CWSF MERCHANDISE VENDOR MANUAL

August 20th – August 25th, 2019

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Marshfield, WI 54449
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centralwisconsinstatefair.com

Thank you for choosing the Central Wisconsin State Fair.

By signing the 2019 Central Wisconsin State Fair (CWSF) Merchandise Vendor Contract, you are hereby acknowledging that you have read and agree to all stated rules and regulations of the CWSF. Violation or non-compliance of these rules will result in the CWSF's decision to request your 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.

CWSF Personnel:

Executive Director: Dale Christiansen
Office Administrator: Ashlee Sayre
Office Intern/Secretary: Tiffany Carlsen
Entry Office: Romelle Bymers
Food Vendor Coordinator: Jim Dalbec
Merchandise Vendor Coordinator: Nick Wayerski
Maintenance Manager: Steve Taylor
Grounds Crew Manager: Bob Liston

CWSF Board of Directors:

President: Peggy Sue Meyer-Miller
Vice President: Jeremy Carolfi
Treasurer: Vicki Selz
Secretary: Nick Wayerski
Director: Brian Varshow
Director: Eric Voight
Director: Scott Carl
Director: Jeff Viergutz
Director: Julie Schooley
Junior Fair Rep: Sandy Leonhard
City Rep: Chris Jockheck
Wood County Rep: Bob Ashbeck

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CWSF Commercial Vendor Standards

GENERAL

These conditions established minimum standards and criteria under which a concessionaire will be offered a contract to participate at the Central Wisconsin State Fair (CWSF). These standards apply, not only to new applicants for concessions, but also to those who may be requesting an extension of a contract for continued participation. Any concessionaire failing to satisfy these criteria, place their contract to participate at the Fair in jeopardy. Vendors will be required to fill out a new Vendor Contract each year. Contracts and forms will be emailed or mailed out after January of the New Year. Old contracts will not be accepted.

The CWSF will continually seek to present the best quality, professionalism, 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 and 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 in coverage.

Major factors in considering 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 concessionaires 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. Experience and financial stability.
6. Quality of presentation and professionalism demonstrated.
7. Other factors, as the CWSF deems appropriate in determining its best interest and those of it's patrons.

COMMERCIAL EXHIBITS

Commercial vendors are placed on the fairgrounds to educate, inform, evoke public interest and create business opportunities. Vendors are placed to provide hospitality, shopping opportunities, 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.

EXHIBITORS

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.

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.

1. 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.
2. 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.
3. Commercial vendors should be themed with the design and signage of the display being unique and relate to the product or service presented.
4. 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.
5. Commercial vendor staff shall be clean, neatly attired, and tidy in personal appearance, hygiene and dress at all times, with uniform apparel where appropriate.
6. Commercial exhibit and display areas must be adequately staffed and in operation during prescribed hours every day of the Fair.
7. 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.
8. 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.
9. 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 by August 1st. The Fair office will not give out any packets until all required forms and full payment are received.
10. 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 of federal statutes.

LIABILITY INFORMATION:

1. 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.
2. Vendors shall take their own adequate steps to avoid theft or damage to their property. Any loss or damage should be reported to both the Marshfield Police Department and the CWSF administration office.
3. 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.
4. 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.
5. 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.
6. 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.

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, please indicate on your contract 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.

1. 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 any subsequent year.
2. 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.
3. CWSF reserves the right to not grant a new contract at any time.
4. 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.
5. 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.
6. Cancellations prior to June 1st will have a $50 service charge assessed. Cancellations made after June 1st will result in a forfeiture of all money paid. **Verbal and/or written cancellations can be accepted.**
7. 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.
8. 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.

HOURS OF OPERATION

1. The space to be occupied under the terms of this contract must be occupied by the concessionaire no later than 11:00 AM daily.
2. Nightly shut-down will be at 10:00 PM each evening of the CWSF, unless otherwise stated by the Merchandise Vendor Coordinator: Nick Wayerski.
3. Release time on the last day of the CWSF is at 6:00 PM, **not before**, unless otherwise stated by the Merchandise Vendor Coordinator. Vendors must remain in place until the closing of the Fair. The concessionaire also agrees not to dismantle his booth, deplete the exhibit in anyway, or do any packing before release time on the last day of the Fair.
4. Booths may be unattended for a short period of time, however, your booth must continue to appear open, neat, and stocked with information while being unattended.
5. No vehicles will be permitted on the Midway until after 6:00 PM on the last day of the Fair.

WISCONSIN DEPARTMENT OF REVENUE:

Operators of temporary events are required to file a report with the Wisconsin Department of Revenue for events attended in Wisconsin. These and other forms can be found on our website. Please fill them out fully and return them to the appropriate businesses.

GATE & PARKING PASSES:

1. Vendor packets will contain passes and permits (See your commercial vendor contract). **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.
2. 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. Packets will contain one parking pass. **Limited** additional parking passes may be purchased through the fair office. These passes cannot be resold or given out to the general public.
3. Each vendor will receive twelve (12) free day gate passes – in which booths must be manned each day of the Fair. An additional eight (8) passes may be purchased for $6 each with justification. These passes cannot be resold or given out to the general public.
4. Vendor packets will be mailed out on August 1st unless the required payments and forms have not been returned to the CWSF office. No packets will not be mailed out after August 5th.
5. 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.

CAMPGROUND

Campsites are assigned on a first-come-first-serve basis. In order to reserve a campsite, you MUST complete and return a camping form with full payment. This form can be found on our website. Please be sure to fill out the "CWSF Camping form". Other forms will not be accepted. You will be limited to only one hook-up per site. No Exceptions! The CWSF is not responsible for any stolen or damage to personal property while on Fair campgrounds.