

## **DANE COUNTY FAIR COMMERCIAL EXHIBIT RULES AND REGULATIONS (December 2024)**

The following terms are made a part of the Contract by and between Exhibitor and the Fair regarding the license granted to Exhibitor to use the Display Space.

**Pandemics/Epidemics.** If a pandemic or epidemic occurs, ALL information listed in the Dane County Fair Vendor Application and Rules & Regulations is subject to change at the Dane County Fair Association's discretion. The Dane County Fair will then follow the recommended Centers for Disease Control and Prevention (CDC) guidelines as well as any local restrictions that are in place at the time of the Fair. If the Dane County Fair is unable to host the Fair in its entirety or the vendor aspect of the Fair, all vendor applications that are received for the current Fair will have the option to rollover over their application to the following year's Dane County Fair or request a refund within 30 days of announcement. For questions, contact the Fair Office at [info@danecountyfair.com](mailto:info@danecountyfair.com).

**Limited License.** The Fair hereby grants Exhibitor a limited license to use the Display Space under the terms and conditions of this Contract. This Contract is not a lease and no leasehold or tenancy is created hereby. Exhibitor shall not assign, sublicense or otherwise transfer this Contract or any rights to use or occupy the Display Space, or any other rights under this Contract, without the prior written consent of the Fair. Subject to the foregoing, this Contract is binding upon all successors and assigns of Exhibitor. Exhibitor may only use the Display Space to sell, display, promote or distribute Exhibitor's own goods, products, services and literature, and is expressly prohibited from selling, displaying, promoting or distributing the goods, products, services or literature of any other party without the prior written consent of the Fair.

**Use Restrictions.** Exhibitor agrees to use the Display Space and otherwise operate under this Agreement without infringing upon the rights of any other parties. Exhibitor's exhibit must be staffed during all published exhibit hours. Prior to the Fair dates, the Fair shall provide Exhibitor with the Dane County Fair Exhibitor Manual ("Exhibitor Manual") which shall contain complete show guidelines and information. Exhibitor agrees to abide by the terms, conditions and provisions of the Exhibitor Manual. Exhibitor agrees to leave the Fairgrounds and the Display Space covered by this Contract in the same condition as when Exhibitor took possession. Exhibitor may not conduct activity of any kind that leads to congestion of aisle traffic or otherwise interferes with or disturbs neighboring exhibitors or other parties. No loud speaker, amplifier, radio, strobe lights or other undignified methods of attracting attention are permitted, except with prior written permission from the Fair. No fans, misters, noisy pumps or other similar devices are allowed to operate in any indoor location without prior written permission from the Fair. Live animals are not allowed in the Display Space, unless specifically listed on the contract. No activity shall be conducted outside of the Display Space. Literature distribution, solicitations, surveys, presentations or mascot use in any area of the Fairgrounds is strictly prohibited without prior written approval from the Fair. Aisles are to remain completely free of obstructions and shall not be put to commercial use in any way by Exhibitor. All exhibits must be contained within the Display Space. Tents rented are to be secured through the Fair designated vendor. See the Dane County Fair Display Rules & Regulations ("Display Rules") for complete rules regarding booth construction and restricted activities. The terms, conditions and provisions of the Display Rules are hereby incorporated into this Contract. Prior written permission is needed from the Fair for any deviation from the Display Rules or this Contract. All questions, interpretations and disputes regarding the Display Rules (and any other provisions of this Contract) shall be resolved and determined exclusively by the Fair in its sole, reasonable discretion.

**Payment Terms; Default.** Exhibitor agrees to pay the Booth Fee in accordance with the payment provisions on the first page of this Contract. Any amounts not paid when due shall bear interest at the rate of 1.5% per month until paid. Exhibitor shall be responsible for all costs of collection including attorney's fees. Failure to pay any portion of the Booth Fee when due shall constitute a default by Exhibitor under this Contract and, at the option of the Fair, may result in a forfeiture of Exhibitor's right to use the Display Space. Following any payment default or other default by Exhibitor, the Fair shall, in addition to all other rights and remedies of the Fair, have the right to terminate this Contract with no further obligations to Exhibitor. In addition, the Fair reserves the right to relocate, restrict, bar, terminate and/or close, any activities, exhibits or Exhibitors which are deemed to be objectionable, disruptive or not in compliance with this Contract, as reasonably determined by the Fair in its sole discretion, and any such circumstances shall be deemed a default by Exhibitor hereunder.

**Cancellation; Termination Fee.** Exhibitor may cancel this Contract in writing at any time prior to May 15 ("Cancellation Deadline") and receive a full refund of the Booth Fees paid to date. To receive a refund, such cancellation must be in writing and must be received by the Fair on or before the Cancellation Deadline. For any cancellation after the Cancellation Deadline, or for any other cancellation or non-performance of this Contract by Exhibitor, Exhibitor agrees to pay the a termination fee ("Termination Fee") equal to 100% of all payments and deposits previously paid by Exhibitor as of the date of cancellation or non-performance, which previous payments shall be retained by the Fair. Further, if Exhibitor fails to occupy its assigned Display Space and complete the construction of its exhibit therein by 10:30 a.m. on the day the Fair opens, the Fair shall have the right to cancel this Contract and such cancellation shall also be subject to the Termination Fee. The parties acknowledge and agree that any cancellation of this Contract after the Cancellation Deadline or due to the Exhibitor's failure to occupy the Display Space as contemplated herein, will result in substantial harm and hardship to the Fair that is difficult to ascertain at the time that the parties enter into this Contract. Therefore, the parties agree that any Termination Fee paid hereunder constitutes liquidated damages and not a penalty, and that such amount is a fair and reasonable measure of the Fair's damages in the event of a cancellation or nonperformance by Exhibitor regardless of whether the Display Space is ultimately re-licensed or used by another party.

**Removal of Exhibit.** No exhibit, or any part of any exhibit, may be dismantled, torn down or removed from the assigned Display Space or from the Fairgrounds until after 4:00 p.m. for indoor exhibitors and after 10:00 p.m. for outdoor exhibitors on Sunday unless otherwise directed by Fair staff in writing, or in the event of emergency. Exhibitor shall fully vacate the Display Space and remove all Exhibitor property and materials by no later than 5:00 p.m. on Monday following the Fair. The Exhibitor will remain responsible for all property left on or in the Display Space or the Fairgrounds, and will be held liable for any personal injury, property damage, fines and removal, storage and disposal costs caused by any such abandoned property.

**Compliance with Laws.** Exhibitor agrees to comply with all applicable federal, state and local laws, regulations, ordinances and safety codes regarding the use and activities conducted at the Fairgrounds and the Display Space, including the assembly of the exhibits therein. With regard to any and all sales made by Exhibitor at the Display Space or the Fairgrounds, Exhibitor specifically agrees to comply with all applicable provisions of the Wisconsin Consumer Act, Chapter 423 of the Wisconsin Statutes, and all applicable notice requirements regarding a consumer's rights to cancel.

**Sales/Handouts.** Prior written permission must be obtained to sell any item featuring the words "Dane County Fair" or its logo or any service mark. All food distributions or sales must be approved by the Fair, and are subject to regulation by the Dane County Health Department. The sale or distribution of tobacco or intoxicating beverages is strictly prohibited. No items may be sold by a competitive bid process (auction) without prior written consent from the Fair. No helium balloons, adhesive stickers, or potentially dangerous or nuisance items may be handed out.

**Relocation.** The Fair reserves the right to relocate the Exhibitor's assigned Display Space at any time before or during the Fair by providing Exhibitor with a written notice of the intended relocation (the "Relocation Notice"). Such relocation shall become effective unless Exhibitor provides the Fair with a written objection (the "Objection Notice") within 24 hours after the Relocation Notice. Following an Objection Notice, the Fair shall then have the option of either leaving Exhibitor in its original location or terminating this Contract. If the Fair elects to terminate the Contract under those circumstances, then Exhibitor shall vacate the Display Space as soon as possible, Exhibitor shall be entitled to a full refund of the Booth Fee payments made to date, and neither party shall have any other further rights or obligations hereunder.

**Liability.** The Exhibitor warrants that it has in effect and shall maintain for the period of the Contract and the Fair, for the mutual benefit of both parties, a policy of general public liability insurance against claims for personal injury or death or damage to property occurring upon, in or about the Display Space or the Fairgrounds, with a coverage limit of not less than \$1,000,000 per occurrence. By no later than June 1, Exhibitor shall provide the Fair with a certificate of insurance evidencing such insurance coverage and showing the Fair as an additional insured. All certificates of insurance shall include the name of the Exhibitor as it appears on this Contract.

**Indemnification.** Exhibitor shall indemnify and hold harmless and defend the Fair and its officers, directors, employees, agents, subcontractors, volunteers, subsidiaries, affiliates, assignees and successors (each, an "Indemnitee") from any and all losses, damages, claims, actions, judgments, expenses (including attorney's fees) and other liabilities arising from or related to (a) Exhibitor's activities conducted on or in the Display Space or the Fairgrounds relating to this Contract, (b) Exhibitor's use or occupancy of the Display Space or the Fairgrounds, including, without limitation, the construction, assembly, or maintenance of Exhibitor's exhibits therein, (c) the negligent or intentionally wrongful acts or omissions of Exhibitor or its employees, personnel, agents, subcontractors or representatives, (d) the materials, products or other items sold, distributed or otherwise made available by Exhibitor at or in the Display Space or the Fairgrounds, and (e) any default or breach of Exhibitor under this Contract. Notwithstanding the foregoing, Exhibitor shall not be required to indemnify an Indemnitee to the extent of a liability which is caused by the negligence or intentionally wrongful act or omission of such Indemnitee.

**Disclaimer and Damage Provisions.** EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, THE FAIR DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE CONDITION, QUALITY OR CONFIGURATION OF THE DISPLAY SPACE, THE FAIRGROUNDS OR ANY GOODS OR SERVICES TO BE PROVIDED BY THE FAIR HEREUNDER. THE FAIR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY TO EXHIBITOR OR TO ANY PROPERTY OF EXHIBITOR DUE TO THEFT, VANDALISM, FIRE, WEATHER CONDITIONS, WATER DAMAGE, OR OTHER CAUSES. THE FAIR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE INCURRED BY EXHIBITOR, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE FAIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EXHIBITOR HEREBY WAIVES AND RELEASES THE FAIR FROM ANY SUCH DAMAGE CLAIMS. THE TOTAL LIABILITY OF THE FAIR FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT SHALL IN NO EVENT EXCEED THE ACTUAL AMOUNT OF BOOTH FEES PAID BY EXHIBITOR TO THE FAIR UNDER THIS CONTRACT.

**Services/Fire.** Orders for electricity and water must be placed by Exhibitor with the Alliant Energy Center. Exhibitor shall inspect and monitor its Display Space and exhibits and otherwise exercise necessary due diligence to prevent fire, accidents or other damage. Use of generators is prohibited in the Display Space or other exhibit areas. Use of open flame is prohibited in all buildings and use of combustibles in display materials is prohibited. Any indoor display vehicles must have battery disconnected and gas tank locked or taped shut. Indoor exhibitors are not allowed to use a tent or roof covering over their booth space due to fire code. For displays that include a trailer inside the Exhibition Hall, a smoke detector and fire extinguisher is required inside the unit.

**Force Majeure.** The Fair shall not be liable for failure to perform any or all obligations hereunder due to force majeure events beyond its reasonable control including, but not limited to, natural disasters, acts of war, threats or acts of terrorism, government actions, strikes, fire, unavailability of transportation, changes to the configuration or floor plan of the Fairgrounds, or the unavailability of the Fairgrounds or the Display Space. The Fair shall not be liable for any claims for loss or damage by reason of failure to hold the Fair.

**Miscellaneous.** Written notices hereunder may be delivered by any of the following methods: email, fax, overnight delivery service, or personal delivery. Exhibitor agrees that the Fair may amend or add additional rules and regulations regarding this Contract, provided that such amendments, rules or regulations shall not substantially diminish the rights of Exhibitor hereunder.