

JULY 19 - 23, 2023



WAUKESHA COUNTY FAIR

COMMERCIAL VENDOR

RULES

AND

REGULATIONS

NOTICE TO ALL VENDORS:

By signing the 2023 Waukesha County Fair Vendor's 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.

A NOTE TO ALL RETURNING AND NEW VENDORS;

PLEASE READ ALL CONTENTS OF THIS BOOK. The Waukesha County Fair Commercial Committee makes changes to this book every year. ***You are expected to be aware of these changes.*** Please 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 Marisah Hilger, Kent Niemi, Karen Pochinski

COMMERCIAL ASSISTANT

MAILING ADDRESS 2417 Silvernail Road
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FAIR LOCATION Waukesha County Expo
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**RETURNING VENDOR CONTRACTS:
ARE DUE BY FEBRUARY 1, 2023**

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 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 (Food Vendors security deposit is \$500.00) per booth will be 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 8 pm and absolutely no vehicles will be driven onto the grounds until after 9 p.m. on Sunday evening of Fair. This deposit will be returned to you upon arrival at release time in the Commercial Office area as long as no defaults have been met. If not picked up by 10 pm on Sunday, July 23rd 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. Returning vendors (as defined under Exhibit Space/Placement section) who in the opinion of the Waukesha County Fair management have run acceptable operations will have first option to renew their contracts.
3. New vendors (as defined under Exhibit Space/Placement section) **must** submit with their contract:
 - A. Photograph(s) of your exhibit/display
 - B. Three (3) references including contact name and phone number(s).

FOOD VENDORS

1. Food Concessionaires **MUST** have a listing on their contract **of all items to be sold**. No items may be added without Permission from the Commercial Committee.
2. All Food Vendors must have a POS system like a cash register OR suitable equal type POS system capable of tabulating all sales. The POS system must include;
 - a. Enough preset keys for the ability to itemize all products and sizes sold.
 - b. Daily totals for all categories and total sales (Z key) with date and time stamp. See inside back cover. Full Z tape (or a suitable equal) is required or immediate removal from grounds will be in effect and deposit will be forfeited.
 - c. Vendors will be required to turn in a blank number receipt before beginning operations and a Z (or a suitable equal) receipt after each day's operation for reconciliation. Previous days sales must be reconciled every morning between **8:30 am and 10:30 am**. With the exception of Sunday evening sales to be reconciled between **6:30 pm and 8:30 pm**. **At Check-In, each Vendor will be assigned a time slot for reconciliation during the times listed above. Failure to reconcile will end in forfeiting of deposit. Security deposits CANNOT be used towards commission fees and MUST be paid separately. IN CASH ONLY.**
 - d. **Commission will be reconciled daily between set hours as listed above. All commission monies must be paid in CASH ONLY with no exceptions. A late fee in the amount of \$50.00 will be added for every hour that the commission is late.**
 - e. If you need to rent a register you can do so by calling Chad at CRS (Cash Register Service) 262-544-2030.
 - f. **Food Vendors must provide suitable flooring inside their booth. This is according to the Waukesha County Health Department rules. Phone number: 262-896-8300 or waukeshacounty.gov**

- g. **Failure to use cash register** (or a suitable equal) **will result in IMMEDIATE REMOVAL.**
- h. **Square and other POS electronic settlement systems are allowed but must be provided with the accurate date, time, and itemized list of products sold with corresponding sales. Failure to provide this information or lack of full disclosure will be subject to forfeiture of deposit and/or removal of grounds.**

- 3. All food stand 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, will be provided. Health Department personnel will inspect each food stand randomly at their discretion.
- 4. **The Waukesha County Fair Association reserves the right to audit the cash register sales and cash reconciliation of ANY time during the Fair. Random checks may be executed throughout the course of the Fair.**
- 5. Storage trailers/trucks with refrigerator/freezer ***must*** have contact name and working phone number on back door for emergencies and **must register their license plates, size of unit, as well as make/model. Any stock/storage vehicle connected to the Expo power system IS REQUIRED to pay \$10 for electrical usage for each separate vehicle (based on availability)**, this information must be provided at time of check-in.
- 6. You will be required to park your storage units in assigned parking spots. **Check with Commercial Office prior to parking your storage unit.** Units, which are found to be parked in different locations will be removed immediately at owner's expense.
- 7. Parking storage units within the Fair area is based on space availability and all food vendors will be given priority. All storage trucks must be registered with the commercial office.
- 8. **At any point and at any time staying overnight and/or sleeping in stock trucks is NOT permitted and will be in default and may result in forfeiture of security deposit based on the sole discretion of the Commercial Committee.**

CONTRACTS

- 1. Approved contracts with no changes will be deposited immediately to our bank.
- 2. **Contracts are due February 1, 2023** for returning vendors. Contracts for new vendors are due by the date specified on the contract or late fee will be assessed.
- 3. Approved contract copy will be returned to vendors that have been awarded space. Upon approval of the contract agreement, there will be NO refunds of exhibit fees/deposits – monies are deposited immediately.
- 4. Unapproved contract fees/deposits will be returned to applicants.
- 5. Campaign materials **MUST** remain confined to that particular parties assigned booth space. Campaign organizations are prohibited from handing out/displaying yard signs of any kind as well as walking/roaming the grounds handing out campaign material **WITHOUT** advanced consent of the Commercial Committee.
- 6. Waukesha County Fair Association 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

EXHIBIT SPACE/PLACEMENT

Definition of vendor classification:

RETURNING VENDOR: organization/business that had approved contract for exhibit space and displayed the previous year.

NEW VENDOR: organization/business that did not have approved contract for exhibit space and did not display previous year.

If you are interested in becoming a Priority Vendor please contact the Fair Office at 262-544-5922

1. Outdoor display/exhibit spaces will only be sold in 5' increments with a minimum of 15' required. Indoor space is 10' deep, 10' wide and 8' maximum height in the back allowed for vendor's own backdrops.
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 or tent.
4. The Commercial Committee will prepare the layout of booths and assign spaces accordingly. **It also reserves the right to change the layout at any time.** Spaces are assigned in the following order:
 - **Returning Vendor** contracts not in by due date of February 1st will be assessed late fee of \$50.00.
 - **New Vendor:** Commercial Committee will place these vendors according to when contract is received. Any new vendor in after July 1st will be assessed a **\$50.00 Late Fee.**

***Note:** Returning vendors requesting to move from Outside to Inside, will be changed on the date contracts are due – space permitting.

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. 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; with the exception of the "Roaming Vendor Program".
6. **Booth Locations will not be available until check-in. Please do not call the office prior to this date requesting your booth space location. Do NOT assume where your location may be! Do NOT park in any space until you have checked-in.**
7. Exhibit spaces will be available for set-up on the following schedule:

OUTSIDE Trailer Space:

Sun., July 16th, 5:00 pm – 8:00 pm

Mon., July 17th, 8:00 am – 6:00 pm

Outside Tents Space & Inside Spaces:

Tues., July 18th, 8:00 am – 6:00 pm

Vendors will only be allowed to set-up per the schedule above unless otherwise specified or arranged by the Commercial Committee Chairperson.

8. All vendors must be in place and operational no later than 12:00 noon on Wednesday, July 19th and must stay intact until **8:00 pm on Sunday, July 23rd.** **Any vendor taking down their booth before 8:00 pm or driving on the grounds before 9 pm will be at default per contract agreement.**
9. 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.** Vendor must inform Commercial Office, prior to event start, if planning to plug own stake holes. Vendor must have all equipment and product approved by Grounds Committee to avoid unnecessary charges.

10. **Where tent stakes are used for securing tents, vendors must request additional 10 feet of frontage. Tent stakes in the asphalt will be charged \$20.00 per hole. This will be monitored during the fair and charged accordingly.**
11. **All vendors using trucks or trailers as their place of business, must purchase sufficient space to locate their vehicle in the assigned space without interfering with any tents or already parked food vehicles.**

**HOURS OF OPERATION – VENDOR MUST BE FULLY OPERATIONAL DURING THESE TIMES
TIMES WILL BE STRICKLY ENFORCED**

	<u>OUTSIDE VENDORS</u>	<u>INSIDE VENDORS</u>
Wednesday, July 19.....	12:00 pm - 10:00 pm	12:00 pm - 9:00 pm
Thursday, July 20.....	12:00 pm - 10:00 pm	12:00 pm - 9:00 pm
Friday, July 21.....	12:00 pm - 10:00 pm	12:00 pm - 10:00 pm
Saturday, July 22.....	10:00 am - 10:00 pm	10:00 am - 10:00 pm
Sunday, July 23.....	10:00 am - 8:00 pm	10:00 am - 8:00 pm

****NO VEHICLES ON GROUNDS PRIOR TO 9:00 PM ON SUNDAY, JULY 23rd. NO EXCEPTIONS. ****

During these hours, all exhibits must be open and have a vendor representative in the booth. Unmanned booths will lose their security deposit and be subject to removal and may not be allowed to return. The Fair Grounds open daily at 8:00 a.m. and close at Midnight with the exception of Sunday.

ROAMING VENDOR PROGRAM

1. Initial Fee of \$250.00 buys **one credential for one person.** (Good for all days of the Fair).
2. Additional credentials may be purchased for \$50.00 **per person per day.**
3. Credentials must be picked up and turned in each day at the Commercial or Fair Office. Additional credentials will not be reissued if the previous day is not turned in. **NO EXCEPTIONS.**
4. Roaming vendors must adhere to **all policies of a returning and/or new vendor** such as contract rules, handouts, distribution and sale of material and products, and deposit procedures and forfeiture.
5. All Roaming Vendors must wear identifiable clothing.
6. Midway may be excluded.
7. A vendor must submit samples of what is to be sold before the Commercial Committee will approve the roaming vendor program.

COMISSION SPLIT VENDORS

1. Required to sign a separate contract agreement established by the Waukesha County Fair Association.
2. Commission Split Vendors required to use and track tickets/sales every day of the Fair.
3. As with Food Vendors, these vendors are required to reconcile EACH morning (and Sunday Evening) with the Commercial Committee and monies are to be paid in CASH only.
4. Commission split vendors will be required to submit a \$100 deposit along with signed contract to hold vendor's spot.

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 food 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 Commercial representative. All other signs must be removed or covered up or vendor will forfeit security deposit. All vendors selling soft drinks are required to pre-purchase their starting soft drink needs from the Commercial Office 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 about the FAIR 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 Commercial Office representative and required to purchase any ice needs from the Commercial Office. NO EXCEPTIONS. Failure to use/purchase from Commercial Office 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.**

WATER SUPPLY

A back-flow valve will be provided for each water hook-up. If you have a soda machine, which 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 the Fair 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). Any vendor draining "gray water" on the ground will be in default of their contract agreement.

There will be a \$50.00 fee for **each** water hookup.

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 Fair Grounds **after 9:30 am on any day Wednesday through Sunday.**
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.

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. Coverage dates, must be as a minimum, starting three (3) days before the actual dates of the Waukesha Fair and lasting through 1 day after the Fair Event. **Food vendors shall also have product liability insurance.** The certificate must be faxed, mailed emailed or delivered to the Fair office by **May 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.

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. If left neatly behind booth space, they will be disposed of properly by Expo staff.
3. Grease barrels will be located on the grounds for disposal of cooking grease. **DO NOT** use your own containers for grease. CHECK WITH THE COMMERCIAL OFFICE FOR LOCATION OF THE CONTAINERS. **A \$250.00 fine will be assessed for grease not properly disposed of.** This will be default of Contract agreement and may result in loss of security deposit or potential to return to future Waukesha County Fairs.
4. **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 after check out on Sunday night of the Fair. **Any garbage or unwanted materials left behind may result in possible non-admittance to future Waukesha County Fairs or a potential fine from Waukesha County. ****

MASCOTS

1. Mascots must be accompanied by at least one chaperon at all times.
2. Mascot handouts -
 - A. Food items/samples are not permitted.
 - B. Flyers, menus and coupons **are not permitted.**
 - C. All other items must be approved by the Commercial Office.
3. Mascots will conduct themselves in an orderly and civilized manner.

4. Any violation of the mascot rules will result in revocation of the privilege of the mascot strolling the Waukesha County Fair.
5. **Any and all mascots must obtain approval by the Waukesha County Fair Board and have proper Identification to roam the grounds appropriately.**

PARKING AND ADMISSION

1. Vendors receive two courtesy Season Admission and Parking Passes **PER CONTRACT, (NOT per 10' booth space)**. Two courtesy passes consist of two season parking passes (season parking passes are one individual hang tag that hangs on your rear-view mirror, you will receive a total of two) and two packs of admission tickets (there are 5 to a pack, which means you will get a total of 10 daily tickets). This covers enough passes for two (2) people and (2) vehicles to enter the grounds all five days of the Fair.
2. **Additional Commercial Season Admission passes for \$25.00 and Commercial Season Parking passes for \$10.00 can be purchased by end of day Tuesday, July 18th, 2023.** After this point, all tickets become regular gate prices/promotions.
3. **Admission passes will be given out at check-in upon receipt of the security deposit required. No admission passes or parking passes will be given out before check-in.** 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 Association 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.**
4. 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.
5. **Tickets are not refundable.**

POOLS AND SPAS

1. Vendors are permitted to only fill **one pool/spa** with water. This water must be brought in or additional costs will apply.
2. The filled pool/spa **must be covered and locked** when exhibit is not manned.
3. Pools, Spas or other water containment events, **MUST** drain the water directly into a drain system at the end of the Fair!

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 Association 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. ****

SHIPMENTS / DELIVERIES

1. All UPS or Fed-X deliveries should be directed to the **vendor name**, in care of the **Commercial Office**. Waukesha County Fair, 1000 Northview Road, Waukesha, WI 53188. Positively no property will be accepted upon which there are charges of any kind. **(Deliveries are not to be directed to the Expo Office in the Arena).**

2. The Fair **will not accept responsibility** at any time for materials received and stored.
3. Delivery permit is required to access Gate #3.
4. **AFTER 11:00 AM WEDNESDAY THROUGH FRIDAY OF FAIR ALL DELIVERIES MUST BE MADE BY HANDTRUCK. AFTER 9:30 AM SATURDAY & SUNDAY OF FAIR ALL DELIVERIES MUST BE MADE BY HANDTRUCK- NO EXCEPTIONS.**
5. **For any type of deliveries being sent via mail, or carrier i.e. UPS please contact the Commercial Office with a contact name and phone number.**

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

Indoor Space Floor	\$35.00 per frontage foot (all Indoor Floor booth space 10 ft deep).
Outside	Please see enclosed map & pricing below (Outside space is 15 foot minimum)
Section A1- A12	\$65.00 per frontage foot (corner locations)
Section B	\$45.00 per frontage foot
Section C.....	\$30.00 per frontage foot
Section D.....	\$25.00 per frontage foot
Section E	\$10.00 per frontage foot
Food Concessions	Please see enclosed map & pricing below (Outside space is 15 foot minimum)
Section A1-A12	\$57.00 per frontage foot & 17% of Gross Sales Minus Sales Tax (corner locations)
Section B	\$37.00 per frontage foot & 17% of Gross Sales Minus Sales Tax
Section C.....	\$22.00 per frontage foot & 17% of Gross Sales Minus Sales Tax
Section D.....	\$17.00 per frontage foot & 17% of Gross Sales Minus Sales Tax

Electricity

\$75.00 + Sales Tax	115 volt – 20 Amp	Min Cable size: cooking = 10/3, Lights = 12/3
\$100.00 + Sales Tax	115 volt - 30 Amp	Min Cable size: 8/3
\$120.00 + Sales Tax	230 volt - 30 - Amp circuit	Min Cable size: 8/4
\$140.00 + Sales Tax	230 volt – 50 - Amp circuit	Min Cable size: 6/4

\$200.00 + Sales Tax230 volt – 100 - Amp circuit Min Cable size: 3/4 or larger
Stock trucks requiring electrical connection will have an additional charge of \$10 per unit.

Everyone must have a 100 foot continuous cable 3-wire or 4 wire grounding type cord. All hook-ups must have adequate continuous cord or cable to reach power panels of 100 feet distance from exhibit booth to assure proper power and operation of your equipment with no splices and all plugs in excellent working order. All cords/cables must have working grounding connection. If electrician deems your cable is insufficient size, not continuous, is not in good condition, or does NOT meet code it will NOT be connected. To be connected, the connecting end of your cord must neatly wound and exit the rear of your booth space. All cord connections inside the booth must be kept off the ground. **ALL CORDS MUST HAVE A GROUND WIRE!** **Inside vendors must pay \$75 + tax for electric if they want/need electrical connection.**

All cords must be suitable to outdoor use. Those vendors who do not bring suitable cords will be required to **purchase them from the Waukesha County Fair for \$100.00 or more based on size before** their equipment will be put in service.

If you have any questions regarding electrical requirements of your equipment, consult your **LOCAL ELECTRICIAN** before completing the contract application. This is the sole responsibility of the vendor. Any services provided by the Fair Electrician must be paid to the electrician at time of service.

TENT RENTAL - THE FAIR DOES ALLOW PROFESSIONAL TENTS!

Outdoor display space has no protection available against weather. Tents are available through the Waukesha County Fair. **Any vendor providing own tent and staking it in asphalt will be charged \$20.00 per hole to fill.** It is advisable that tent and outside vendors provide their own floors. (Pallets and other forms of flooring are the vendor's responsibility and **must** be removed by the vendor). **Any and all tents NOT rented through the Waukesha County Fair must be approved by the Commercial Committee before acceptance.** **Collapsible style POP-UP tents MUST have guy wires on each corner.** **ALL TENTS MUST HAVE SIDES TO COMPLETELY ENCLOSE THE TENT! FOOTAGE REQUIRED FOR ALL TENTS MUST MEET THE TABLE BELOW!** Commercial 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 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 Fair Office if you have any questions. **(Food vendors must have your tent/set-up approved by the Waukesha County Fair Commercial Committee).** **Prices are as follows;**

The cost of renting a tent through the Waukesha County Fair **PRIOR TO JULY 1st, 2023** is as follows:

Center-Pole	TENT SIZE	FOOTAGE REQUIRED	COST
	12 x 12	20 Feet	\$340.00 + Sales Tax
	20 x 30	40 Feet	\$625.00 + Sales Tax
	20 x 40	50 Feet	\$725.00 + Sales Tax
Frame Tent	TENT SIZE	FOOTAGE REQUIRED	COST
	10 x 10	15 Feet	\$540.00 + Sales Tax
	10 x 20	25 Feet	\$725.00 + Sales Tax
	20 x 20	30 Feet	\$875.00 + Sales Tax
	20 x 30	35 Feet	\$1245.00 + Sales Tax

Screening is **not available** through our tent company for food vendors. If you need a size tent that is not mentioned above, contact the Fair Office for a price. **The footage requirement listed above includes the additional 10 feet needed to allow for tent ropes and stakes.** **Any tent rented after Friday, June 30th, 2023 will "incur additional fees beyond our control due to the accessibility during this time frame."**

CAMPING

Camping on the Fair Grounds is limited and is offered on a "first come" basis. Please request a camping form under "special requests" on your contract. This form is also available on-line.

1. Camping spaces will be available from Sunday, July 16th through Sunday, July 23rd! **CAMPING ON SUNDAY WILL HAVE AN INCREASED PRICE AND YOU MUST BE OFF THE FAIR GROUNDS BY 10:00 AM ON MONDAY JULY 24th.**
2. **Camping spaces will be assigned.**
3. **Camping permits must be displayed in your vehicle window.**
4. Access to the grounds after 12:00 midnight is restricted to those with Waukesha County Fair IDs. **To remain** on the grounds, you must have Fair ID. Anyone on the grounds without proper ID will be removed. Only those persons listed on the Camping Request Form will be issued IDs.
5. **Camping fee is \$35.00 per night, per unit. Sunday night will be \$50.**
6. **Due to electrical wiring on the grounds, campers are not permitted to run their air conditioners (unless powered by your own generator). If used without a generator, you will be asked to leave.**
7. Any water leaking from your camper will be in default of this contract. See section in Rules and Regulations about Default.

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. **All exhibits must be removed from the Fair Grounds by 12:00 midnight on Sunday, July 24th. The grounds will be open all night to facilitate removal,** unless other arrangements have been made prior to July 23rd, 2023 with the Commercial Office.
3. **No vehicles** will be allowed in restricted areas of the grounds after **11:00 AM on Wednesday, July 19th** or after **9:30 AM Thursday through Sunday.** Vehicles that are not removed by 9:30 AM Thursday through Sunday may **forfeit their security deposit.** Additionally, any vehicles brought onto the grounds prior to 9 PM Sunday night of Fair may also forfeit their security deposit. **NOTE: Non-food vendors that provide a self-addressed stamped envelope prior to noon, Wednesday, July 19th, 2023 will have their security deposits mailed to them the week after the Fair provided all Rules & Regulations have been adhered to.**
4. 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.