

**MANITOWOC COUNTY FAIR
VENDOR
POLICIES, PROCEDURES
AND
REGULATIONS**



August 25-30, 2009

Please read all contents of this book. Manitowoc County Expo reserves the right to make changes to this policy sheet at anytime. By signing the Manitowoc County Fair Vendor's Agreement found on the back page of this booklet, you are hereby acknowledging that you have read and agree to all stated rules and regulations of the Manitowoc County Fair. Violation or non-compliance of these rules may result in the Manitowoc County Expo Board's decision to request your immediate removal from the Fair. Such removal may result in your inability to return in future years.

DEFAULT

1. If vendor is in default under any section of this policy agreement, or fails to adhere to the policies or management directions established by the Manitowoc County Fair, the Fair shall notify vendor of such default or failure and vendor shall have ample time to remedy such default or failure. In the event that the vendor does not remedy such conditions in ample time, the Fair may terminate contract agreement, expel vendor from the location and re-rent the location to another vendor without any further liability or obligation to previous vendor.
2. Upon approval of the policy agreement, there will be no refunds of exhibit fees deposits. All fees/deposits will be refunded to those applicants whose application form has not been approved.
3. All returned NSF checks will be assessed a minimum fee of \$50.00.



EXHIBIT SPACE

1. No vendor will be granted exclusive rights to their product (s)
2. Indoor Merchants booth space is 8' deep by 10' wide. Maximum height in the back allowed is 8' for vendor's own backdrops.
3. The Manitowoc County Fair provides no special services in connection with setting up or decorating your display. All exhibits, including chairs, tables, furniture, ladders, equipment and other display material must be provided and set-up by the vendor.
4. The Manitowoc County Fair will prepare the layout of booths and assign spaces accordingly and also reserves the right to revamp the layout as necessary. Returning vendors will be given first priority on space assignments.
5. Vendors are prohibited from assigning or subletting a booth or space that has been allotted to them. They may not exhibit or sell any product, commodity or

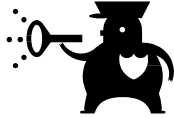
merchandise that has not been listed on the contract and approved by the Fair. Also, vendors are prohibited from roaming the grounds selling merchandise, handing out flyers or coupons. Any variation will result in the vendor forfeiting his/her right to conduct business at the Manitowoc County Fair.

6. Exhibit spaces will be available for set-up Monday, August 24 from 8:00 a.m. to 4:00 p.m. and Tuesday, August 25 from 8:00 a.m. to 3:00 p.m.
7. All outdoor concessions must be hook-up by the fair electrician. Each vendor will receive a hook-up card with the number of electrical outlets that you've paid for.
8. All Indoor Merchants vendors must be open for business on Tuesday, August 25 by 3:00 p.m. and complete display must stay intact until 7:00 p.m. on Sunday, August 30. (See food & commercial vendor hours of operation schedule on page 3.)
9. Displays should not obstruct neighboring displays nor project ahead of neighboring booths. Aisles and pedestrian walkways on the Fair grounds must not be obstructed in any way. No overhangs or awnings will be allowed to protrude/extend outside of your rental area.
10. Hand written signs are not allowed at any booth/area. If a hand written sign is displayed, you will be asked to remove it.

INDOOR MERCHANTS VENDOR HOURS OF OPERATION:

Tuesday	noon – 10pm
Wednesday	noon – 10pm
Thursday	10am – 10pm
Saturday	10am – 10pm
Sunday	10am – 7pm

During these hours, all exhibits must be open and have a vendor representative in their booth. Unmanned booths will be subject to removal and may not be allowed to return.



SECURITY

1. Overnight Security will be provided **Tuesday** through **Saturday** night. The Fair will not be responsible or liable for any loss or thefts. All reports should be filed with the Manitowoc County Sheriff's Department.
2. All exhibits must be removed from the Fairgrounds by 4:00 p.m. on the Monday following the Fair or an additional fee may apply.

FOOD INFORMATION



1. Food concessionaires must have a listing on their menu form of items to be sold. No items may be added without permission from the Fair.
2. All food vendors shall comply with state and local health regulations. A "Temporary Restaurant Guidelines" booklet from the Department of Health and Social Services, Wisconsin Division of Health, is available in the Fair Office. County Health Department personnel will inspect each food stand.
3. Storage trailers/trucks with refrigerator/freezer must have contact name and working phone number on back door for emergencies. In addition, there will be a fee for electric.
4. You will be required to park your storage units in assigned parking spots. Check at the Fair Office prior to parking your storage unit. Units parked outside designated area will be removed. **No personal vehicle parking behind or around concession stands.**

WATER SUPPLY



A back flush valve must be used for each water hook-up. If you have a soda machine that requires a water hook-up for making carbonated water, you will need a second special back flush valve for that purpose. Per local and state health regulation, all vendors using water outlets/connections on the Fairgrounds shall have FDA or NSF approved water hoses. Also, "gray water" shall be self-contained (holding tank) and can be deposited only in specific designated areas (inquire upon arrival).

FRAUD AND MISREPRESENTATION



Each vendor is expected to deal honestly and fairly with the public and his/her employees. Any attempted fraud or misrepresentation will be considered sufficient cause for revoking the contract and removal from the grounds.

VEHICLES ON GROUNDS

1. No vehicles including golf carts or any type of ATV will be allowed on the grounds after 10:00 a.m. daily without prior approval by the Fair Board.
2. Outside Vendors can stock/load booths/areas by driving onto the grounds between the hours of 12:00 a.m. and 10:00 a.m.



HELIUM/PROPANE

1. All compressed helium/propane tanks must be secured with a chain so that they cannot fall or tip over. Failure to abide by this rule will result in a citation.
2. Helium and propane tanks are to be delivered to the vendor's location.

INSURANCE

1. All vendors must submit a copy of Certificate of Insurance for general liability with limits of \$1 million and food vendors must have product liability, naming the Manitowoc County Expo, 4921 Expo Drive, Manitowoc WI 54220, named as an additional insured. The copy of Insurance is required to be mailed 30 days prior to the Fair. Vendor set-up will not be allowed until the Certificate of Insurance has been filed and acknowledged by the Fair office.
2. Manitowoc County Fair does not offer insurance for purchase.

LIABILITY

The Manitowoc County Fair shall not be liable for any loss or damage to the property of the vendor or of it's employees, agents, patrons, or guests due to fire, smoke, water from any source, theft, criminal mischief, accident of any kind or from any other cause whatsoever and will not be liable for injuries to the vendor, his employees, agents, patrons, or guests for damages or injuries arising from or in any way connected with the use of occupancy of space. The vendor agrees to indemnify and hold harmless, the Manitowoc County Fair and their employees, against any and all claims of any person whomsoever, arising out of acts or omissions of the vendor, his employees, agents, patrons, or guests.

LICENSE AND PERMITS

1. Vendors will obtain all licenses and permits that are, or may be required by any public authority for sale of any of their products. A copy of the appropriate Seller's Permit Form S240 shall be provided to the Fair at the time of contract (Wisconsin Internal Revenue personnel do make visits to the Fair for this information).
2. A Food/Health permit is required and must be displayed during the Fair.

LOSS OR DAMAGE

1. The Manitowoc County Fair shall not be responsible for any loss or damage suffered by any vendors, patrons, employees or guests from any act of theft, vandalism, accidental injury, or act of God.
2. For any loss or damage, refer to the Security section on page 7.

LOTTERIES/RAFFLES/DRAWINGS/CONTESTS

1. Any and all lotteries/raffles/drawings/contests are regulated by state statutes set forth by the Wisconsin Department of Agriculture, Trade and Consumer Protection. For more information contact the Wisconsin Department of Agriculture at 1-800-422-7128 or write to Wisconsin Department of Agriculture, Trade and Consumer Protection, PO Box 8911 Madison, WI 53708-8911. The Department of Agriculture does have staff that checks Fairs/Events throughout the state.
2. Any use of promotion, scheme or device involving the award of any prize, gift or privilege determined as a result of any contest or by chance, without prior consent of the Fair is prohibited. Promotions shall have written approval by the Fair.

MANDATORY RECYCLING



1. Cardboard boxes must be flattened and stacked in collection area located on the Fairgrounds.
2. Grease barrels will be strategically placed throughout the food court for the disposal of cooking grease. Any vendor not disposing of grease properly will be assessed a damage fee of \$250.00



ADMISSION

1. Season admission passes are available for \$25.00 and can be purchased in the Fair Office.
2. Vendors can pick up their passes in the Fair Office in the Merchants Building. It is your responsibility to distribute the passes to your employees/volunteers.

RULES AND ORDINANCES

1. The Vendor agrees to conduct all of its business in an orderly and lawful manner and to obey all rules of the Manitowoc County Fair.
2. All vendors are expected to convey a professional behavior and dress appropriately. Vendors not complying will be asked to leave.

SELECTION OF VENDORS

1. Submission of the Application form does not guarantee that a space will be awarded to you.
2. Returning vendors, who in the opinion of the Manitowoc County Fair management have run acceptable operations, will have first option to renew their contracts.
3. New vendors must submit with their Application Form:
 - Photograph (s) of your exhibit/display, if available.
 - Three (3) references including contact name and phone number (s).
 - Complete description of all products to be displayed/sold.
4. There will be a \$25.00 disposal fee for all food and beverage concessions.



CONTRACTS

1. Upon approval of the Application Form, you will receive a contract from the Manitowoc County Fair.
2. SIGNED CONTRACTS AND FULL PAYMENTS ARE DUE ON **APRIL 1** VENDORS NOT PAID IN FULL BY **APRIL 1** WILL NOT BE ALLOWED TO SET UP.

4. Upon signature of the contract, there will be no refunds of exhibit fee/deposits. (Although the Fair executives and AIS Board has the right to discuss individual circumstances that may justify a refund).
5. Unapproved application forms and deposits will be refunded to applicants.

CAMPING



Camping on the Fairgrounds is **very** limited and is done on a “first come” basis. Camping requests: Please refer to the camping application form.

1. Camping spaces will be available from Monday through Sunday night, a seven night maximum
2. Camping spaces will be assigned by Fair Staff. Camping permits must be displayed in your vehicle window. No open fire pits are allowed on the Fairgrounds.
3. Each camping space is allowed to have one vehicle per space.

SHIPMENT/DELIVERIES



1. All deliveries should be directed to the vendor, in care of the Fair Office.
2. The Fair will not accept responsibility at anytime for material received and stored.
3. No COD's will be accepted.

UNSUITABLE PRODUCTS



1. The Manitowoc County Fair reserves the right to deny any display and/or sale of items which, in the Fair management's sole judgment, are inappropriate.
2. The display, sale or distribution of knives, and/or weapons of any type, is prohibited by the Manitowoc County Fair.

CANCELLATION OR WITHDRAWAL

1. The exhibitor shall give the Fair notice in writing of his intentions to cancel or withdraw from the fair.

2. In the event the notice is received before July 1 of the current contract year, the Fair will refund the rental fee and security deposit minus 5% handling charge.
3. In the event the notice is received after July 1 of the current contract year, the exhibitor will forfeit all fees and deposits paid for space. In the event of cancellation, Fair shall have the right to use space to suit its own convenience, including selling the space to another exhibitor, without any rebate of allowance to the cancelled exhibitor.
4. In case the premises of the Manitowoc County Fairgrounds shall be destroyed or damaged, or if the fair fails to take place as scheduled or is interrupted and/or discontinued or access to premises is prevented or interfered with by any reason or act of God, emergency declared by any government agency or by fair management, or for any other reason, this contract may be terminated by Manitowoc County Expo. In the event of such termination the exhibitor waives any and all damages and claims for damages, and agrees that the sole liability of Manitowoc County Expo shall be to return to each exhibitor his space payment, less his pro-rate share of all costs and expenses incurred and committed by Manitowoc County Expo.

Please complete, detach page, and return with all other forms to:

Manitowoc County Expo
4921 Expo Drive
Manitowoc WI 54220

I, _____
(Print your name here)

agree to the policies, procedures and regulations set forth in this booklet.

I understand that violation of any of these policies will result in my removal from the Manitowoc County Fair.

(Signature) (Date)

Business: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

E-Mail: _____

PAST/PREVIOUS VENDOR CHECKLIST:

- Signed Last Page of Vendor Booklet
- Camping Form, If camping
- Seller Permit (S-240) If selling anything.
- Certificate of Liability Insurance

NEW VENDOR'S ONLY:

- Signed Last Page of Vendor Booklet
- Seller Permit (S-240) If selling anything.
- Certificate of Liability Insurance
- Application Form
- \$125.00 down payment for Indoor Vendor Space or Full Payment
- \$250.00 down payment for Outdoor Vendor Space or Full Payment
- Menu Form (Food Vendor)
- Camping Form