

**AUGUST 19 – 23, 2009**



**BROWN COUNTY FAIR**

**COMMERCIAL EXHIBITOR**

**RULES**

**AND**

**REGULATIONS**

**Revised 3-11-09**

**NOTICE TO ALL COMMERCIAL EXHIBITORS:**

By signing the 2009 Brown County Fair Commercial Exhibitor's Contract, you are hereby acknowledging that you have read and **agree** to all stated rules and regulations of the Brown County Fair Association. Violation or non-compliance of these rules will result in the Brown County Fair Association's decision to request your immediate removal from the fairgrounds. Such removal will result in the loss of the 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 Brown County Fair Association made some changes in 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 Brown County Fair. You will be held accountable for all rules in this booklet.

### **Below is contact information for the Brown County Fair:**

<b>Commercial Exhibits Coordinator:</b>	Karen Gulbrand
<b>Mailing Address:</b>	2591 Lavender Lane Green Bay, WI 54313-6832
<b>Telephone:</b>	(920)434-0669 or (920)819-0364
<b>Email:</b>	<a href="mailto:kgulbrand@athenet.net">kgulbrand@athenet.net</a>
<b>Fairgrounds Location:</b>	1500 Fort Howard Ave De Pere, WI 54115
<b>Fair Telephone:</b>	(920) 336-7292
<b>Fair Fax Number:</b>	(920) 336-4810
<b>Fair Email:</b>	browncountyfair@yahoo.com
<b>Fair Website:</b>	www.browncountyfair.com

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## LIABILITY

1. The lessee shall not assign this lease or sublet said space, or any portion thereof for any purpose whatsoever, without the previous written consent of the Brown County Fair Association, and any violation of this rule shall forfeit this lease and the privilege sold by this contract.
2. The Brown County Fair Association shall not be responsible for any negligence or unlawful acts of the lessee or lessee's agents or employees. The Brown County Fair Association shall not be liable for any injuries, damages, claims, losses, or liabilities suffered or incurred by lessee or lessee's agents or employees while on the fairgrounds, and lessee agrees to hold the Brown County Fair Association harmless therefrom. Lessee agrees to indemnify the Brown County Fair Association from any and all liability; loss or damage the Brown County Fair Association may suffer as a result of claims, demands, costs or judgments against it arising out of the actions of lessee or lessee's agents or employees. A copy of lessee's liability insurance naming the Brown County Fair Association as "additional insured" for the dates of the Brown County Fair must be on file in the Brown County Fair Office.

## DEFAULT

1. Default in the payment of any portion of the written specified consideration when the same shall fall due shall give the Brown County Fair Association the right with or without notice to take possession of the same and to re-rent said space and resell said privilege and all sums paid under the lease together with all rights under this contract shall, under re-entry become forfeited to the Brown County Fair Association.
2. Upon approval of the contract agreement, there will be **NO REFUNDS** of exhibit fees/deposits. All fees/deposits will be refunded to those applicants whose contract agreement has not been approved.

## LICENSE AND PERMITS

1. It will be the responsibility of each commercial exhibitor to comply with all state and local health regulations and fire prevention codes.
2. Each commercial exhibitor must furnish a completed Wisconsin Temporary Event Operator and Sellers Information Form. Vendor must also provide a current certificate of insurance for general liability with limits of \$1 million and product liability, naming the Brown County Fair Association as an additional insured covering the dates of the fair, set up, and tear down dates – August 17-24, 2009. These items must be in the fair office prior to set up. **If the Brown County Fair Association does not have these forms, you will not be allowed to set up.**

## **LOSS OR DAMAGE**

1. The Brown County Fair Association shall not be responsible for any loss or damage suffered by vendor or his/her employees or guests from any act of theft, vandalism, accidental injury, or act of God.

## **CONTRACTS**

1. An approved contract copy will be returned to commercial exhibitors indicating that they have been awarded space at the Brown County Fair. Upon approval of the contract agreement, there will be **NO** refunds of booth rental fee, electricity and insurance fees.
2. Contracts that are not approved will be returned to exhibitor along with fees submitted.
3. Political/campaign organizations are prohibited from handing out yard signs of any kind, as well as walking/roaming the fairgrounds handling out campaign material.
4. Political/campaign materials **MUST** remain confined to that particular parties assigned booth space.
5. In case the Brown County Fair Association shall give notice to vacate the premises let under this contract, the lessee agrees to surrender possession on demand and waives all damages and claims on account of such eviction.

## **SELECTION/SPACE**

1. The Brown County Fair Association reserves the right to assign commercial booth locations.
2. The measurement for space should be the total length and width for everything you have in your space. It includes space needed for tent, trailer (**including** hitch, awnings and anything else protruding out of the sides/ends of trailer), awnings, overhangs, etc.
3. The Brown County Fair Association reserves the right to limit the size of your space. If the Brown County Fair Association determines your space request needs to be altered, you will be contacted prior to the Brown County Fair.
4. The Brown County Fair Association reserves the right to select commercial exhibitors each year. If you are selected as a commercial exhibitor one year, you are not guaranteed selection the next year.

5. The Brown County Fair Association reserves the right to cancel or deny any application by refunding the deposit. The only refund of deposit will be for denial or cancellation of the application. Checks returned with NSF will automatically cancel application.
6. Smoking is **not** allowed in the Commercial Building or near the entrance/exit doors.
7. All commercial exhibitors must be in place and ready for business by 12:00 noon on Wednesday, August 19, 2009 and must remain intact until 6:00 p.m. on Sunday, August 23, 2009. Commercial exhibitors taking down their booth before 6:00 p.m. on Sunday, August 23, 2009, will lose their deposit.
8. Demonstrating and distributing of material must be confined to the limits of your rented space. Commercial exhibitors will not be permitted to roam the building or grounds selling merchandise or distributing flyers/coupons/ads.
9. Displays should not obstruct neighboring displays or project ahead of neighboring booths. Aisles and pedestrian walkways on the fairgrounds must not be obstructed in any way.
10. Each commercial exhibitor will limit activities and sound to their specific booth space as not to disturb adjoining exhibitors.

## **PETS/ANIMALS**

1. No animals/pets will be permitted in the Commercial Exhibits Building or the adjacent areas. The only exception to this will be service animals and security dogs accompanying security personnel.

## **HOURS OF OPERATION**

1. Commercial exhibit hours are as follows:

### **Indoor Booths:**

- Wednesday Noon to 10:00 p.m.
- Thursday 10:00 a.m. to 10:00 p.m.
- Friday 10:00 a.m. to 10:00 p.m.
- Saturday 10:00 a.m. to 10:00 p.m.
- Sunday 10:00 a.m. to 6:00 p.m.

### **Outdoor Booths:**

- Wednesday Noon to 10:00 p.m.
- Thursday 10:00 a.m. to 10:00 p.m.
- Friday 10:00 a.m. to 10:00 p.m.
- Saturday 10:00 a.m. to 10:00 p.m.
- Sunday 10:00 a.m. to 6:00 p.m.

2. During the listed hours, **all** commercial exhibits must be open and have a representative in the booth. Unmanned booths will lose their security deposit, will be subject to removal, and may not be allowed to return to the Brown County Fair in the future.
3. All outdoor booths are required to have lights for the evening hours.
4. No tear down of booths will be allowed before 6:00 p.m. on Sunday, August 23, 2009. Failure to comply with this rule will result in the loss of the vendor's deposit.
5. All booths/exhibits must be torn down by 12:00 noon on Monday, August 24, 2009.
6. Your deposit checks will be cashed upon application acceptance. A refund check will be issued by the Brown County Fair Association and will be available from the Commercial Exhibitor Coordinator after 6:00 p.m. on Sunday, August 23, 2009. If exhibitor has not been in compliance with the Rules and Regulations of the Brown County Fair Association the deposit will be forfeited. If the deposit check is not picked up, or other arrangements made, the deposit amount will be considered a donation to the Brown County Fair.
7. Your cooperation in following these rules will be appreciated to insure a good time for everyone.

## **BEVERAGES**

1. The Brown County Fair Association has an exclusive beverage supplier for all soft drinks, water, and alcoholic beverages.
2. Free water or lemonade can be distributed in 6 oz. or 8 oz. paper or plastic cups. No **free bottles** of water can be distributed.
3. All commercial exhibitors agree not to sell any liquor (no liquor allowed on the fairgrounds).

## **SERVICE VEHICLES/GOLF CARTS**

1. Only vehicles that are absolutely needed to hold inventory will be allowed to remain in the designated area during normal operating hours. Vehicles used for overnight accommodations on the fair ground, will be assessed an overnight fee equal to that charged in our overnight stay area.
2. No vehicles, including golf carts or any type of ATV, except for those listed in item number 1 will be allowed on the grounds after 9:00 a.m. daily, unless they have prior approval from the Brown County Fair Association.

## **GARBAGE**

1. Garbage will be picked up throughout the day by a grounds crew. Please put your garbage in the designated areas for pickup.

## **SET UP TIMES**

1. Commercial exhibitors may set up between the hours of 10:00 a.m. and 6:00 p.m. on Monday, August 17, 2009, and Tuesday, August 18, 2009, or on Wednesday morning, August 19, 2009, between 7:00 a.m. and 11:00 a.m. Commercial exhibitors **must be set up and ready** to open for business by noon on Wednesday, August 18, 2009.

## **TEAR DOWN TIME**

1. All commercial exhibitors must remain fully set up and operating until 6:00 p.m. on Sunday, August 23, 2009. Failure to comply with this rule will result in the forfeiture of your deposit fee.

## **OVERNIGHT STAY FEE**

1. A fee of \$75.00 will be charged for staying overnight on the fairgrounds.
2. The overnight stay will be from Tuesday, August 18, 2009 through Sunday, August 23, 2009.
3. Overnight stay space is very limited and **spaces will be assigned**. There is no guarantee of electricity or utilities.
4. If electricity and utilities are available, the Brown County Fair Association has the right to limit the use.
5. No open flames or fire pits are allowed in the overnight stay area.

## **ADMISSION TICKETS**

1. Each commercial exhibitor will receive (2) two free weekly wristbands, with the option to purchase up to (3) three more at \$15.00 each, or the option to purchase a **maximum of 25** daily passes at \$6.00 each.
2. The additional passes can only be purchased until **NOON** on Wednesday, August 19, 2009. After **NOON** the gate admission prices will be charged. No one will be allowed to enter the Brown County Fair **without a ticket or wristband**.

## **PARKING**

1. The parking fee is included with the wristband/daily pass
2. Supply trailers/trucks shall be parked in a designated area.

## **ELECTRICITY**

1. Each commercial exhibitor must indicate on their Commercial Space Reservation Contract the number of electrical outlets and amps/volts needed.
2. The Brown County Fair Association reserves the right to limit the number of outlets.

## **SECURITY:**

1. Commercial security will be provided Wednesday through Sunday night. The Brown County Fair will not be responsible or liable for any loss or theft.
2. All commercial exhibits must be removed from the Brown County Fairgrounds by noon on Monday, August 24, 2009.
3. Vehicles will not be allowed on the grounds after 11:00 a.m. on Wednesday, August 19, 2009 through 6:00 p.m. on Sunday, August 23, 2009. Any vehicles on the grounds during these hours, will forfeit their security deposit.
4. Doors to the Commercial Exhibit Building will be unlocked for exhibitors only twenty (20) minutes prior to the opening time set for that particular day. Only the service door on the east side of the building will be open. All exhibitors must enter through this door.
5. The large overhead doors will be opened at the designated opening time for each day.
6. All doors will be closed and locked at 10:00 p.m. Commercial exhibitors, who remain to do things in their booth, are asked to leave by the service door.
7. The Commercial Exhibits Coordinator will remain in the building until everyone has left for the evening and will check that all doors are secured.

8. We want all our commercial exhibitors to be safe. If you would like to have someone escort you to your vehicle at the end of the day, please let the Commercial Exhibits Coordinator aware of this. Arrangements will be made to have someone escort you to your vehicle.

## **FRAUD AND MISREPRESENTATION**

1. Each commercial exhibitor is expected to deal honestly and fairly with the public, and his/her employees.
2. The Brown County Fair Association reserves the right to cancel this contract if in the judgment of the Brown County Fair Association the business or exhibition carried on by the vendor, or the manner conducting same, is objectionable or not as represented at the time of making of this contract, and to have the property of the vendor removed from the Brown County Fairgrounds, and all payments previously made under this contract shall then be forfeited to the Brown County Fair Association.
3. The commercial exhibitor agrees not to conduct any gambling device or games in any manner contrary to the rules laid down by the Department of Agriculture of the State of Wisconsin.

## **UNSUITABLE PRODUCTS**

1. The Brown County Fair Association reserves the right to deny display and/or sale of items which in the judgment of the Brown County Fair Association are inappropriate. If any problem or situation arises that cannot be resolved by the contract agreement, these rules and regulations, the final decision will be made by the Brown County Fair Association Executive Board.

