

JULY 20, 2023



WAUKESHA COUNTY FAIR

COMMERCIAL VENDOR

Farmers Market

RULES AND

REGULATIONS

NOTICE TO ALL VENDORS:

By signing the 2023 Waukesha County Fair Vendor's Farmers Market Contract Agreement, you are hereby acknowledging that you have read and agree to all stated rules and regulations of the Waukesha County Fair. Violation or non-compliance of these rules will result in the Fair Board's decision to request your immediate removal from the fair grounds. Such removal may result in your inability to return in future years.

PLEASE READ ALL CONTENTS OF THIS BOOK. Take the time to update yourself on the rules of our Fair. You will be held accountable for all rules listed in this book.

EXECUTIVE DIRECTOR Chrissy Gluege

COMMERCIAL CHAIRPERSON Don Skarda, Marisah Hilger, Kent Niemi, Karen Pochinski

COMMERCIAL ASSISTANT

MAILING ADDRESS 2417 Silvernail Road
Pewaukee, WI 53072

FAIR LOCATION Waukesha County Expo
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Farmers Market Agent

Email

NOTE: The Waukesha County Fair is executing a Farmers Market during the Waukesha County Fair on Thursday July 20th from 9 AM to 2 PM. This event will be managed by the Commercial Agent and will be overseen by the Waukesha County Fair Commercial Committee.

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DEFAULT

1. If vendor is in default under any section of this contract agreement or fails to adhere to the standards or supervisory directions established by the Waukesha County Fair, the Commercial Committee or Farmers Market Agent shall notify vendor of such default or failure and vendor shall have a reasonable time to remedy such default or failure, such reasonable time to require immediate action if the Fair is in, or about to begin, production. In the event that the vendor does not remedy such conditions in a reasonable time, the Fair may terminate contract agreement, expel vendor from the location and offer to rent the location to another vendor without any further liability or obligation to vendor.
2. **A \$100.00 security deposit required (CASH ONLY)** at check-in to guarantee your booth will remain open, intact and staffed, during hours of operation. This deposit also guarantees that booths will not be taken down prior to 2 pm. This deposit will be returned to you upon release time by the Commercial Farmers Market Agent managing the Farmers Market as long as no defaults have been met. If not picked up by 4 pm on July 20th the deposit **becomes property of the Waukesha County Fair.**

SELECTION OF VENDORS

1. Submission of contract agreement does not guarantee that a space will be awarded to you.
2. New vendors (as defined under Exhibit Space/Placement section) **must** submit with their contract:
 - A. Signed Vendor Contract Agreement
 - B. Vendor supplied COI (Certificate of Insurance)
 - C. Booth Fee (Payable to Waukesha County Fair Association)
 - D. State Form S-240

CONTRACTS

1. Approved contracts with no changes will be deposited immediately to our bank.
2. Upon approval of the contract agreement, there will be NO refunds of exhibit fees/deposits – monies are deposited immediately.
3. Unapproved contract fees/deposits will be returned to applicants.
4. Waukesha County Fair Association and Farmers Market Agent reserves the right to deny display and/or sale of items, which, in the Fair Management's sole judgment, are inappropriate and also reserves the right to restrict the distribution of materials or sale of any products on the grounds at any place or any time.
5. Should there be inclement weather, the Waukesha County Fair Security and Commercial groups will inform everyone if you need to prepare for bad weather and if you need to take cover in a building. After the inclement weather, all vendors must return to their booths and return to active status.
6. Vendor gives the Waukesha County Fair and assigns the right to use the name and likeness of the vendor, its owners, partners, shareholder, officers, directors, employees and agents for the purpose of promoting the Farmers Market Event,
7. This is a non-exclusive event, there may be similar items for sale by other vendors.
8. No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of the Waukesha County Fair and the Vendor.
9. Producers that sell plants, farm produce or products grown or prepared should be by the producer. No wholesale produce or products.

10. Processed Foods and Baked Goods. Please check your state guidelines for sale of home-baked goods. Baked goods must be whole not sliced.

EXHIBIT SPACE/PLACEMENT

1. Outdoor display/exhibit spaces will only be sold in 5' increments with a minimum of 10' required. Outdoor display space has no protection available against weather. **Tents are required to either be staked or weighted down. Each leg must be weighted by 30 lb. cinderblocks, or sand pails. Tent top must be tied down** with guy wire to avoid wind pulling it off. Any tent not staked or weighted down will be in default of the contract agreement and may be asked to be removed. No advertisements or logos on tent other than what you are selling will be accepted. Tent must be in clean, excellent condition – no tears nor tattered. Tent STAKES must be a minimum **7.5 inches long and about 1/4 in diameter (about the size of your small finger).** **The tent stakes must be pounded 5 inches minimum into the ground.** Tent nails, pegs, and hooks are NOT allowed. Contact Commercial Farmers Market Agent or Fair Commercial Office if you have any questions.
2. No special services in connection with setting up or decorating the display can be provided by the Waukesha County Fair. All exhibits, **including chairs, tables, furniture, lighting, and other display material must be provided and installed by the vendor.**
3. Smoking is **NOT** allowed in any building, tent or sales area.
4. The Farmers Market Agent will prepare the layout of booths and assign spaces accordingly. **It also reserves the right to change the layout at any time.**
5. **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 Commercial Committee or Farmers Market Agent. Also, vendors are prohibited from roaming the grounds selling merchandise, handing out flyers or coupons. Any variation will result in the vendor forfeiting his right to conduct business at the Waukesha County Fair.
6. **Booth Locations will not be available until check-in.**
7. All vendors must be in place and operational no later than 9 AM on, July 20th and must stay intact until 2 PM.
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, sign boards, or awnings will be allowed to protrude/extend out of your rental area.** Demonstrating and distributing of material must be **confined to the limits of your occupied exhibit space.**
9. Outdoor space for Farmers Market is ALL grass between (2) parking lots, NO vehicles are allowed on the grass at any time, Driving on the grass will NOT be allowed. Driving on the grass will be in default of your agreement.

BEVERAGES

Every year the Fair selects a soft drink company as a "Corporate Sponsor". This "Corporate Sponsor" will be the exclusive supplier and distributor of all soft drink and bottled water products for independent food vendors contracting with the Waukesha County Fair. All vendors should note that by signing the contract, you are also contracting to serve that specific soft drink. You shall only serve and purchase that specific soft drink from the corporate soft drink sponsor on the fair grounds. This does not apply to lemonade, fruit punch, and fruit juices. Upon selection of a "Corporate Sponsor", all contracted vendors will be notified and contacted by the soft drink representative. All other signs must be removed or covered up or vendor will forfeit security deposit. All vendors selling soft drinks are required to purchase from our supplier before the fair opens. Failure to use "Corporate Sponsor" beverages and materials (ie. Cups, stickers, logos, etc.) are in default of this agreement and will result in immediate removal and loss of security deposit.

NOTE: Carry-ins are NOT allowed. Contact the Commercial Office with any questions or to contact the “Corporate Sponsor” for beverages.

ICE

The Fair will also have an exclusive supplier of ice on the grounds. Upon selection, contracted vendors will be notified and contacted by the ice representative and required to purchase any ice needs from this supplier. NO EXCEPTIONS. Failure to use/purchase from ice sponsor is a default of this agreement and may result in immediate removal and loss of security deposit. **NOTE: Carry-ins are NOT allowed. Contact the Commercial Office for Ice purchases and deliveries.**

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, loss of security deposit, and further consequences from the Waukesha County Sheriff's Department.

GOLF CARTS/SERVICE VEHICLES

1. All golf carts/service vehicles will be registered with the Waukesha County Fair Association, operation agreement signed by each driver, and a permit issued by the Grounds Committee in the Commercial Office if approved.
2. Permits will not be issued to the general fairgoer.*
3. Operators **must** be over the age of 18 and have a valid driver's license.
4. A Certificate of Insurance **must** be provided to the Waukesha County Fair Grounds Committee with the permit Application and Insurance certificate as stated in INSURANCE section of the Rules and Regulations Book.
5. Golf Carts/Service Vehicles will not be permitted on the Farmer Market Grounds **after 9:00 am on any day.**
6. Keys **must** be removed from Carts/Vehicles when not in use.
7. Carts/Vehicles must always be driven slowly and only in designated areas specified by the Waukesha County Fair Board or Commercial Office.
8. Operators are totally responsible for the safety of themselves, their passengers and all pedestrians.
9. Unauthorized personnel are not permitted to drive Carts/Vehicles.
10. **Any** violation of the Golf Cart/Service Vehicle rules and regulations will mean you are in default of this contract.

*Excludes wheelchairs and handicapped scooters. Wheelchairs available at the Commercial Office.

HELIUM/PROPANE

1. All compressed helium tanks must be secured with a chain so that they cannot fall or tip.
2. Propane tanks are to be delivered to the vendor's location and shall also be returned by the vendor. Failure to return tanks or have them picked up properly may not allow these vendors to return to future County Fairs.

INSURANCE

1. All vendors shall furnish Certificates of Insurance for general liability with limits of **\$1 million per occurrence**, naming the Waukesha County Fair Association, Inc., 2417 Silvernail Road, Pewaukee, WI 53072 as an **additional insured.** It is **ALSO required** to list the Waukesha County Expo Center at 1000 Northview Road, Waukesha, WI 53188 as additional insured. **Food vendors shall also have product liability insurance.** The certificate must be faxed, mailed, emailed or delivered to the Fair office by June **1, 2023.** No vendor will be allowed to set up until a valid Certificate of Insurance has been filed and acknowledged. **No exceptions.**

2. **No insurance will be offered for sale by The Waukesha County Fair.**
3. All insurance certificates must have business name **(as listed on the vendor contract)** listed or accompanied by the Business name for proper identification.
4. Vendors agree to indemnify the Waukesha County Fair for any liability Damages due or paid on behalf of any vendor employees related to any possible employer Liability insurance benefits, including but not limited to worker's compensation.
5. This agreement shall be governed by the laws of the State of Wisconsin.

LIABILITY

1. The Waukesha County Fair shall not be liable for any loss or damage to the property of the vendor or of its 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 with the use of occupancy of space. The vendor agrees to indemnify and hold harmless, the Waukesha 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 Sellers Permit shall be provided to the Commercial Office. (Wisconsin Internal Revenue personnel do make visits to the Fair for this information.)
2. **Vendors must obtain a Wisconsin Sellers License (if you hold a license in another state, it is not valid in the state of Wisconsin, and you must obtain a Wisconsin License). A seller's permit is required for every individual, partnership, corporation, or other organization making retail sales, leases, or rentals of tangible personal properties or taxable services in Wisconsin unless all sales are exempt from sales or use tax. Obtain a Wisconsin Sellers License by the following contacts;**
 - a. **Website – www.revenue.wi.gov or 608-266-2776**
 - b. **Call-608-266-2776**
 - c. **Email – sales10@dor.state.wi.us**
 - d. **Mailing Address – P.O. Box 8902, Madison, WI 53708-8902.**

NOTE: PLEASE ALLOW A MINIMUM OF 3 WEEKS FOR PROCESSING.

LOSS OR DAMAGE

1. The Waukesha County Fair shall **not** be responsible for any loss or damage suffered by anyone or his employees or guests from any act of theft, vandalism, or accidental injury.
2. Should a problem arise, refer to Security section of the Rules and Regulations Book.

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. In the event you are not familiar with these, YOU CAN contact the Wisconsin Department of Agriculture at 1-800-422-7128 or, in writing, Wisconsin Department of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, WI 53708-8911.
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 Commercial Committee is prohibited. Promotions shall have **written** approval by the Commercial Committee after receipt of the signed document **"Clarifications to Lotteries/Raffles/Drawings/Contests for Waukesha County Fair !"**

3. If approved, a prize winner form must be completed and returned to the Commercial Office by 8:00 p.m. on the last day of the Fair.
4. The release deposit check will not be returned to the vendor unless the prize winner form is completed and turned into The Commercial Office.

MANDATORY RECYCLING and CLEAN UP

1. Glass, #1 and #2 plastic bottles, aluminum cans and steel/tin cans must be placed in containers labeled "Mixed Recyclables".
2. Cardboard boxes must be flattened and stacked in collection containers located on the Fairgrounds.
3. **All vendors are responsible for the clean-up of their booth space each day. Vendors are fully responsible for clean-up of their booth space.**

PARKING AND ADMISSION

1. Vendors receive one courtesy daily Admission and Parking Pass **PER CONTRACT, (NOT per 10' booth space).**
2. Vendors should make use of our Will-Call Window normally at gate 3 to distribute passes to their employees/volunteers prior to entering the Gates. The Waukesha County Fair is not responsible for any tickets provided to WILL CALL by a Vendor that an employee does not pick up prior to entering the Gates. Any tickets purchased before checking in at WILL CALL for these reserved tickets set by a Vendor will not be refunded for any reason. It is the responsibility of the Vendor to be sure that proper details are provided to each employee/worker as far as the specifics of tickets prior to entering the Gates.
3. Vendor parking is designated in the lots east of the 4-H Forum Building and Arena Building. However, parking is **not** guaranteed on the Fair Grounds.
4. **Tickets are not refundable.**
5. Vendors agree to park where designated by the Commercial Farmers Market Agent to maximize parking for Market Attendees.

RULES AND ORDINANCES

1. The vendor agrees to conduct all its business in an orderly and lawful manner and to obey all rules of the Waukesha County Fair which may not be in existence or which hereafter may be made and to abide by the rules and regulations and ordinances of Waukesha County and the City of Waukesha's Building Inspector, Health Department, Fire Prevention Department and other such departments whose duties embrace regulations of exhibits. This also includes language and behavior.
2. ****See County Ordinances, Back Page of Booklet. ****

TAXES

1. Wisconsin State Sales Tax is 5.0% in Waukesha County.

UNSUITABLE PRODUCTS

1. The Waukesha County Fair reserves the right to deny display and/or sale of any items which in the Commercial Committee's sole judgment are inappropriate. If any problem or situation arises that cannot be resolved by the contract agreement, and these rules and regulations, the final decision will be made by the Fair Management.
2. The sale, display, possession or distribution of the following items is prohibited at Waukesha County Fair without prior authorization from the Fair Management, including but not limited to: actual or look-alike weapons to include firearms, rifles, knives, spears, hand grenades, swords, bludgeoning tools or instruments, brass/metal knuckles, box cutters or razor blades, explosives, ammunition (loose or packaged), black powder, fireworks, sparklers, drones, multi-tools, blow/dart guns, airsoft weapons, slingshots, pea-shooters, high--pressure water guns, rubber band guns or any other device designed to launch or propel any type of projectile, conducted energy weapons (taser or stun guns), shears, loppers or scissors (with the exception of those under three (3) inches from the pivot point with rounded tips or those used for medical purposes), saws, drug paraphernalia, laser pointers, fire-starters, handcuffs, helium balloons, stickers, puff or e-cigarettes, spray paint, stink bombs, fart spray, bull whips, snaps, pops, martial arts weapons, silly string, pornographic materials, confederate memorabilia, or any other items that are deemed potentially harmful to the safe operation of Waukesha County Fair or the public in attendance. The Fair Management will have final decision-making authority. (Sole Exception per acceptance by the Waukesha County Fair Commercial Committee - Kitchen Cutlery)

FEE SCHEDULE

Exhibit Space

Outside A 10' x 10' space is \$50
(Additional space can be added by 5" increments at \$25 for each 5')

TENTS

THE FAIR DOES ALLOW PROFESSIONAL TENTS: Tents are required to either be staked or weighted down. **Each leg** must be weighted by 30 lb. cinderblocks, or sand pails, or similar weight system. **Tent top must be tied down** with guy wire to avoid wind pulling it off. Any tent not staked or weighted down will be in default of the contract agreement and may be asked to be removed. No advertisements or logos on tent except what vendor is selling will be accepted. Tents must be in clean, excellent condition- no tears nor tattered. **Tent STAKES must be a minimum 7.5 inches long and about ¼ in diameter (about the size of your small finger). The tent stakes must be pounded 5 inches minimum into the ground.** Tent nails, pegs, and hooks are NOT allowed. Contact the Commercial Coordinator if you have any questions.

SECURITY

1. **Commercial security will be provided Wednesday through early Sunday night.** The Fair will not be responsible or liable for any loss or theft. If there is a problem, a report is filed with the Waukesha County Sheriff's Department on the Fair Grounds.
2. Vehicles (includes bikes, scooters, mopeds, motorcycles, golf carts or any motorized vehicle) will not be allowed into restricted areas of the grounds during the open hours of the fair or before 9:00 pm on Sunday following the release time of 8:00 pm. **NO EXCEPTIONS.**

SPONSORSHIP

1. Sponsorship opportunities are available for many areas, events, and sectors of the Fair each year as well as multiple years. Vendor opportunities through sponsorships are an incredible way to heighten your brand and create lasting impressions in the community while interacting with hundreds of thousands of fair patrons throughout the run of our 5-day event. We encourage you to explore the opportunities that we can provide to your company.

2. There are many levels of sponsorships available as we customize packages to meet your individual goals and objectives. Come be a Friend of the Fair and continue to add value through our endless partnership avenues! Contact the Fair Office for more details at 262-544-5922 or email our Executive Director at Chrissy@waukeshacountyfair.com. We look forward to talking with you!
3. You can also check out a brief overview of basic packages and offerings online at <https://www.waukeshacountyfair.com/general-info/sponsors/>



**COUNTY ORDINANCES
WAUKESHA COUNTY EXPOSITION CENTER**

Ordinance of 12-5-58, Sec. 20-36 USE OF LIQUOR

No person shall bring into or drink any spirituous, vinous, malt or mixed liquors in any park or parkway, except in such areas as designated by the commission and then only by written permission of the commission, and except at such places as beverages are sold by licenses of the commission.

Ordinance of 12-8-68, Sec. 20-37 DISORDERLY CONDUCT

- A. No person shall use threatening, abusive, insulting, profane or indecent language, nor be guilty of conduct that is abusive, insulting, obscene, indecent, or constitutes a breach of the peace.
- B. No person violating any of the prohibitions enumerated in subsection (A) shall be allowed to remain in any park or parkway (including Expo Grounds).

Ordinance 154-03, 4-27-99, Section 2-45 SALES AND HANDOUTS

- A. No person shall sell, keep, or offer for sale any article, merchandise, or thing; nor promote any trade occupation, business or profession, for commercial purposes in any park or parkway (including Expo Grounds) without a written permit from the Director of Parks and Lane Use or the Director's designee (Expo Manager).
- B. No person shall deposit, place or scatter any material in any park or parkway. It shall not be unlawful, however, to hand out or distribute without charge to the recipient, any printed or written material to any person willing to accept it.
- C. No person shall deposit or place any material in or upon any vehicle in any park or parkway unless the owner or occupant of the vehicle is willing to accept it.
- D. Any person who distributes any material shall keep the area of distribution free of any litter caused by or related to the distribution.
- E. No person shall post, stick or otherwise affix any item or material to or upon any tree, equipment or structure of any kind in any park or parkway.
- F. In this section "material" means and includes any printed or written matter, any sample or device, circular, leaflet, pamphlet, newspaper, magazine, paper, book, or other printed or otherwise reproduced original or copies of any matter or literature.

Any person violating any of these provisions is subject to fines up to \$100, together with the taxable costs in the action in the discretion of the court, or imprisonment in the county jail for a period not to exceed ninety (90) days.