



225 Edward Street
Chippewa Falls, WI 54729
715-723-2861
www.nwsfa.com
dbaier@nwsfa.com

Concession and Exhibit Standards

General:

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

The Northern Wisconsin State Fair 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 State of Wisconsin Department of Safety & Professional Services standards.
5. Abide by local Public Health guidelines in reference to any pandemic/epidemic illnesses.
6. Meet financial responsibilities and all license obligations by specified dates.
7. Conduct business in an ethical and professional manner.
8. Provide proof of liability insurance with a minimum of \$1,000,000.00 in coverage (see below).

Major factors in consideration for a license shall be experience, documented management expertise, references from events of comparable size, product presentation and cleanliness of operation.

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

Commercial Exhibits:

Commercial exhibits are places on the Fairgrounds to educate, inform, evoke public interest and create business opportunity. Concessions are placed to provide hospitality, shopping opportunity, 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, issuing licenses which allow qualified independent parties to so operate.

Concessionaires and Exhibitors

1. The first responsibility of all concessionaires and exhibitors is to Fair patrons. Concessionaires and 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. Concessions and exhibits must be professionally constructed and of substantial structural integrity, as well as clean, aesthetically attractive, well maintained and of a design and appearance which 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 only be given after complete architectural plans, photos and/or specifications for such equipment are submitted for review and approval.
3. Concessions and exhibits shall comply with requirements of the Americans with Disabilities Act (ADA), meet all applicable building, fire, safety, sanitation, electrical, plumbing and sanitation codes. The operators of same are responsible for obtaining all appropriate 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 which is not specified in the license shall be disallowed.
5. Concessions and exhibits should be themed with the design and signage of the display being unique and relate 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 prices of products sold.
7. This section is fluid. Concessions and exhibits will have all safety/sanitary protocols in place based on local Public Health Department guidelines for any pandemic/epidemic illnesses to include but not limited to: hand washing & sanitizing, antibacterial cleaning routines, social distancing, face masks, and gloves.

8. 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.
9. Concession, exhibit and display areas must be adequately staffed and in operation during prescribed hours every day of the Fair. Unattended exhibit and/or display areas are not allowed without NWSF Administration approval.
10. Display showcases shall be in good repair and adequately lighted 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 which is taped down on all edges and does not exceed the space dimensions. Exhibition of products must be in a safe and secure setting out of reach of fair patrons.
11. Lighting to highlight the overall exhibit or concession may be necessary to properly emphasize the product(s) or service(s) presented.
12. Product and/or service demonstrations are acceptable and sound equipment may be used with prior approval of NWSF Administration. Attention with respect to time, place, manner and volume must be adhered to.
13. 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 NWSF office two weeks prior to the opening of the event.
14. Compliance with NWSF waste management and recycling programs, policies and procedures is a requirement placed on all concessionaires and exhibitors.

Prohibited Items

The sale, display, possession or distribution of the following items is prohibited at Northern Wisconsin State Fair (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, conducted 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. They may not be handled by the public, and the utmost precautions must be executed to protect all in attendance.*

Food and Beverage Concessions

In addition to the preceding, the following will be required for 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, Chippewa County Public Health and Food Safety. All food service equipment and utensils must meet National Sanitation Foundation (N.S.F.) standards.
3. This section is fluid. Food and beverage concessions will have all safety/sanitary protocols in place based on local Public Health Department guidelines for any pandemic/epidemic illnesses to include but not limited to: hand washing & sanitizing, antibacterial cleaning routines, face masks, and gloves.
4. 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 with proper utensils, napkins, etc. readily available to aid in their consumption.
5. 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 State code for outdoor use.
6. 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.
7. Multiple food products shall be limited.
8. Themed concessions may be allowed multiple food items provided they are authentic food and beverage(s) related to the theme.
9. Concessions that are trailer mounted or a "roll-off" style shall be skirted to the ground.
10. Vendors/Concessionaires will pay for all electrical connections to NWSF power grid. (this included time/labor by NWSF approved electrical contractor)
 - a. Specialty extension cords/connections may be rented from NWSF for a fee.
11. Vendors/Concessionaires must clean & pick-up debris from their vendor area before leaving 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.

All concessions and exhibits shall abide by 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

Northern Wisconsin State Fair Association, Inc. and Northern Wisconsin Fairgrounds, Inc. and all of their respective officers, directors, volunteers and employees (collectively, "NWSF") 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. NWSF hereby assumes no responsibility for any accident, injury or mishap which may befall you, your property or members of the fair-going public unless due to NWSF 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 Tuesday 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 occasioned by all of 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.

Force Majeure

The performance of this Agreement is subject to termination without liability by either party upon the occurrence, or upon the prediction by the National Oceanic and Atmospheric Administration, any agency of the United States Government, or any agency of the Government of the State of Wisconsin of the occurrence of any circumstance beyond the control of either party—including, without limitation, acts of God, war, acts of terrorism within a fifty (50) mile radius of NWSF facility, government regulations, disaster, pandemic/epidemic illness, strikes or threat of strikes (except that neither party may terminate this Agreement for situations involving that party's own employees), civil disorder, or curtailment of transportation facilities—to the extent that such circumstance makes it illegal, impossible or economically impracticable for the NWSF to provide, or for the Vendor in general to use, the NWSF facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice from one party to the other within 10 days of such occurrence or upon delivery of written notice from one party to the other within 24 hours of the receipt of notice of the prediction of any of the above occurrences.

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.

If 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, they must make their arrangements and pay for such insurance. If licensee cannot provide a Certificate of Liability Insurance, NWSF can provide insurance coverage through their company for an additional fee.

Definitions and Explanations:**Northern Wisconsin State Fairgrounds:**

That area of land located at 225 Edward Street, Chippewa Falls, WI 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 Northern Wisconsin State Fair.

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 good, services or information on or from an assigned Fairgrounds commercial space during a designated period of time. Licenses will be offered in accordance with the commercial space available. Licenses may not be sold, transferred, assigned or devised by will. Licenses are valid for a designated period of time as agreed in writing.

The fact that an operator has entered into an agreement 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. NWSF reserves the right at its sole discretion to not grant a license for a subsequent year.

The NWSF shall annually review all license agreements in consideration of offering a license 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. NWSF reserves the right to not grant a license at any time.

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

License extension procedures:

The NWSF will send notices to operators who held licenses during the immediately preceding term and subsequently are given an opportunity to obtain a new license. An acknowledgment and acceptance of the location assigned, deposits and other terms must be returned within 14 days of original mailing. Any requests for change in location, purpose or products must be noted on the acceptance and subsequently approved by NWSF administration as noted on the issued license.

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 Fairgrounds. 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 their 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 Fairgrounds property must have NWSF authorization.

Utilization of personal property by other groups or events must be mutually agreed upon by personal 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 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 Fairgrounds property unless approved by NWSF Administration. If event property is authorized equitable storage fees will apply.

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