2023 Shawano County Fair Shawano Area Agricultural Society Regulations for Outdoor Vendor Contract

- 1. Vendor is entitled to ten free "day passes" or two free "season passes". All vendors may purchase on reserved parking pass for \$25. Each pass will allow one individual and their vehicle into the fairgrounds. Only those vehicles with reserved parking passes will be allowed to park in the designated areas. The reserved parking pass must be kept in the window at all times. Vendor may purchase additional day passes at \$4 each or season passes at \$20 each. Only on reserved parking pass per vendor is permitted. If you need to leave the grounds at any time during the day, a wristband will be put on you for re-entrance to grounds (wristbands available at entrances).
- 2. Renter must supply all their own supplies for their booth/space.
- 3. Such space as may be let under this contract shall remain under the control of the Society and the vendor shall not assign said space or any portion thereof, for any purpose whatsoever without the written consent of the proper officers of the Society. Any violation of the provision shall immediately forfeit this contract and the privileges sold under it.
- 4. Default in the payment of any portion of the within specified consideration when due, shall void this contract and shall give the Society the right to repossess such space without legal process, with or without notice. All monies that may have been paid under the terms of this contract, together will all rights conferred shall, upon repossession, become forfeited to the Society without recourse on the part of the vendor.
- 5. The Society shall not be responsible for any breach of the law by the "vendor" or their servants or agents. Except for intentional misconduct or gross negligence, the "vendor" agrees not to bring any suit for damages against said Society, its officers or members for any injuries which may occur to themselves or their servants or agents, and further agrees to fully indemnify the Society for any loss or damages resulting from negligence on the part of themselves or of their employees, servants or agents.
- 6. The proper officers of the Society shall have the right to specifically designate the space to be let under the terms of this contract.
- 7. The space to be occupied under the terms of the contract must be occupied as follows: The space must be set up by no later than 12 pm (noon) on Tuesday, August 29, 2023 and remain set up until at least 8 pm on Monday, September 4, 2023 unless a specific statement in writing is made to the vendor for later occupancy or early departure by the appropriate representative of the Shawano Area Agricultural Society. If the vendor does not occupy its designated space by 12 pm on Tuesday, the Society will not guarantee space location. Location will then be at the discretion of the Society. On the last day of the fair, vendor may take down the booth/occupied space no earlier than 8 pm.
- 8. In addition to the rental fees (non-food) or 10% gross sale fee, the vendor will pay a deposit to the Society, in the amount of \$50 (non-food) or \$150 (food/beverage) prior to occupying the space. If the vendor abides by all rules, herein, the deposit will be returned to the vendor following the end of the fair (non-food) or applied to total amount owed (food/beverage).
- 9. Camping on the grounds will be assessed at the following rate: \$125 for the full week (without A/C) or \$150 for the full with (with A/C). Food storage trailers using electricity are charged an additional \$85 each.
- 10. Electricity will be assessed at a rate of \$60 minimum per area unit. All electricity used by any vendor will be metered by a grounds electrician and charged to the vendor accordingly.
- 11. Food vendors will be inspected on the fairgrounds by a certified inspector of The State of Wisconsin Health Department. Vendor must comply with the rules set forth by the Wisconsin Food Code for Fairgrounds and/or outdoor events to sell food on the Shawano County Fairgrounds.

- 12. The vendor agrees to a peaceable surrender possession of the space described in the contract in the event of the failure to comply with any of its provisions upon the demand of the Society and further agrees to waive all damages of claims in the event such demand shall be made.
- 13. The Society reserves the right to cancel this contract if, in the judgement of the proper officers of the Society, the business or exhibition carried on by the renter or the manner of conducting the same shall be objectionable to the public or not as represented at the time this contract is signed or does not comply with state requirements. In the event of cancellations all payments previously made thereon shall become forfeited to the Society.
- 14. The vendor agrees to conduct the business or exhibition described in the contract wholly within the space rented. In no instance will walking privileges be granted.
- 15. The Society shall have a lien upon the goods, lumber, stand and implements used in the operation of the privilege granted under the terms of this contract and the same shall not be removed from the grounds until full payment of the contract is acknowledged by the proper officer of the Society. In the event of default in any payment, the proper officer of the Society may take possession of said goods, lumber, stand and implements and sell the same at public sale, applying the proceeds to the payment of said contract price, paying any amount received above its claim to the renter or his agents.
- 16. The vendor agrees that their property will be removed from the grounds of the Society within forty-eight (48) hours after the close of the fair and all accumulations as a result of this occupancy shall be disposed of under the direction of the Society. If the space is not left in the condition it was acquired, a \$25 fee or actual costs, whichever is greater, will be assessed for clean-up. In event the assessment is not paid, the vendor will be deprived of their space the following year.
- 17. All amplification systems are to be operated under the supervision of the Society and vendor agrees to observe rules and regulations in the respect, which include volume settings that will not annoy competitive concessions or the public. The authorized officers of the Society shall be sole judge as to what shall not constitute a nuisance.
- 18. If requested, the vendor agree to complete a basic exhibitor information card prior to execution of the contract.
- 19. Vendor must park private vehicles in designated parking areas only.
- 20. The Society prohibits the sale of "string in a can", knives with blades greater than three (3) inches, lasers, any obscene materials and any illegal substances. The Society reserves the right to determine if any item is obscene or illegal in nature.
- 21. The vendor agrees to comply with established insurance rules designated by the Society. Each vendor must supply a copy of the insurance coverage 60 days prior to the fair. The Society can provide insurance at a cost of \$150 per vendor.
- 22. Any pet accompanying the vendor must be kept in an approved enclosed area.
- 23. Additional regulations posted shall be incorporated as terms of this set of regulations and as terms of the rental contract.
- 24. After reading and understanding the above regulations and agreeing to comply with the above regulations, sign and date the designated area on the enclosed application and contract.

 Keep this copy of the regulations in your 2023 Shawano County Fair file for further reference.
- 25. NOTE: The person writing out the check for payment MUST include information required on the bottom of the contract.

Vendor Signature	Date	

Revised: October, 2022