

Sauk County Agricultural Society, Inc. PO Box 467 Baraboo, WI 53913 608-356-8707

Welcome Vendors to the Sauk County Fair! Sauk County Fair - July 8th -14th, 2024

Set Up Dates: NEW!!!!

Outdoor Vendors-Monday, July 8th, 8am-5pm Tuesday, July 9th, 8am-5pm OR BY REQUEST Wednesday, July 10th, 2024,8am-10am

Large Equipment - Monday, July 8th, 8am-5pm Tuesday, July 9th, 8am-5pm

<u>Indoor Commercial Building Vendors</u>- TUESDAY, July 10th 1pm-4pm Wednesday 8am-10am

Weekend Vendors- Friday, July 12th, 8am-10am (carry in only)



Take Down Dates For ALL!

Sunday, July 14th, 4pm- Outdoor may stay later, carnival ends at 5pm.

***CARE MUST BE TAKEN as 4pm is also the junior exhibit buildings exit,

***Watch for youth moving their projects and animals etc. THANKS!

CONTACT- Liz Cook <u>info@saukcountyfair.com</u>

DEADLINE- Rates will go UP after April 30th, 2024

The 2024 vendor registration form is online and will need to be completed and payment made to submit (online). The form is for ALL Vendors (selling or display.)

Prepare to complete and pay for the vendor spot together online.

- 1. <u>ONE</u> of the following, WI Seller's Permit; or Last 4 digits of SSN; or Last 4 digits of FEIN. (only one)
- 2. Form of payment for online submission
- 3. INSURANCE CERTIFICATE MUST BE RETURNED by JUNE 1

INSURANCE-A Certificate of Liability Insurance MUST be on file in our office by June 1 INSURANCE REQUIREMENTS

Sauk County Agricultural Society, Inc. as an "Additional Insured".

Vendor Information Collected- The Wisconsin Department of Revenue requires that events provide information on businesses/organizations, etc. that are vendors at our event. The information we collect will be shared with the Wisconsin Department of Revenue as it is requested by them.

VENDOR INFORMATION

Returning Vendors

If you were a vendor at the fair in 2023, we look forward to seeing you again in 2024! 2024, brings new changes, including online signup and payment. After reading through the rules and regulations follow the link to sign up. The vendor signup form is the same for all returning vendors. As we move closer to the fair, feel free to contact us to verify space. info@saukcountyfair.com

Forms and payment must be complete for your registration to be submitted. All forms will be reviewed, submittance and payment do not guarantee acceptance.

NEW Vendors

If you were not a vendor at the 2023 fair, please, read through the vendor packet, Then, email the fair at info@saukcountyfair.com and tell us about your business. Include as much information as possible to help us determine if you will be a great fit with the Sauk County Fair.

Prices through April 30th of year

 $\$350/Indoor\ Booth\ (10x10)$ Space must be in 10ft increments with a minimum of 10 feet.

\$32.50/Foot** Outdoor Non-Food Vendors (per foot)

\$50.00/Foot** Food Vendors (per foot)

Prices from May 1 through May 31st

\$375/Indoor Booth (10x10) Space must be in 10ft increments with a minimum of 10 feet.

\$35.00/Foot** Outdoor Non-Food Vendors

\$55.00/Foot** Food Vendors

Prices from June 1 through June 30th

\$400.00/Indoor Booth (10x10) Space must be in 10ft increments with a minimum of 10 feet.

\$37.50/Foot** Outdoor Non-Food Vendors

\$60.00/Foot** Food Vendors

Prices from July 1st through Fair

\$425.00/Indoor Booth (10x10) Space must be in 10ft increments with a minimum of 10 feet.

\$40.00/Foot** Outdoor Non-Food Vendors

\$65.00/Foot** Food Vendors

Prices for Large Equipment

\$15.00/ft through April 30th

\$20.00/ft through May 1-31st

\$25.00/ft through June 1-30

\$30.00/ft through July 1-Fair

Prices for Weekend Vendor

- *Weekend Vendor Spaces (located West and North of the Commercial Building, not in prime locations/ie across from -office, near midway)
- *Available Fair Week from Friday at 9 am until Sunday at 4pm
- *Vendors must carry liability insurance with Sauk County Agricultural Society, Inc (same as all vendors).
- *Spaces are 10ft x 10ft, No electricity, tables, chairs, tents, etc provided, just space.

\$210.00 through April 30th

\$225.00 through May 1-31st

\$235.00 through June 1-30

\$360.00 through July 1-Fair

\$.50/sq ft.-STOCK/INVENTORY Extra space, near, behind or adjacent to vendor booth

Width x Depth= .50/sq ft.

Vendors receive 2 vendor parking passes, you may purchase more.

WE MEASURE OUT EXACTLY WHAT YOU PUT FOR THE FRONTAGE AND DEPTH. There are not spaces between vendors, so be sure to measure for stakes, rope from tent poles, any other space you may need.

*** Must include stock/inventory trailers size width x depth during registration, \$.50 per sq ft additional behind space.

(Footage should include awnings, tie-ons, overhangs, trailer hitches, room to operate, etc.)

ALL BOOTHS General Rules & Regulations, Including Commercial Exhibit rules and regulations.

POLICY SAUK COUNTY AGRICULTURAL SOCIETY, INC COUNTY FAIR VENDOR SELECTION POLICY

The goal of the Sauk County Agricultural Society, Inc is to organize and manage an annual County Fair that is family oriented, educational and entertaining. This goal is best met by offering a blend of exhibits, educational material and entertainment that will attract, and is suitable for, people of all ages and backgrounds. The selection of vendors to participate in the Fair will be guided by these principles.

The Sauk County Agricultural Society, Inc reserves the right to deny the request of any vendor. The decision to accept or reject a vendor request to participate is solely within the discretion of the Society. Any group or organization, that in the opinion of the Society, presents controversial matters that do not promote agricultural and related industries will not be allowed.

If a vendor is allowed to participate and presents or displays information that violates this policy, the vendor will be asked to remove the offending information. Failure to immediately remove the offending information will result in immediate ejection from the Fair with no refund of fee or deposit.

Sauk County Fair Hours of Operation

Inside BOOTHS in Commercial Building:

Daily Hours- Open display hours in the building are Tuesday, 4:00 PM -9:00 PM and 10:00 AM to 9:00 PM Wednesday – Saturday, and Sunday 11:45 AM to 4 PM.

Outside, Food and Weekend BOOTHS

Hours- Display hours are (optional Tues 4pm-9pm) 10:00 AM to 9:00 PM Wednesday – Saturday, and Sunday 11:45 AM to 4 PM.

<u>UNLESS</u> you are NORTH of the 4-H Food Stand. You may leave sooner at night, except for Sunday.

<u>Large Equipment</u> Do not need to have hours.

Fair SCHEDULE

- A tentative event schedule can be found on our fair schedule page.

www.saukcountyfair.com

Inside requests are limited to available space.

- *Acceptance of new exhibitors will be based on products, type of services and space requirements.
- *Include detailed information with your application, including product line, brands, space preference (indoor or outdoor) and total/entire space requirements, including hitch, porch, tent stakes, etc.
- *Photos or layouts of your exhibit are appreciated.
- *Applications can be submitted via email or mailed to the Fair office.

WEEKEND VENDOR RENTAL

Weekend Vendor Spaces (North/South of the Commercial Building or other open spot as assigned) Available Fair Week from Friday at Noon until Sunday at 4pm.

Vendor must carry liability insurance with Sauk County Agricultural Society, Inc (same as all vendors). Spaces are 10ft wide with varying depths.

No electricity, tables, chairs, tents, etc provided, just the space.

If you choose to use electric, there will be an extra charge.

All Booths:

- *Displays may be removed after 4 PM on Sunday or if needed Monday morning, make prior arrangements.
- *Electricity is included for each rental, up to a 30-amp service inside
- *Outside may purchase extra electricity over 30-amp service
- * Orders for electricity and water must be placed by Exhibitor with the Fair Office in contract.
- *Orders for stock/inventory space must be place by Exhibitor with the Fair Office in contract
- *Helium tanks, if used, must be secured in a stand.
- *No early removals are allowed.
- *Keep the area around booths neat and clean.
- *Clean the area in front of and around your booth daily.

Camping

*Camping on site, must be declared on the vendor form. Sites must be reserved and will get a permit after registering in office, before set-up.

Parking

- *Each rental vendor will receive 2 parking permits. Additional permits may be purchased at the fairground's office.
- *Parking is only in the vendor parking lot to the west of the building, not next to the building.
- *Keep your booth area and the area around your booth neat and clean.
- *Food vendors, please pick up food debris etc.
- *Plan for your employees to practice Safety measures while running your vendor booth.

Commercial Bldg

- *Vendors inside our commercial building may set up Tuesday,1pm-4pm (open 4p-9p) or set-up.
- OR 8:00 am 10:00 am on **Wednesday** morning,
- *Inside our commercial building vendors get a table and 2 chairs.
- *Extra tables and chairs are available for rental.
- *The commercial building is locked, and no entry is permitted except during display hours without permission from the office.

Other

- *Sauk County Fair will follow any government rules and recommendations.
- *Helium tanks, if used, must be secured in a stand.

The following terms are made a part of the Contract by and between Exhibitor and the Fair regarding the license granted to Exhibitor to use the Display Space. Limited License.

The Fair hereby grants Exhibitor a limited license to use the Display Space under the terms and conditions of this Contract. This Contract is not a lease and no leasehold or tenancy is created hereby.

Exhibitor shall not assign, sublicense or otherwise transfer this Contract or any rights to use or occupy the Display Space, or any other rights under this Contract, without the prior written consent of the Fair.

Subject to the foregoing, this Contract is binding upon all successors and assigns of Exhibitor.

Exhibitor may only use the Display Space to sell, display, promote or distribute Exhibitor's own goods, products, services and literature, and is expressly prohibited from selling, displaying, promoting or distributing the goods, products, services or literature of any other party without the prior written consent of the Fair.

Use Restrictions

Exhibitor agrees to use the Display Space and otherwise operate under this Agreement without infringing upon the rights of any other parties.

Exhibitor's exhibit must be staffed during all published exhibit hours.

Exhibitor agrees to abide by the terms, conditions and provisions of the Rules Herein.

Exhibitor agrees to leave the Fairgrounds and the Display Space covered by this Contract in the same condition as when Exhibitor took possession.

Aisles are to remain completely free of obstructions and shall not be put to commercial use in any way by Exhibitor.

All exhibits must be contained within the Display Space.

Exhibitor may not conduct activity of any kind that leads to congestion of aisle traffic or otherwise interferes with or disturbs neighboring exhibitors or other parties.

No loudspeaker, amplifier, radio, strobe lights, **shouting**, hollering or other undignified methods of attracting attention are permitted, except with prior written permission from the Fair.

Literature distribution, solicitations, surveys, presentations, parading or mascot use in any area of the Fairgrounds, other than your booth, by employees/volunteers, is strictly prohibited without prior written approval from the Fair.

No handing out, sharing, or otherwise distributing products or other items, or goods OTHER than from your designated vendor spot.

No industrial fans, misters, noisy pumps or other similar devices are allowed to operate in any indoor location without prior written permission from the Fair.

Live animals are not allowed in the Display Space, unless specifically listed on the contract. No activity shall be conducted outside of the Display Space.

The terms, conditions and provisions of the Display Rules are hereby incorporated into this Contract. Prior written permission is needed from the Fair for any deviation from the Display Rules or this Contract.

All questions, interpretations, and disputes regarding the Display Rules (and any other provisions of this Contract) shall be resolved and determined exclusively by the Fair in its sole, reasonable discretion.

Payment Terms:

Default. Exhibitor agrees to pay the Booth Fee in accordance with the payment provisions on the online form/Contract.

Any amounts not paid when due shall bear interest at the rate of 1.5% per month until paid.

Exhibitor shall be responsible for all costs of collection including attorney's fees. Failure to pay any portion of the Booth Fee when due shall constitute a default by Exhibitor under this Contract and, at the option of the Fair, may result in a forfeiture of Exhibitor's right to use the Display Space.

Following any payment default or other default by Exhibitor, the Fair shall, in addition to all other rights and remedies of the Fair, have the right to terminate this Contract with no further obligations to Exhibitor.

Any check returned for insufficient funds will cost the exhibitor \$35.00 fee and will be included in new payment in the form of a money order or cash payment.

Fees after insufficient funds from check will be at current rate based on date.

In addition, the Fair reserves the right to relocate, restrict, bar, terminate and/ or close, any activities, exhibits or Exhibitors which are deemed to be objectionable, disruptive or not in compliance with this Contract, as reasonably determined by the Fair in its sole discretion, and any such circumstances shall be deemed a default by Exhibitor hereunder.

Cancellation; Termination Fee. Exhibitor may cancel this Contract in writing at any time prior to May 30 ("Cancellation Deadline") and receive a full refund of the Booth Fees paid to date.

To receive a refund, such cancellation must be in writing and must be received by the Fair on or before the Cancellation Deadline.

For any cancellation after the Cancellation Deadline, or for any other cancellation or non-performance of this Contract by Exhibitor, Exhibitor agrees to pay a termination fee ("Termination Fee") equal to 100% of all payments and deposits previously paid by Exhibitor as of the date of cancellation or non-performance, which previous payments shall be retained by the Fair.

Further, if Exhibitor fails to occupy its assigned Display Space and complete the construction of its exhibit therein by 10:00 a.m. on the day the Fair opens, the Fair shall have the right to cancel this Contract and such cancellation shall also be subject to the Termination Fee.

The parties acknowledge and agree that any cancellation of this Contract after the Cancellation Deadline or due to the Exhibitor's failure to occupy the Display Space as contemplated herein, will result in substantial harm and hardship to the Fair that is difficult to ascertain at the time that the parties enter into this Contract. Therefore, the parties agree that any Termination Fee paid hereunder constitutes liquidated damages and not a penalty, and that such amount is a fair and reasonable measure of the Fair's damages in the event of a cancellation or nonperformance by Exhibitor regardless of whether the Display Space is ultimately re-licensed or used by another party.

Removal of Exhibit. No exhibit, or any part of any exhibit, may be dismantled, torn down or removed from the assigned Display Space or from the Fairgrounds until after 4:00 p.m. for indoor exhibitors and after 4 p.m. for outdoor exhibitors on Sunday unless otherwise directed by Fair staff in writing, or in the event of emergency.

Exhibitor shall fully vacate the Display Space and remove all Exhibitor property and materials by no later than Noon on Monday following the Fair.

The Exhibitor will remain responsible for all property left on or in the Display Space or the Fairgrounds, and will be held liable for any personal injury, property damage, fines and removal, storage and disposal costs caused by any such abandoned property.

Compliance with Laws. Exhibitor agrees to comply with all applicable federal, state and local laws, regulations, ordinances and safety codes regarding the use and activities conducted at the Fairgrounds and the Display Space, including the assembly of the exhibits therein.

With regard to any and all sales made by Exhibitor at the Display Space or the Fairgrounds, Exhibitor specifically agrees to comply with all applicable provisions of the Wisconsin Consumer Act, Chapter 423 of the Wisconsin Statutes, and all applicable notice requirements regarding a consumer's rights to cancel.

Sales/Handouts.

Prior written permission must be obtained to sell any item featuring the words "Sauk County Fair" or its logo or any service mark.

All food distributions or sales must be approved by the Fair and are subject to regulation by the Sauk County Health Department.

The sale or distribution of tobacco or intoxicating beverages is strictly prohibited.

No items may be sold by a competitive bid process (auction) without prior written consent from the Fair. **No potentially dangerous** or nuisance items may be handed out.

Relocation. The Fair reserves the right to relocate the Exhibitor's assigned Display Space at any time before or during the Fair by providing Exhibitor with a written notice of the intended relocation (the "Relocation Notice").

Such relocation shall become effective unless Exhibitor provides the Fair with a written objection (the "Objection Notice") within 24 hours after the Relocation Notice. Following an Objection Notice, the Fair shall then have the option of either leaving Exhibitor in its original location or terminating this Contract.

If the Fair elects to terminate the Contract under those circumstances, then Exhibitor shall vacate the Display Space as soon as possible, Exhibitor shall be entitled to a full refund of the Booth Fee payments made to date, and neither party shall have any other further rights or obligations hereunder.

Liability. The Exhibitor warrants that it has in effect and shall maintain for the period of the Contract and the Fair, for the mutual benefit of both parties, a policy of general public liability insurance against claims for personal injury or death or damage to property occurring upon, in or about the Display Space or the Fairgrounds, with a coverage limit of not less than \$1,000,000 per occurrence.

For acceptance as vendor, Exhibitor shall provide the Fair with a certificate of insurance evidencing such insurance coverage and showing the Fair as an additional insured.

All certificates of insurance shall include the name of the Exhibitor as it appears on this Contract.

Indemnification. Exhibitor shall indemnify and hold harmless and defend the Fair and its officers, directors, employees, agents, subcontractors, volunteers, subsidiaries, affiliates, assignees and successors (each, an "Indemnitee") from any and all losses, damages, claims, actions, judgments, expenses (including attorney's fees) and other liabilities arising from or related to (a) Exhibitor's activities conducted on or in the Display Space or the Fairgrounds relating to this Contract, (b) Exhibitor's use or occupancy of the Display Space or the Fairgrounds, including, without limitation, the construction, assembly, or maintenance of Exhibitor's exhibits therein, (c) the negligent or intentionally wrongful acts or omissions of Exhibitor or its employees, personnel, agents, subcontractors or representatives, (d) the materials, products or other items sold, distributed or otherwise made available by Exhibitor at or in the Display Space or the Fairgrounds, and (e) any default or breach of Exhibitor under this Contract. Notwithstanding the foregoing, Exhibitor shall not be required to indemnify an Indemnitee to the extent of a liability which is caused by the negligence or intentionally wrongful act or omission of such Indemnitee.

Disclaimer and Damage Provisions.

EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN. THE FAIR DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUPOSE, THE CONDITION, QUALITY OR CONFIGURATION OF THE DISPLAY SPACE. THE FAIRGROUNDS OR ANY GOODS OR SERVICES TO BE PROVIDED BY THE FAIR HEREUNDER. THE FAIR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY TO EXHIBITOR OR TO ANY PROPERTY OF EXHIBITOR DUE TO THEFT. VANDALISM, FIRE, WEATHER CONDITIONS, WATER DAMAGE, OR OTHER CAUSES. THE FAIR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE INCURRED BY EXHIBITOR, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE FAIR HAS BEEN ADVISED OF THE POSSIBLIITY OF SUCH DAMAGES, AND EXHIBITOR HEREBY WAIVES AND RELEASES THE FAIR FROM ANY SUCH DAMAGE CLAIMS. THE TOTAL LIABILITY OF THE FAIR FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT SHALL IN NO EVENT EXCEED THE ACTUAL AMOUNT OF BOOTH FEES PAID BY EXHIBITOR TO THE FAIR UNDER THIS CONTRACT.

Services/Fire.

Orders for electricity and water must be placed by Exhibitor with the Fair Office in contract.

Exhibitor shall inspect and monitor its Display Space and exhibits and otherwise exercise necessary due diligence to prevent fire, accidents or other damage.

Use of generators is prohibited in the Display Space or other exhibit areas.

Use of open flame is prohibited in all buildings and use of combustibles in display materials is prohibited.

Any indoor display vehicles must have battery disconnected and gas tank locked or taped shut.

Force Majeure. The Fair shall not be liable for failure to perform any or all obligations hereunder due to force majeure events beyond its reasonable control including, but not limited to, natural disasters, acts of war, threats or acts of terrorism, government actions, strikes, fire, unavailability of transportation, changes to the configuration or floor plan of the Fairgrounds, or the unavailability of the Fairgrounds or the Display Space.

The Fair shall not be liable for any claims for loss or damage by reason of failure to hold the Fair.

Miscellaneous. Written notices hereunder may be delivered by any of the following methods: email, fax, overnight delivery service, or personal delivery.

Exhibitor agrees that the Fair may amend or add additional rules and regulations regarding this Contract, provided that such amendments, rules or regulations shall not substantially diminish the rights of Exhibitor hereunder.

Updated February 2024