

BROWN COUNTY FAIR ASSOCIATION, INC.

PO Box 195 Greenleaf, Wisconsin 54126 920-336-7292

www.browncountyfair.com

Commercial Contract Rules and Regulations

Pursuant to privilege contract by and between the Brown County Fair Association, Inc., Hereinafter called "Fair Association" and the party renting privileges or facilities, hereinafter called "Lessee".

- 1st. 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 Fair Association, and any violation of this rule shall forfeit this lease and the privilege sold by this contract.
- 2nd. Default in the payment of any portion of the written specified consideration when the same shall fall due shall give the Fair Association the right to re-enter upon said lease space without legal process, with or without notice and 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 Fair Association.
- 3rd. The Fair Association shall not be responsible for any negligence or unlawful acts of the lessee or lessee's agents or employees. The 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 Fair Association harmless there from. Lessee agrees to indemnify the Fair from any and all liability, loss or damage the 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 Fair Association as "additional insured" for the dates of the fair must be on file in the Secretary's office.**
- 4th. **Each booth must be completely set up and ready by Noon on Wednesday, and remain set up until 6:00 pm on Sunday. Failure to comply to this agreement will result in forfeiture of full deposit.**
- 5th. In case the 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.
- 6th. The Fair Association reserved the right to cancel this contract if in its judgment the business or exhibition carried on by the lessee, 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 lessee removed from the Fair Association grounds, and all payments previously made under this contract shall then be forfeited to the Fair Association.
- 7th. The Lessee agrees not to sell any in exsiccating liquor (no liquor allowed on the fairgrounds) nor to conduct any gambling device or games in any manner contrary to the rules laid down by the Department of Agriculture of the State Wisconsin.
- 8th. The Lessee shall furnish sellers permit (if applicable) and **certificate of insurance** for General Liability with limits of \$1 million with your payment.
- 9th. No walking privileges will be granted. Lessee's product, display and personnel must remain within the confines of the area rented.
- 10th. The Fair Association is not responsible for losses due to theft from stands, tents or lots.
- 11th. All exhibits must be removed 1 day from close of fair.
- 12th. Booth hours are as follows: **Wednesday (noon – 9:30 pm), Thursday (9:30am – 9:30pm), Friday (10:30am – 9:30pm), Saturday (10:30am – 9:30pm) and Sunday hours (9:00am - 6:00).** Booths may be taken down at 6:00 p.m. on Sunday, not before.

- 13th.** The lessee shall limit activities and sound to the specific booth as not to disturb adjoining vendors.
- 14th.** Free water can be distributed in 6 oz. or 8 oz. paper or plastic cups. No free bottles of water can be distributed.
- 15th** Once payment received, all sums paid for booth rental, electricity and insurance under this lease are non-refundable.
- 16th** Once lessee has met all criteria, deposit may be picked up between 6:00pm and 8:00pm on Sunday and between 10:00am and 12:00 (noon) on the day after the close of the fair. If deposit is not picked up within these time frames, deposit amount will be considered a donation to the Brown County Fair.

Thank you for your interest in our fair! If you have any questions, contact me anytime. Please feel free to leave a message or e-mail.

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Commercial Exhibits Coordinator
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