid in full upon arriving or vendors will not be allowed to set-up. You will be directed by Fair Park staff to your booth space. Set-up times will be Monday, July 20th¹, from 8:00 a.m. to 6:00 p.m. and Tuesday, July 21st, from 8:00 a.m. to 2:00 p.m., or by appointment. NO EXCEPTIONS
2. You must have proper electrical outlets and hookups. The Fair will no longer allow the use of our temporary spyder electric boxes for free. Those will be available to rent for \$75/day and will require a \$1500 deposit.

SHIPMENT/DELIVERIES

1. All deliveries should be directed to the vendor, in care of the Fair Park Office.
2. The Fair will not accept responsibility at any time for material received and stored.
3. No COD's will be accepted.

TAXES

1. Wisconsin state sales tax is 5.6% in Washington County.

UNSUITABLE PRODUCTS

1. The Washington County Fair Park reserves the right to deny any display and/or sale of items which, in the Fair management's sole judgment, are inappropriate.
2. The display, sale or distribution of knives, and/or weapons of any type, is prohibited by the Washington County Fair.

VEHICLES ON GROUNDS

- 1. No vehicles including golf carts or any type of ATV will be allowed on the grounds **after 8:00 a.m. daily.**
- 2. Vendors needing to restock booths will be allowed to unload products at the North Gate (#11). If needed, a Fair Park Representative will drive the vendor and product in a Fair Park vehicle to the proper location.
- 3. Vendors can stock/load booths/areas by driving onto the grounds between the hours of 12:00 a.m. and 8:00 a.m.

WATER SUPPLY

A back flush valve must be used for each water hook-up. If you have a soda machine that requires a water hook-up for making carbonated water, you will need a second special back flush valve for that purpose. Per local and state health regulation, all vendors using water outlets/connections on Washington County Fair Park grounds shall have FDA or NSF approved water hoses. Also, "gray water" shall be self-contained (holding tank) and can be deposited only in specific designated areas (inquire upon arrival).

FOOD VENDOR HOURS OF OPERATION:

Tuesday5:00 p.m. – 11:00 p.m.
 Wednesday..... 10:00 a.m. – 11:00 p.m.
 Thursday..... 10:00 a.m. – 11:00 p.m.
 Friday..... 10:00 a.m. – 11:00 p.m.
 Saturday..... 10:00 a.m. – 11:00 p.m.
 Sunday..... 10:00 a.m. – 8:00 p.m.
 (or later hours as vendor sees fit)

COMMERCIAL PAVILION HOURS OF OPERATION:

Tuesday.....5:00 p.m. – 10:00 p.m.
 Wednesday..... 10:00 a.m. – 10:00 p.m.
 Thursday..... 10:00 a.m. – 10:00 p.m.
 Friday..... 10:00 a.m. – 10:00 p.m.
 Saturday..... 10:00 a.m. – 10:00 p.m.
 Sunday..... 10:00 a.m. – 8:00 p.m.

During these hours, all exhibits must be open and have a vendor representative in their booth. Unmanned booths will be subject to removal and may not be allowed to return.

VENDOR CHECKLIST:

- Signed Last Page of Vendor Booklet
- Reservation Form
- \$125.00 down payment for **Commercial Vendor** Space or Full Payment
- \$250.00 down payment for **Food Vendor** Space or Full Payment
- \$100.00 refundable deposit
- \$100.00 Mandatory Recycling Fee (Food Vendor)
- \$ 20.00 Mandatory Recycling Fee (Commerical Vendor)
- Menu Form (Food Vendor)
- Camping Form
- Admission Pass Form
- Seller Permit (S-240)
- Certificate of Liability Insurance

Please complete, detach and return with all other forms to:

**Washington County Fair Park
 3000 Hwy PV
 West Bend WI 53095**

I, _____
(Print your name here)

agree to the policies, procedures and regulations set forth in this booklet. I understand that violation of any of these policies will result in my removal from the Washington county Fair.

(Signature)

(Date)

Business: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Cell: (_____) _____

WASHINGTON COUNTY



133 Acres of Fun!

WASHINGTON COUNTY FAIR DATES

July 20 – 25, 2010

The 152nd Anniversary

July 26 – 31, 2011

The 153rd Anniversary

July 24 – 29, 2012

The 154th Anniversary

