



## Commercial Vendor Rules, Requirements, & Information

AUGUST 10<sup>TH</sup> THRU AUGUST 13<sup>TH</sup>, 2023

This flyer is designed to help you understand our rules and regulations as a commercial vendor. Please read and follow the policies described. Some may apply to you and others may not.

### STATE REQUIREMENTS

The State of Wisconsin requires all vendors at the Pierce County Fair complete a Seller's form (S240). Regardless if you are selling anything or are just a display only. "Selling merchandise" includes the sale, rental, lease, exchange, barter, or taking orders of merchandise, goods, or products for money and/or other consideration. The vendor portion of the S-240 form must be completed and returned to the Pierce County Fair Office **by July 10th** as the data from this form needs to be sent to the State of Wisconsin prior to the starting date of the Fair.

### FOOD STANDS

All food establishments will be inspected and licensed by the Wis. Dept. of Agriculture, Trade and Consumer Protection Agency or Pierce County Public Health.

### FINANCIAL OBLIGATIONS

Commercial vendors must have a written and signed contract with the Pierce County Fair. The completed and signed contract plus at least ½ of the rental fee is due to the Fair Office by **May 1st**. The **balance is due no later than July 10th**.

Once all your paperwork is received (Wisc. Seller's (S-240) Form, Certificate of Insurance, and balance of booth rent) then eight (8) complimentary one-day passes per commercial contract will be issued. Passes WILL NOT be mailed, but will need to be picked up prior to or at mandatory setup on *Wednesday, August 9th*. Food stands and commercial vendors will be eligible to purchase reduced price worker tickets at \$3 each. However, **additional passes must be purchased by July 26th**, otherwise you will forfeit your ability to purchase reduced priced worker tickets. No special rate tickets will be sold during Fair

Concessionaires/commercial exhibitors are prohibited from assigning or sub-letting a booth or space that has been allotted to them nor shall they exhibit or sell any product, commodity or merchandise that has not been listed on the contract and approved by the Pierce County Fair. The Pierce County Fair has the right to deny the display and/or sale of any items which in its sole judgment are inappropriate or a duplication of product or service. If any problem or situation arises that cannot be resolved by the contract agreement and above rules and regulations, the Pierce County Fair Manager will make the final decision. Laser pens, smoke/stink bombs, silly string, fake cigarettes, pornography, guns & illegal drug related items prohibited.

### INSURANCE REQUIREMENTS

The Pierce County Fair shall not be responsible for any negligence or unlawful acts of the lessee (concessionaire/commercial exhibitor) or lessee's agents or employees. The Pierce County Fair will not be responsible for any injuries, claims, losses, or liabilities suffered or incurred by the lessee or lessee's agents or employees while on the fairgrounds and the lessee must agree to hold the Fair harmless therefrom. The lessee must indemnify the Fair from any and all liability, loss or damage the Fair may suffer as a result of claims, demands costs or judgments against it arising out of the actions of the lessee or lessee's agents or employees.

All commercial exhibitors must have \$1,000,000. (one million dollars) general liability insurance coverage. A certificate of insurance must be given to the Fair Office **by July 10th**. If you do not have this coverage, Pierce County's insurance carrier will provide it for \$75.00. If you desire this coverage instead of your own, it must be arranged by **July 10th**. The payment will be collected with the last one-half of your rent.

### PARKING

Designated parking space is **NOT** available for commercial exhibitors. You may drive up to your building or space to load or unload, but must park in regular parking areas. If you have a trailer, it must be parked along the North lot fence. All cars must be off of the Fair pedestrian areas and parked by 10am.

### SECURITY

The Pierce County Fair hires security personnel to patrol the grounds 24 hours a day once the Fair begins. As they cannot be everywhere at all times, please use extreme caution as to what is left in your exhibit space. We will not be held responsible for losses by theft or damage. Please note: The Round Barn opens at 8:30 a.m. and closes at 9:00 p.m.



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There is a First Aid Station on the grounds, located on the WEST side of the Seyforth Building. The Ellsworth Fire Department and Ellsworth Ambulance Service are available when called.

### VIOLATIONS

Violation of any of the rules in this flyer may, at the Pierce County Fair's discretion, result in immediate cancellation of your contract and immediate expulsion from this year's fair and all future fairs.

It is mutually understood and agreed that no alteration or variation of the terms of the contract shall be valid unless made in writing and signed by parties hereto, and that oral understandings or agreements not incorporated herein and no alterations or variations of the terms, hereof, unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

### CREDIT/DEBIT CARD ACCEPTED!

We are able to process payment via credit/debit card. There is a convenience fee that will be passed on to the card holder for using this service. You must call our office to process your payment.

### HOURS OF OPERATION

**Mandatory set up on Wednesday, August 9th** for any part of a display that requires a vehicle blocking any of our roadways or the entrance to one of the buildings. Set up can start as early as Monday, August 7<sup>th</sup>; however, vendor spaces are unguarded until the evening of Wednesday, August 9th.

**All commercial exhibitors must be in place and operating by 9:00 a.m.** on the opening day of the Fair. The Fair reserves the right to resell any spaces not occupied by the exhibitor by the slated time with no obligation to refund any money paid to the Fair for deposit or rental of the space.

All commercial exhibitors shall be open and in operation from 9:00 a.m.- 9:00 p.m. every day of the Fair (except on Sunday closing is at 5:30 p.m.). Booths must be staffed during those times unless other arrangements have been approved by the Fair Office. Leaving early on Sunday may result in forfeiting an invitation to the next year's Fair.

### FORCE MAJEURE

Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, closures, cancellations or lapses in performance, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, state emergency, county/municipal emergency, pandemics, epidemics, terrorism, war, acts of a public enemy, governmental restrictions, laws or regulations, or any other laws, whether similar or dissimilar to those enumerated, beyond its reasonable control. The provisions of this article shall operate to allow Pierce County or commercial exhibitors to cancel and terminate the lease and cease operations of the exhibit at any time, without advanced notice to the other party, and without further penalty, payment, financial responsibility or obligation hereunder.

### APPEARANCE OF EXHIBITS

Exhibitors must keep their premises neat and shall pick up debris around and within their premises. They must dispose of garbage and other refuse in the appropriate barrels provided.

Any materials (such as straw or sawdust) used as part of your exhibit will require a deposit of \$50.00 payable with your spot rental fee by **May 1st**. You are expected to have this cleaned up prior to leaving the Fair. If acceptable cleanup has been done, your deposit will be refunded to you. PA systems or other machines making noise shall not be allowed without approval of the Fair.

No exhibitor shall be permitted to distribute matter, handbills, fliers or heralds outside of their designated area. Exhibits must be set up within the confines of the area you purchased. You may not block your neighbor or walkways.

The Pierce County Fair reserves the right to spot-check any concession/exhibit at any time. The Fair **will not provide any tables, chairs, shelves** or other equipment to be used in a booth. Please break down all cardboard boxes before putting them in the recycle bin behind the Seyforth Building.

### CONTACTS

- **Liz Dietsche | Fair Manager | [liz.dietsche@co.pierce.wi.us](mailto:liz.dietsche@co.pierce.wi.us)**

Ashley Plahn | Office Specialist | [ashley.plahn@co.pierce.wi.us](mailto:ashley.plahn@co.pierce.wi.us)

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