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Concession and Exhibit Standards

Updated 10/30/2025

General:

These conditions establish the minimum standards and criteria for a registrant to be eligible for a license to participate in events at the Northern Wisconsin State Fairgrounds (NWSF). These standards apply not only to new applicants for concession or exhibit licenses, but also to those requesting an extension of a license for continued participation. Any concessionaire or exhibitor failing to satisfy these criteria places their license to participate in NWSF events in jeopardy.

The NWSF seeks to present the best-quality, professional, customer-service-oriented exhibits and concessions offered by as wide a variety of qualified business enterprises as possible and practical. All applicants are given equal consideration based on the applicant's ability to:

1. Meet the criteria specified herein and on the Vendor Agreement.
2. Present an attractive, professional display.
3. Offer unique products/services of high quality.
4. Abide by the State of Wisconsin Department of Safety & Professional Services standards.
5. Meet financial responsibilities and all license obligations by specified dates.
6. Conduct business ethically and professionally.
7. Provide proof of liability insurance with a minimum of $1,000,000.00 in coverage (see below).

Significant factors to be considered for a license include experience, documented management expertise, references from events of comparable size, product presentation, and the cleanliness of operations.

The NWSF shall exercise its best judgment in determining which new commercial exhibits and concessions will best serve the interests 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 the NWSF deems appropriate in determining its best interests and those of its patrons.

Public Health Regulations:

We value our vendors, and our success depends on them and on strong customer relationships. We know that each member of our NWSF vendor family shares our sentiment that the customer's safety and respect take precedence over everything else.

Commercial Exhibits:

Commercial exhibits are placed on the Fairgrounds to educate, inform, evoke public interest, and create business opportunities. Concessions are positioned to provide hospitality, shopping opportunities, entertainment, and to serve the needs and wishes of a large, diverse audience.

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

Placement and management of commercial exhibits and concessions at the Fairgrounds are the proprietary rights of the NWSF to be exercised exclusively on behalf of its audience. This right may be accomplished by operating its own commercial exhibits and concessions or, as an alternative, by issuing licenses that allow qualified independent parties to utilize them.

Concessionaires and Exhibitors

1. The first responsibility of all concessionaires and exhibitors is to the Fair patrons. Concessionaires and exhibitors are expected to conduct themselves in a responsible and business-like manner. They will be held accountable for the acts, omissions, representations, appearance, cleanliness, conduct, and behavior of their employees.
2. Concession and exhibit stands must be professionally constructed and of substantial structural integrity, as well as clean, aesthetically attractive, well-maintained, and of a design and appearance that is presentable, acceptable, and approved by the NWSF. All construction and equipment proposed for use on the Fairgrounds must be approved by NWSF Administration. Such approval will be given only after complete architectural plans, photos, and/or specifications for the equipment are submitted for review and approval.
3. Concessions and exhibits shall comply with the requirements of the Americans with Disabilities Act (ADA), meet all applicable building, fire, safety, sanitation, electrical, plumbing, and sanitation codes. The operators are responsible for obtaining all necessary licenses for operation.
4. Vendor Agreement Licenses are issued for the exhibition or sale of specified goods, products, and/or services. The sale or exhibition of any product, service, food, or beverage that is not specified in the license shall be disallowed. Sales staff and demonstrators are prohibited from operating outside of their footprint. It is not permissible to go outside of your licensed space to distribute fliers or samples, solicit customers, or advertise your product.
5. Concessions and exhibits should be themed with the design and signage of the display being unique and related to the product or service presented.
6. Concessions and exhibits shall have professional signage which clearly indicates the company, concession, and/or exhibit name, product(s) and/or service(s) being exhibited, and/or sold.

7. Concession and exhibit staff shall be clean, neatly attired, and tidy in personal appearance, hygiene, and dress at all times, with uniform apparel where appropriate, particularly in food and beverage operations.
8. Concession, exhibition, and display areas must be adequately staffed and in operation during prescribed hours every day of the Event. Unattended exhibit and/or display areas are not allowed without NWSF Administration approval.
9. Display showcases shall be in good repair and adequately lit to highlight the product(s) sold or exhibited. Tables and counters in concessions and exhibits must be neat, clean, draped, and finished on all sides exposed to the public. Product and supply storage must be concealed from public view. Exhibitors and concessionaires are encouraged to carpet their booth space with clean, attractive flooring that is taped down on all edges and does not exceed the space dimensions. The exhibition of products must be in a safe and secure setting, out of reach of event patrons.
10. Lighting to highlight the overall exhibit or concession may be necessary to properly emphasize the product(s) or service(s) presented.
11. Product and/or service demonstrations are acceptable, and sound equipment may be used with prior approval of NWSF Administration. Attention must be paid to time, place, manner, and volume.
12. Adequate insurance coverage shall be required for all concession and exhibit operations. A Certificate of Liability Insurance with a minimum of $1,000,000 liability coverage is required, with the concession/exhibit owner listed as the primary insured and NWSFA, Inc. listed as additionally insured. This Certificate must be received by the NWSF office two weeks before the event opens.
13. Compliance with NWSF waste management and recycling programs, policies, and procedures is a requirement placed on all concessionaires, vendors, and exhibitors.
    - Trash and garbage must be placed in designated areas and/or supplied bins in front of your stand or building at the close of each day. Recycling is required. Cardboard must be broken down and placed next to garbage and/or recycling bins. Do not put cardboard boxes in bins.

Prohibited Items

The sale, display, possession or distribution of the following items is prohibited at NWSF (NWSF) without prior authorization from the NWSF Administration, including but not limited to: actual or look-alike weapons to include firearms, rifles, knives, spears, hand grenades, swords, bludgeoning tools or instruments, brass/metal knuckles, box cutters or razor blades, explosives, ammunition (loose or packaged), black powder, fireworks, sparklers, drones, multi-tools, blow/dart guns, airsoft weapons, slingshots, pea shooters, high-pressure water guns, rubber band guns or any other device designed to launch or propel any type of projectile, conduced energy weapons (taser or stun guns), shears, loppers or scissors (with the exception of those under three (3) inches from the pivot point with rounded tips or those used for medical purposes), saws, drugs & drug paraphernalia, laser pointers, fire starters, handcuffs, puff or e-cigarettes, spray paint, stink bombs, fart spray, bull whips, snaps, pops, martial arts weapons, pornographic materials, or any other items that are deemed potentially harmful to the safe operation of NWSF or the public in attendance. NWSF Administration will have final decision-making authority.

**Vendor/Exhibitor exception: Vendors with prior authorization from NWSF Administration to display or possess items listed above will have approval stated on their Vendor License Agreement with specific safety requirements in place. These items must be used for demonstration or production purposes only. The public may not handle them, and the utmost precautions must be executed to protect all in attendance.*

*** NWSF is nonpolitical, and we respect everyone attending the Fair. We ask all vendors, exhibitors, and participants to do the same at our Family Affair.*

Food and Beverage Concessions

In addition to the preceding, the following requirements will apply to all food/beverage concessions.

1. Food and beverage concessions must sell only quality, wholesome foods and beverages at reasonable prices.
2. Food and beverage concessions shall meet all health and sanitation standards of the Wisconsin Department of Health. All food service equipment and utensils must meet National Sanitation Foundation (NSF) standards.
3. Food and beverage product(s) shall be well displayed and represented "up front", visible to the public. Products shall be served in appropriate containers and/or wrappings, accompanied by proper utensils, napkins, and other necessary items, to facilitate their consumption.
4. Food and beverage concessions shall be self-contained, with all equipment such as freezers, refrigeration, product storage, and beverage canisters located within the concession area.

a. Electrical cords must meet the State code for outdoor use.

5. Uniqueness of product(s) and contribution to total food and beverage variety will be a factor, particularly when establishing consideration for a Vendor License Agreement.
6. Multiple food products shall be limited.
7. Themed concessions may be allowed multiple food items, provided they are authentic food and beverage(s) related to the theme.
8. Concessions that are trailer-mounted or a "roll-off" style shall be skirted to the ground.
9. Vendors/Concessionaires will pay for all electrical connections to the NWSF power grid. (this includes time/labor by NWSF-approved electrical contractor).
    - Specialty extension cords/connections may be rented from NWSF for a fee.
10. Vendors/Concessionaires must clean & pick up debris from their vendor area daily, or they will not be invited back to the Fairgrounds. This includes cigarette butts and any trash. Clean up your mess and keep the Fairgrounds clean.
11. Grease must be stored and disposed of properly. Grease collection bins are on site, and NO grease can be dumped on the grounds or into the sewer system. Grey water must be disposed of properly and not dumped on the grounds.

All concessions and exhibits are responsible for sanitation materials and signage recommended by CDC, WEDC, and Chippewa County Department of Public Health for Epidemic/Pandemic illnesses, in addition to the rules, regulations, policies, and procedures set forth.

NWSF 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 contravene local, state, or federal statutes.

LIABILITY INFORMATION

NWSF Association, Inc., Northern Wisconsin Fairgrounds, Inc. and all their respective officers, directors, volunteers, and employees (collectively, "NWSF") shall not be held responsible for any loss, damage, theft, injury, or deaths by disease or from any other cause of any character to any property while any such property is on the Fairgrounds. NWSF hereby assumes no responsibility for any accident, injury, or mishap that may befall you, your property, or members of the fair-going public unless due to NWSF's negligent or willful actions.

NWSF will not be responsible for losses or the security and protection of property and merchandise belonging to license holders, entry tag coupons, reserve seats, and fair admission ticket holders anywhere on the Fairgrounds. NWSF will provide general grounds security Wednesday through Sunday evening during fair week; however, licensed holders and exhibitors shall take their own adequate steps

to secure their display areas to avoid theft or damage to their property. Any loss or damage should be reported to the Chippewa Falls Police Department and the NWSF administration office.

Licensees and exhibitors shall waive any claims against NWSF for liability arising out of any damage done to their concession, exhibit, products, or property from any cause. The risk of loss caused by all the operations, installations, acts, errors, and omissions of the licensee or the employees and agents of the licensee on the Fairgrounds shall be that of the licensee, not NWSF. Licensees shall not seek retribution, damages, or indemnification from NWSF for any such loss.

Licensees and exhibitors shall assume all liability for injury to persons, including death, and for damage to property arising from accidents or other causes incident to movement, set-up, tear-down, and operation of their exhibit and/or concession on the Fairgrounds. Licensees and exhibitors shall release NWSF from any liability, including, but not limited to, liability for licensee's employees and to its workers' compensation insurance carrier for injuries sustained by licensee's employees in the course and scope of their employment occurring on the Fairgrounds.

Licensees and exhibitors shall indemnify and hold harmless NWSF, with counsel acceptable to NWSF, from any and all damages, claims, costs, liabilities, obligations, fines, penalties, and expenses, including but not limited to, attorneys' fees, accountants' fees and court costs, arising out of the actions, errors, omissions, movement, set-up, tear-down and operation of the Licensee's and exhibitor's exhibit, concession, support equipment, and/or provision of service(s) on the Fairgrounds.

Suppose licensees, exhibitors, or others interested in any property to be located on the Fairgrounds desire protection against any loss, damage, or injury from fire or from any other cause. In that case, they must make their arrangements and pay for such insurance. If the licensee cannot provide a Certificate of Liability Insurance, NWSF can provide insurance coverage through its company for an additional fee.

Definitions and Explanations:

Northern Wisconsin State Fair Grounds:
That area of land located at 225 Edward Street, Chippewa Falls, WI, is described by and recorded with the Chippewa County Register of Deeds.

Board of Directors:
Local volunteers selected to oversee the management and operations of the Northern Wisconsin State Fairgrounds.

Commercial Space:
Areas and locations on the Fairgrounds to be used for commercial exhibits and concessions.

Competitive Exhibitor:
Any person who enters animals or articles for competitive exhibition/competition, in exchange for ribbons and/or premiums paid, during the annual NWSF.

License:
An agreement whereby the NWSF 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. Licenses will be offered in accordance with the available commercial space. Licenses may not be sold, transferred, assigned, or devised by will. Licenses are valid for a designated period as agreed in writing.

The fact that an operator has agreed for a designated period does not create a right, nor should it create an expectation that the agreement will be extended for any subsequent year. The NWSF shall annually review all license agreements to determine whether to offer a license for another term to operators who were licensed in the previous term. The review will be based on new or changing public needs, physical changes to facilities, and the operator's performance as measured by established standards. <u>NWSF reserves the right not to grant a new license at any time.</u>

NWSF venue changes, space alterations, or other operational changes, as determined exclusively by the NWSF, may necessitate altering or eliminating specific previously available commercial space from one year to the next. In such an instance, the NWSF may either offer an alternative location or elect not to grant a license.

License extension procedures:
The NWSF will send notices to operators in good standing, who held licenses during the immediately preceding term and subsequently are allowed to obtain a new license. An acknowledgment and acceptance of the assigned location, deposits, and other terms must be returned within 14 days of the original mailing. Any requests for changes in location, purpose, or products must be noted on the acceptance and subsequently approved by the NWSF administration, as indicated on the issued license. The exact location of the previous year is not guaranteed, and assignments will be made at the discretion of the NWSF Vendor Committee.

New Licenses:
In furtherance of our stated policy to seek out best-quality commercial exhibits and concessions, the NWSF may solicit and receive written proposals from independent parties having an interest in obtaining licenses at the NWSF. Proposals may be submitted at any time; they must be detailed in accordance with specifications provided in the Commercial Exhibit Application form. The NWSF shall exercise its best judgment in determining if changes in the present commercial space allocation are necessary and, if so, which new commercial exhibits or concessions would best serve the interests of the NWSF and its patrons.

Personal Property:
All privately owned buildings, tents, booths, structures, improvements, business equipment, fixtures, or enclosures, whether portable or permanently affixed to NWSF property, are personal property. A private party is precluded from holding any interest in real property on the Fairgrounds.

Personal property built and/or stored on Fairground's property must have NWSF authorization.

Use of personal property by other groups or events must be mutually agreed upon by the individual property owner(s), NWSF administration, and event management.

Personal property on NWSF property may be transferred or sold under the following conditions:

1. NWSF has the first option to purchase personal property.
2. NWSF Board of Directors must approve any and all sales of personal property on Fairgrounds.

Personal property used for events may not be left on Fairground's property unless approved by NWSF Administration. If the event property is authorized, equitable storage fees will apply.

NWSF reserves the right to remove or ask the licensee to remove any personal property from the Fairgrounds.