



# Central Wisconsin State Fair 2024

## Merch/Craft Vendor Contract

Tuesday, August 20 – Sunday, August 25, 2024

Business Name: \_\_\_\_\_ Owner's Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Text Y/N \_\_\_\_\_ Email: \_\_\_\_\_  
Person(s) managing booth during the Fair: \_\_\_\_\_  
Business/Product Description(s): This will be posted on our website.  
\_\_\_\_\_  
\_\_\_\_\_

This Merch/Craft Vendor Contract is entered into between the Central Wisconsin State Fair (the "CWSF") and \_\_\_\_\_ ("Vendor"). This Contract and the terms herein shall apply to the Central Wisconsin State Fair scheduled for the Period of Operation (as defined below) and the Hours of Operation (as defined below). This Contract shall take immediate effect upon the: (1) execution by both parties hereto; and (2) Vendor's payment and CWSF's acceptance of any required fees and charges. The Parties hereto agree as follows:

### PERIOD OF OPERATION

Tuesday, August 20 – Sunday, August 25, 2024

### HOURS OF OPERATION

All vendors **MUST** be set up and spaces **MUST** be occupied no later than 10:30 AM **EACH DAY** of the CWSF. Nightly shutdown will be at 9:00 PM each evening excluding Sunday which is 6:00 PM shut down.

### BOOTH REQUEST:

#### **Inside Exhibit Buildings:**

Exhibit Buildings: Booth Spaces Sizes 10' x 10'

Number of wall booth(s): \_\_\_\_\_ x \$350 per space = \$ \_\_\_\_\_

Number of center booth(s): \_\_\_\_\_ x \$325 per space = \$ \_\_\_\_\_

#### **Outside: Trailer, hitch, awnings, and swinging doors must all fit within the rented space.**

Exhibit Row: (10' x 10' space outside the Exhibit buildings)

Number of booths needed: \_\_\_\_\_ x \$300 per space = \$ \_\_\_\_\_

Barnyard Court/North Side of 17th Street: (10' x 10' grassy, black top, or gravel area around the Round Barn)

Number of booths needed: \_\_\_\_\_ x \$400 per space = \$ \_\_\_\_\_

Machinery Row: (50' x 20' grassy area south side of 17th Street near main gate entrance.)

Number of booth spots needed: \_\_\_\_\_ x \$450. per space = \$ \_\_\_\_\_

### TABLES & CHAIRS

Tables and Chairs be rented through the CWSF office. Tables (8') are \$10.00 each and Chairs are \$5.00 each.

Number Tables: \_\_\_\_\_ x \$10.00 = \_\_\_\_\_ Number Chairs: \_\_\_\_\_ x \$5.00 = \_\_\_\_\_

### BOOTH ASSIGNMENTS

CWSF will assign each vendor a booth number in the appropriate area of the fairground. CWSF, at its sole discretion, reserves the right to make changes to booth assignments. Assigned booth numbers will be noted on the Vendor's submitted Agreement once approved by CWSF. The Vendor will be notified of the Vendor's placement either prior to or day of Vendor Check-In;

## INSURANCE

### GENERAL LIABILITY INSURANCE

All vendors must have occurrence form commercial general liability insurance coverage on their activities and operations at the Fair. Coverage requirements are as follows:

1. Minimum of \$1 million combined single limits per occurrence, \$2 million annual aggregate, insuring against claims for bodily injury and property damage.
2. Where applicable, vendors must also have coverage insuring against claims for products liability and products/completed operations.
3. The **Central Wisconsin State Fair, City of Marshfield, and Wood County Board must be named as "additional insured"** with respect to Vendor operations/activities on their insurance certificate.

### WORKERS' COMPENSATION INSURANCE

All vendors are required to provide a certificate giving proof of workers' compensation insurance coverage in compliance with requirements of Wis. Stat. ch. 102 or provide evidence of their exemption.

### GENERAL INSURANCE REQUIREMENTS

1. The Concessions & Exhibits Department must receive a certificate(s) of insurance from your carrier(s) by July 1, 2024.
2. Certificate(s) provided must cover the period from Aug. 20 through Aug. 25, 2024, as well as fair setup and teardown dates.
3. Insurance carriers must provide CWSF with a minimum of 30 days written notice of any policy cancellation or material change in policy terms.

If you have questions or concerns about insurance, please contact us.

## ELECTRICAL

Please list the number of receptacle(s) that you will need. Extension cords or power strips to split an electrical outlet to multiple plugs are NOT permitted.

20 AMP, 120 Volt \_\_\_\_\_ at \$40.00 each = \$ \_\_\_\_\_

## PARKING

Each vendor will receive one (1) general Gate F parking pass. You may purchase additional Gate F parking passes for \$10 each. All vehicle passes, upon full payment, will be in your welcome packet given out on the move-in date. These passes must be put in your vehicle window and always be visible during the Fair. Vehicles without a pass may be towed at the owner's expense.

Number of Gate F Parking Passes \_\_\_\_\_ x \$10.00 each = \$ \_\_\_\_\_

## GATE PASSES

Each vendor will receive one (1) free season pass and six (6) free day passes. An additional six (6) day passes can be purchased for \$6 each. These passes can **NOT** be resold or given out to the general public.

Number of passes needed: \_\_\_\_\_ x \$6.00 each = \$ \_\_\_\_\_ (6 max)

Number of passes needed: \_\_\_\_\_ x \$10.00 each = \$ \_\_\_\_\_ (unlimited)

## ATV, UTV & GATORS & CAMPING

For camping and ATV/UTV/Gator information please contact the CWSF Office for pricing.

## NON-EXCLUSIVE

Vendor recognizes and agrees that CWSF does not guarantee exclusivity, i.e., there may be other vendors at the fair who are selling similar products or services, performing similar arts or entertainment. CWSF will make a reasonable effort not to put vendors selling similar items and/or services in close proximity to one another, but cannot guarantee any placements.

#### SUPERVISION OF BOOTH AREA

Vendor will at all times be in direct supervision of their assigned booth area, as well as any individuals, whether employees or contractors, who shall represent Vendor. Neither Vendor nor Vendor's employee's, contractors, or representatives shall solicit business outside the Vendor's assigned booth area.

#### SETUP AND TEARDOWN

Vendor assumes responsibility and liability for all setup and teardown costs associated with being a vendor including, but not limited to: setup of booth, including tables, chairs, curtains, tents, shelves, or any other items specific to Vendor's needs; operation of booth; moving all vendor-owned vehicles and equipment; etc.

#### HOLD HARMLESS AND INDEMNITY

CWSF assumes no responsibility for any accident, injury or mishap which may befall you, your employees or fair guests. CWSF will not be responsible for losses or the security and protection of property and merchandise belonging to Vendors anywhere on the fairgrounds.

Vendors shall waive any claims against CWSF for liability arising out of any damage done to their concession, exhibit, products or property from any cause. The risk of loss occasioned by all the operations, installations, acts, errors and omissions of vendors or the employees and agents of Vendor on the Fairgrounds shall be that of the Vendor, not the Fair. Vendor shall not seek contribution, damages or indemnification from CWSF, City of Marshfield, and/or Wood County Board, for any loss so occasioned.

Vendors shall assume all liability for injury to persons, including death, and for damage to property arising from accidents or other causes incident to movement, setup, teardown and operation of their exhibit or concession on the Fairgrounds and release CWSF, City of Marshfield, and Wood County Board from any liability, including, but not limited to, liability for Vendor's employees and to its workers' compensation insurance carrier for injuries sustained by Vendor's employees in the course and scope of their employment.

It shall be the duty of Vendors, support equipment and service contractors, and their insurers, to protect, defend with counsel acceptable to CWSF, indemnify and hold CWSF, City of Marshfield, and Wood County Board harmless from all damages, costs, attorney and court fees, and other claims arising out of their actions, errors, omissions, movement, setup, teardown and operation of their exhibit, concession or support equipment and/or provision of service(s) on the Fairgrounds.

#### COMPLIANCE WITH APPLICABLE LAWS

All vendors shall comply with applicable federal and state laws and regulations, including, but not limited to obtaining all required permits, and complying with food safety, amusement ride, and animal welfare laws and regulations.

#### NON-ASSIGNMENT

Vendor shall not assign, transfer, mortgage, encumber, lease, or sublicense this Contract without the prior written consent of CWSF. Any assignment by Vendor in contravention of this section shall be void.

#### FORCE MAJEURE

IF CWSF is prevented from performing any of its obligations under this Contract by circumstances beyond its reasonable control occurring after the date hereof, including without limitation, fire, explosion, flood, drought, blackout, closure of borders, riots, sabotage, embargo, terrorism, war or other hostilities, domestic or foreign governmental acts or changes in law, accident, equipment failure, inability in obtaining facilities or supplies, or labor dispute including a strike or lockout (each a "Force Majeure Event"), CWSF's obligations shall be temporarily suspended, without liability to the Vendor, to the extent of such inability to perform. CWSF shall give written notice of a force majeure event to Vendor as soon as commercially practicable.

#### SEVERABILITY

If any provision of this Contract is found or declared to be invalid or unenforceable by any court having jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Contract shall thereafter continue in full force and effect except that such invalid or unenforceable provision, and (if necessary) other provisions hereof, shall be reformed

by a court of competent jurisdiction so as to effect insofar as is practicable the intention of the parties as set forth in this Contract. Provided that if such court is unable or unwilling to effect such reformation, the invalid or unenforceable provision shall be deemed deleted to the same extent as if it had never existed.

GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. The exclusive forum for any lawsuit or legal action that arises in whole or part out of this Contract shall be the Circuit Court of Wood County, Wisconsin and vendors hereby consent to the personal jurisdiction of the Circuit Court of Wood County, Wisconsin.

NO CONSEQUENTIAL DAMAGES

Notwithstanding any other provision set forth in this Contract, in no event (including, without limitation, any termination of this Contract with or without cause) will CWSF be liable to Vendor for any indirect, special or consequential damages whatsoever, (including, without limitation, lost profits) arising out of or relating to this Contract or CWSF’S performance under this Contract.

ATTORNEYS’ FEES

In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Contract or either party’s performance under this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys’ and experts’ fees and expenses and other costs reasonably incurred by the prevailing party in enforcing its rights under this Contract.

INCORPORATION OF VENDOR MANUAL

By signing below, Vendor hereby acknowledges that it has accepted the terms, conditions and policies of CWSF as contained in the Vendor Manual (available on CWSF’s website). Violation of the terms, conditions and policies of the Vendor Manual constitutes a breach of this Contract and will result in immediate removal from the Fairgrounds. Such removal will result in the loss of all the Vendor payments made to the CWSF and may result in your inability to return in future years. The CWSF reserves the right to move any vendors. A copy of your signed Contract will be mailed back to you upon the approval from the CWSF Executive Director along with CWSF arrival instructions.

Booth Space Rental(s):	
Electric	
Will you be Camping? <i>Please circle one.</i>	Yes / No
Additional Gate Passes	
Additional Parking Passes	
Tables/Chairs	
Total	

Vendor Signature\_\_\_\_\_Date:\_\_\_\_\_

CWSF Director Signature:\_\_\_\_\_Date:\_\_\_\_\_

**For questions, please contact the  
following people:**

Event Coordinator, Kriss Schmitt – (715)-383-9626 or  
[kaileyskandlesllc@gmail.com](mailto:kaileyskandlesllc@gmail.com)

CWSF Office Assistant, Haley Sternitzky – (715)-387-1261 or  
[eventmanager.cwsf@gmail.com](mailto:eventmanager.cwsf@gmail.com)

**Please return completed form(s) to:**

Central Wisconsin State Fair (CWSF)  
Attention: Merch Vendor  
513 East 17th Street, Marshfield, WI 54449  
Phone:(715)-387-1261