

## ***Central Wisconsin State Fair***

The Central Wisconsin State Fair starts the Wednesday before Labor Day and continues for the six days through Labor Day. The fair is held in the City of Marshfield, Wood County, a city with a population of approximately 20,000 in Central Wisconsin.

The fair is held at the Marshfield Fairgrounds Park, which is located on the south side of the city. Over 40,000 visitors attend the fair each year. The fairground is the home of the World's Largest Round Barn, which was built in 1916. Every year during the fair, the round barn is utilized for its original intent, to display dairy animals during the shows and sales.

Exciting activities, fabulous grandstand entertainment, Junior Fair and Open Class exhibits, Demolition Derby, Truck & Tractor Pull, Draft Horse Show, carnival rides, great food and exhibitions and many special features attract fair lovers from all over the Midwest.

The Central Wisconsin State Fair is proud to host this great event each year. We extend a warm welcome to you, our vendors, and hope that your time with us will be enjoyable. We strive for excellence in customer satisfaction, and we desire that this be one of your goals as you participate at our fair.

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**From the office of the Central Wisconsin State Fair**  
**Commercial Vendor Standards**

**General:**

These conditions establish minimum standards and criteria under which a commercial vendor will be offered a contract to participate at the Central Wisconsin State Fair (CWSF). These standards apply not only to new applicants for commercial vendor contracts, but also to those who may be requesting extension of a contract for continued participation. Any commercial vendor failing to satisfy these criteria places their contract to participate at the fair in jeopardy.

The Central Wisconsin State Fair will continually seek to present the best quality, professional, customer service oriented exhibits and concessions offered by as wide a variety of qualified business enterprises. All applicants are given equal consideration based on the applicant's ability to:

1. Meet the criteria specified herein and on the Vendor Contract.
2. Present an attractive, professional display.
3. Offer unique products/services of high quality.
4. Meet financial responsibilities and all contract obligations by specified dates.
5. Conduct business in an ethical and professional manner.
6. Provide proof of liability insurance with a minimum of \$1,000,000.00 in coverage.

Major factors in consideration for a contract shall be demonstrated experience, documented management expertise, references and a record of serving events of comparable size, duration and quality in the concession and exhibit field, as well as quality of proposed presentation.

The CWSF shall exercise their best judgment in determining which new commercial vendors and concessions will best serve the interest of its patrons. Among the factors to be considered in this process are:

1. Availability of appropriate commercial space.
2. Health and safety of fair patrons.
3. Extent to which the proposed product/service duplicates those of other commercial exhibits and concessions.
4. Appropriate mixture and balance of products and services available throughout the fairgrounds.
5. Originality and quality of the proposed products or services.

6. Experience and financial stability.
7. Quality of presentation and professionalism demonstrated.
8. Other factors, as the CWSF deems appropriate in determining its best interest and those of its patrons.

**Commercial Exhibits:**

Commercial vendors are placed on the fairgrounds to educate, inform, evoke public interest and create business opportunity. Vendors are placed to provide hospitality, shopping opportunity, and entertainment to serve the needs and wishes of a large, diverse audience.

It is the policy and goal of the CWSF to seek out and grant Commercial Vendor Contracts for the presentation of best quality commercial exhibits. It is further the policy and goal of the CWSF that available commercial space is occupied by as wide a variety of business enterprises as possible and practical.

Placement and management of commercial vendors at the fairgrounds are the proprietary rights of the CWSF to be exercised exclusively on behalf of its audience. This right may be accomplished by operating its own commercial exhibit or as an alternative, issuing contracts which allow qualified independent parties to so operate.

**Commercial Exhibitors:**

1. The first responsibility of all commercial vendors is to Fair visitors. Concessionaires and commercial exhibitors are to conduct themselves in a responsible, business-like manner and will be held responsible for the acts, omissions, representations, appearance, cleanliness, conduct and behavior of their employees.
2. Commercial exhibits must be professionally constructed and of substantial integrity, as well as clean, aesthetically attractive, well maintained and of a design and appearance which is presentable, acceptable and approved by the CWSF. CWSF Administration must approve all construction and equipment proposed for use on the fairgrounds. Such approval will only be given after complete architectural plans, photos and/or specifications for such equipment are submitted for review and approval.
3. Commercial vendors shall comply with requirements of the Americans with Disabilities Act, meet all applicable building, fire, safety, sanitation, electrical and plumbing codes and the operators of same must obtain all appropriate licenses for operation.
4. Commercial Vendor Contracts are issued for the commercial exhibition or sale of specified goods, products and/or services. The sale or commercial exhibition of any product or service, which is not specified in the contract, shall be disallowed.

5. Commercial vendors should be themed with the design and signage of the display being unique and relate to the product or service presented.
6. Commercial vendors shall have professional signage, which clearly indicates the company, concession, and/or exhibit name, products(s) and/or service(s) being exhibited and prices of products sold.
7. Commercial vendor staff shall be clean, neatly attired, and tidy in personal appearance, hygiene and dress at all times, with uniform apparel where appropriate.
8. Commercial exhibit and display areas must be adequately staffed and in operation during prescribed hours every day of the Fair.
9. Display showcases shall be in good repair and adequately lighted to highlight the product(s) sold or exhibited. Tables and counters in exhibits must be neat, clean, draped and finished on all sides exposed to the public view.
10. Product and/or service demonstrations are acceptable and sound equipment may be used with proper approval of CWSF Administration. Attention with respect to time, place, manner and volume must be adhered to.
11. Adequate insurance coverage shall be required for all commercial vendor operations. A Certificate of Liability Insurance with a minimum of \$1,000,000 liability coverage is required with the commercial vendor owner listed as the primary insured and **Central Wisconsin State Fair, City of Marshfield, and the Wood County Board** listed as additionally insured. This Certificate must be received by CWSF office August 18, 2017. The option of purchasing liability insurance through CWSF is available to you, and will be mandatory if your certificate is not received by August 18, 2017.
12. Compliance with CWSF waste management and recycling programs, policies and procedures is a requirement placed on commercial vendors.

All commercial vendors shall abide by the rules, regulations, policies and procedures set forth.

CWSF shall have the absolute right and discretionary power to interpret, alter, add, cancel, or vary any of these standards in individual cases, except where such changes would conflict with local, state or federal statutes.

**Liability Information:**

Central Wisconsin State Fair and all of their respective officers, directors, and employees (collectively, "CWSF") shall not be held responsible for any loss, damage, theft, or injury or deaths by disease or from any other cause of any character, to any property while any such property is on the fairgrounds. CWSF hereby assumes no responsibility for any accident, injury or mishap, which may befall you, your property or members of the fair-going public.

Vendors shall take their own adequate steps to avoid theft or damage to their property. Any loss or damage should be reported to the Marshfield Police Department and the CWSF administration office.

Commercial 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 of the operations, installations, acts, errors and omissions of the contracted or the employees and agents of the contracted on the fairgrounds shall be that of the contractor, not CWSF. Contractors shall not seek contribution, damages or indemnification from CWSF for any such loss.

Commercial vendors shall assume all liability for injury to persons, including death, and for damage to property arising from movement, set-up, tear-down and operation of their exhibit on the fairgrounds. Commercial vendors shall release CWSF from any liability, including, but not limited to, liability for commercial vendor's employees and to its workers' compensation insurance carrier for injuries sustained by contractor's employees in the course and scope of their employment occurring on the fairgrounds.

Commercial vendors shall indemnify and hold harmless CWSF, with counsel acceptable to CWSF, from any and all damages, claims, costs, liabilities, obligations, fines, penalties, and expenses, including but not limited to attorney's fees, accountant's fees and court costs arising out of the actions, errors, omission, movement, set-up, tear-down and operation of the contractor's exhibit, concession, support equipment, and/or provision of service(s) on the fairgrounds.

If commercial vendors or others interested in any of their property to be located on the fairgrounds desire protection against any loss, damage, or injury from fire or from any other cause, they must make their arrangements and pay for such insurance. If a commercial vendor cannot provide a Certificate of Liability Insurance, CWSF can provide insurance coverage through their company for an additional fee.

**Electricity:**

All vendors must supply the correct size extension cord(s) and plug(s) for all stands at the Fair. Please note on your application the size circuit you need.

1. If you come to the Fair and need a different size circuit than initially requested, CWSF has the right of refusal for your connection.
2. All cords used to connect power from the fairgrounds distribution equipment to a vendor's equipment must be "listed" for heavy duty or extra heavy duty and must be in good condition.

3. All cords must have a ground wire installed as part of the cord assembly. Two wire cords are not allowed anywhere on the fairgrounds.
4. If any of your cords, cables, or wires are placed on the ground where people can step or walk on them, you will be required to protect them for their entire length with approved mats or wood. All material used will be supplied by the vendor.

In order to provide our electrical staff adequate time to prepare, a request form is required to be filled out and returned to us indicating your electricity requirements.

Any additional service requested not previously ordered will result in a charge of \$50.00 per service and \$40.00 per hour for labor on these additional orders.

**Contract:**

An agreement whereby the CWSF grants to an entity the privilege to exhibit, disseminate information, sell, make deliveries or accept deposits for future deliveries of goods, services or information on or from an assigned fairgrounds commercial space during a designated period of time. Contracts will be offered in accordance with the commercial space available. Contracts may not be sold, transferred, assigned or devised by will. Contracts are valid for a designated period of time as agreed in writing.

The fact that an operator has entered into a contract for a designated period does not create a right nor should it create an expectation that the contract will be extended for any subsequent year. CWSF reserves the right at its sole discretion to not grant a contract for a subsequent year.

The CWSF shall annually review all contract agreements in consideration of offering a contract for another term to operators from the previous term. The review will be based on new or changing public needs, physical changes to facilities and performance of the operator as measured by established standards.

CWSF reserves the right to not grant a new contract at any time.

Grounds, space alterations or other operational changes as determined exclusively by the CWSF may make it necessary to alter or eliminate certain previously available commercial space from one year to the next. In such an instance, the CWSF may either offer an alternative location or elect to not grant a contract.

The Central Wisconsin State Fair is proud to endorse a "CLEAN FAIR POLICY" and therefore, will not tolerate the sale of any merchandise with vulgar or indecent pictures or words, or any merchandise that the Fair management deems inappropriate. The Fair will also not allow the sale of any merchandise that could be harmful to Fair patrons.

Cancellations prior to June 1 will have a \$50.00 service charge assessed. Cancellations made after June 1 will result in a forfeiture of all money paid. All cancellations must be submitted in writing.

The space to be occupied under the terms of this contract must be occupied by the contractor no later than 10:00 AM for commercial vendors. Closing times for commercial vendors are 10:00 PM. Booths may be unattended for a period of time. However, your booth must continue to appear open, neat and stocked with information while being unattended. Commercial 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 of the operations, installations, acts, errors and omissions of the contractor or the employees and agents of the contractor on the fairgrounds shall be that of the contractor, not CWSF. Contractors shall not seek contribution, damages or indemnification from CWSF for any such loss.

Release time for commercial vendors is 5:00 PM on Monday. Vendors must remain in place until closing of the Fair. The vendor also agrees not to dismantle his booth, deplete the exhibit in any way, or do any packing before release time on Labor Day.

All vendors that prepay for next year's Fair will be subject to price changes depending upon sanitation fee increases, etc.

Commercial vendors must remove their property from the grounds within 48 hours after the close of the Fair and all accumulations as a result of this occupancy shall be properly disposed. Failure to comply with this section will result in non-issuance of a contract for the following year. Electric service will be disconnected after 48 hours. CWSF is not responsible for any items left by vendors in the buildings or on the grounds.

Outside space: The vendor agrees to clean up all debris within his space along the frontage and/or within ten feet of his stand as located by 10:00 AM each day. Daily inspections will be made during the Fair. If the vendor's space is deemed unsatisfactory, he may be denied space the following year. **No dumping of "gray" water, soapy water, grease, or milk products on the grass or grounds is allowed.**

Outside & Inside Space: No signs or tables are permitted to extend beyond the contracted space. No signage or sandwich boards are permitted outside the contracted space. Sales people and demonstrators are prohibited from operating in the aisles in such a way as to be a nuisance or interference to the public or to other vendors.

#### **Contract Renewal Procedures:**

The CWSF will send notices to commercial vendors who held contracts during the immediately preceding term and subsequently are given an opportunity to obtain a new

contract. An acknowledgement and acceptance of the location assigned, deposits, and other terms must be returned as per CWSF vendor deadlines. Any requests for change in location, purpose, or products must be noted on the Commercial Vendor Service Request Form.

### **Wisconsin Department of Revenue Form:**

Operators of temporary events are required to file a report with the Wisconsin Department of Revenue for events attended in Wisconsin. This form is included with this booklet. Please fill it out and return with your contract.

### **Gate and Parking Passes:**

Vendor packets will contain gate passes. Limited additional gate passes may be purchased through the fair office at a reduced rate, with justification. **These tickets are not to be resold or given to the general public.**

Parking passes are only valid in the designated areas stated on the pass. Any vehicle parked in a no parking zone or in a different lot than stated by the pass will be ticketed and towed at the owner's expense. Concessionaire/vendor packets will contain one parking pass per vendor space. Limited additional parking passes may be purchased through the fair office.

Only the following vehicles will be allowed on the midway after 10:00 AM: Emergency vehicles, ambulance, electrician, fire trucks, maintenance, police, and telephone.

### **Supply Vehicles:**

Supply vehicles must be parked in the area specifically designated for them. Permits are required for all supply vehicles parked on the grounds. Electrical hook-up will be supplied if needed at an additional cost. Since space is limited, you must indicate on the vendor service request form to receive a permit.

### **Campgrounds:**

Camping sites are assigned on a first-come-first-serve basis. In order to reserve a campsite, you **MUST** complete the camping request form.

**You will be limited to only one hook-up per site. No Exceptions!** The CWSF is not responsible for any damages to personal property while on Fair campgrounds.

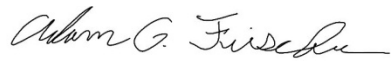


We hope that the information provided in this booklet will be of assistance to you during your stay.

**Thank you for being a part of the Central Wisconsin State Fair!**

Sincerely,

Larry A. Gilbertson  
Board President



Adam G. Fischer  
Executive Director



Mary E. Gilbertson  
Office Manager



Holly Fischer  
Administrative Assistant