

WISCONSIN STATE FAIR PARK

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RULES AND REGULATIONS

SFP 1.01 STATEMENT OF POLICY AND PURPOSE

Wisconsin State Fair Park serves the citizens of Wisconsin by providing a permanent site for the annual State Fair and other programs of civic interest. Development of this unique Park is made possible through procedures enabling the Park to be financially self-supporting. Its contractual involvement with private enterprise is consistent with its legislative purpose.

Hundreds of thousands of citizens visit the Park during the State Fair each year to see exhibits of Wisconsin's abundant agricultural, industrial, and social achievements. During other periods of the year, sports attractions, and other exhibits are on display. The purpose of these rules is to give notice of the required standards of conduct that insure safety, well-being and enjoyment of all these persons using, and visiting the facilities of the State Fair Park.

SFP 1.02 SCOPE

These rules regulate conduct of visitors and exhibitors, vehicle and traffic matters, fire prevention regulations, advertising and admission.

SFP 1.03 DEFINITIONS

As used in these rules:

1. "Board" shall mean the Wisconsin State Fair Park Board.
2. "Chief of Police" shall mean the Wisconsin State Fair Park Police Chief of Police.
3. "Director" shall mean the Wisconsin State Fair Park Executive Director as appointed by the Board.
4. "Lessee" shall mean any person operating under a valid contract, or with the written permission of the Director.
5. "Motor Vehicle" shall mean any self-propelled power-driven vehicle including, but not limited to, automobile, motor trucks, motorcycles, motor bikes, tractors, buses, or other motorized machinery.
6. "Park" shall mean the Wisconsin State Fair Park.
7. "Person" shall mean any individual, organization, association, company, corporation, institute, branch of local, county, state or federal government.
8. "Police Department" shall mean the Wisconsin State Fair Park Police Department.
9. "Exhibitor & Vendor Services Director" shall mean the Wisconsin State Fair Park Exhibitor & Vendor Services Director.
10. "State Fair" shall mean that period of time during which the annual Wisconsin State Fair is held within the Park, to include the period seven days prior to the opening through three days after the closing of the annual Wisconsin State Fair.
11. "Building" shall mean any permanent structure, mobile enclosure, trailer, tent, or temporary structure.
12. "Premises" shall mean the area within the geographical limits of State Fair Park.

SFP 2.01 GENERAL REQUIREMENTS

(1) Disturbances

No person shall disturb the peace of the Park, block any thoroughfare from pedestrian, or vehicle traffic, or otherwise conduct themselves in an unlawful manner as defined by these rules.

(2) Intoxicating Liquor

No person shall enter or remain in the Park if such person is in the state of intoxication. For purposes of this rule, intoxication is defined as the state of being of a person who has consumed an alcoholic beverage, and who is unable to care for his own safety, or threatens the safety of others. All sales of intoxicating liquor are prohibited in the Park without the prior written approval of the Executive Director.

(3) Indecent or Lewd Conduct

No person shall commit an act against sexual morality in the Park. Such acts include, but are not limited to,

sexual activity or exposure of human genitals in any public place, the display of obscene or pornographic material, or the solicitation for purposes of prostitution.

(4) Pets Regulated

No person shall enter or remain in the Park with a dog, cat, or other pet unless under proper leash, caged, or carried by the possessor, or part of an approved exhibit display. Animals other than seeing-eye dogs shall not be permitted in any building, unless on display. All dog owners are required to supply an official rabies vaccination certificate showing the date of vaccination and serum used.

(5) Cruelty to Animals

No person shall beat, abuse, or injure any animal in the Park.

(6) Sales Permit Required

No person shall solicit orders for the delivery of foods, tobacco, soft drinks, and all other articles of merchandise to restaurants, refreshment stands, exhibits, or elsewhere within the Park without a written permit or contract from the Exhibitor & Vendor Services Director.

(7) Destruction or Defacing of Property; Signs

No person shall willfully mark, deface, disfigure, or injure any property of the Park, nor deface or remove any Park sign.

(8) Littering

No person shall throw, deposit, or dispose of any type of debris or waste material within the Park except in receptacles provided for that purpose, or in accordance with other provisions of these rules.

(9) Carrying of Beverage

Vendors shall not vend any liquid beverages in either glass or metal containers outside of the specific sales area of their designated concession space. Beverages in glass or metal containers must be transferred to an approved cup prior to being served to the consumer.

(10) Overnight Camping

No person shall camp outside in a tent or similar temporary shelter unless within a designated camping area, and upon payment of the designated fee.

(11) Loitering or Prowling

No person shall loiter or prowl in the Park. Violation of this rule is defined as presence in a place, at a time, or in a manner not usual for law abiding individuals under circumstances that warrant alarm for the safety of persons or property in the vicinity. Among the circumstances which may be considered in determining whether such alarm is warranted is the fact that the actor takes flight upon appearance of a police officer, refuses to identify himself, or manifestly endeavors to conceal himself or any object. Unless flight by the actor, or other circumstances makes it impractical, a police officer shall prior to any extended detainment afford the actor an opportunity to dispel any alarm which would otherwise be warranted, by requesting him to identify himself and explain his presence and conduct.

(12) Group Picnics - Non Fair

No group of twenty or more persons shall hold a picnic activity in the Park without obtaining a permit from the Park Business Office in advance of the day of the activity. The purpose of this rule is to reserve an area for such group activities, given the limited amount of space appropriate for these functions. Permits shall be issued on a first-serve, non-discriminatory, and uniform basis. The reserved area must be occupied no later than the time specified on the permit, and be vacated by the specified time; failure to appear and hold the area by at least one member of the group shall be cause to cancel the permit. Individuals of the group shall comply with all rules of the Park.

SFP 3.01 VEHICLE AND TRAFFIC REGULATIONS

(1) Motor Vehicle Code Application

All vehicles operated upon public roadways within the Park are subject to the Motor Vehicle Laws of the State of Wisconsin.

(2) General Vehicular Operation

(A) The speed limit on all roadways in the Park when no special hazard exists is 20 mph or less as posted.

(B) No person shall drive a vehicle in the Park at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing.

(C) No person shall operate a vehicle on a Park racetrack without proper authorization.

(3) Vehicular Traffic Restrictions

(A) No person shall operate within the Park, a non-licensed motor vehicle such as, but not limited to mini-bikes, go-karts, snowmobiles, and all-terrain vehicles, without written consent of the Director.

(B) No person shall operate any vehicle within a designated restricted area without a permit from the Chief of Police.

(C) No person shall park a vehicle on Park streets for more than 24 hours unless a permit has been issued by the Police Department; nor within a "No Parking Zone". Vehicles found in violation of parking rules may be towed away at the owner's expense.

(D) No person shall park a trailer, mobile home, or other vehicle used for sleeping in any area other than a designated trailer parking zone, and shall pay a designated overnight fee.

(4) Delivery by Vehicle

No deliveries by truck or other motorized vehicles shall occur during the 11 days of the Fair between the hours of 9:00 a.m. and 11:00 p.m., with the exception of ice deliveries, with the prearranged permission of the Exhibitor & Vendor Services Director.

SFP 4.01 DISTRIBUTION OF ADVERTISING MATTER

No concessionaire, exhibitor, or other person shall distribute commercial advertising material of any kind, including, but not limited to, flyers, handbills, cards, newspapers, buttons, hats, banners, ribbons, and other handouts unless such distribution shall be within the assigned space authorized by the Exhibitor & Vendor Services Director.

SFP 4.02 PROHIBITED MATTER

No person shall post or pass out any free advertising material having a gummed or adhesive backing such as labels, badges, car bumper or window stickers, whether such distribution shall be from a contract, exhibit, concession, or elsewhere. Persons distributing such materials in the Park and/or affixing same to Park property shall be financially responsible for damage to Park property.

SFP 4.03 SOUND TRUCK PROHIBITED

No person shall operate a vehicle equipped with a public address system in the Park without the permission of the Exhibitor & Vendor Services Director.

SFP. 4.04 DISTRIBUTION LIMITED

NON-COMMERCIAL HANDBILLS, PICKETING, AND DEMONSTRATIONS

- (1) The purpose of this rule is:
 - (A) To insure necessary order in the Park, preserve the flow of pedestrian and vehicle traffic, and protect the safety and well being of all Park visitors.
 - (B) To insure that the constitutional rights of individual visitors to the Park are preserved by reasonable, uniform, and non-discriminatory regulation given the limited facilities and periodic extreme congestion of the Park.

(2) No person(s) shall picket, or participate in a demonstration or protest gathering or march in the Park without prior notification of the Chief of Police. The Chief of Police shall inform the person(s) seeking to engage in the above activities of the authorized areas of the Park within which such activity may be conducted. The Chief of Police shall designate areas of the Park within which such activity can be conducted. The designation of such areas shall be consistent with the objectives expressed in SFP 4.04 (1) and shall afford the person(s) with reasonable public contact. The requesting person, hereinafter called 'applicant', shall register by name and provide identification. The Chief of Police shall allocate the predetermined authorized areas among the applicants for such use on a daily, first-come, first-serve, nondiscriminatory, and uniform basis. The applicant shall then be permitted to occupy the assigned area for the duration of that day.

(3) Applicant shall observe all rules of the Park, and shall be responsible for all litter generated that day within the assigned area; failure to remove litter or other material shall result in a five-day bar to further space request.

(4) The applicant shall not erect any structure, or place any item of furniture or other material on the assigned space other than signs. The use of bullhorns or public address systems is not permitted.

(5) Violation of any state law, or rule of the Park by the applicant or his agents shall be cause for the termination of the privilege to occupy that area, expulsion from the Park and / or civil forfeiture.

(6) A copy of this rule shall be provided to each applicant of space by the Chief of Police.

(7) This rule applies only to non-commercial activities. The Park makes available space for commercial endeavors on a cash / lease basis.

SFP 4.05 SOLICITING

All solicitations for either contributions or sales must be made from within the confines of a booth or display. The Park makes available space for such solicitation on a cash/lease basis.

SFP 5.01 ADMISSION REGULATIONS

No person, including officials of the Park, employees, exhibitors, performers, concessionaires, or visitors shall be admitted to the Park without payment of the established daily entrance fee during the period of the State Fair, or any other event for which a gate admission is charged. The Board retains the right to establish a readmission or pass system for persons entering and exiting the Park and a discount admissions system.

SFP 6.01 FIRE PREVENTION/AUTHORITY TO ENTER PREMISES

(1) The Chief of Police, fire inspectors, or police officers authorized in writing to act for the Chief of Police, may at any time enter any commercial building or premises, for the purpose of making an inspection.

(2) The owner, lessee, Director, or operator of any commercial building, or premises, shall allow any inspector to enter and inspect the premises.

(3) The Chief of Police, fire inspectors, or peace officers authorized in writing to act for the Chief of Police, may enter any dormitory, trailer, or other temporary living unit for fire inspection purposes if prior notice is given, and the purpose of the inspection is stipulated.

SFP 6.02 SPECIAL ORDERS

Whenever an authorized inspector shall find a dangerous or hazardous condition, the inspector shall order the removal of the dangerous or hazardous condition, or where circumstances warrant, advise the responsible person on the manner in which the dangerous condition can be neutralized.

SFP 6.03 PRECAUTIONS AGAINST FIRE

(1) No person shall burn or cause to be burned in the open air, or within any building, rubbish, garbage, or any combustible material without a permit from the Chief of Police except in waste burners constructed and operated in accordance with current acceptability standards.

(2) No persons shall smoke in any place where a "No Smoking" sign is posted. Smoking shall mean and include the carrying of a lighted pipe, cigarette, cigar, or tobacco in any form.

SFP 7.01 VIOLATION

A violation of the above rules is subject to forfeiture of up to \$200.00, expulsion from the Park or both.

COMMERCIAL EXHIBIT AND CONCESSION LEASES

SFP 8.01 LESSEE AGREES TO ABIDE BY RULES

(1) Lessee agrees to conduct himself in an orderly and lawful manner, and to abide by all statutes of the State of Wisconsin, federal laws and regulations, rules contained within the Wisconsin Administrative Code, the Uniform Consumer Protection rules of the State of Wisconsin, and all other rules and regulations prescribed by the Board.

(2) Lessees who operate up to Fair standards are allowed to renew their contracts on or before the ending of the Fair. Space not claimed by former occupants within the time specified is available for new applicants.

SFP 8.02 LESSEE NOT ENTITLED TO FREE ADMISSIONS

(1) Lessee shall not be entitled to any passes or free admissions.

SFP 8.03 ALCOHOL AND FERMENTED MALT BEVERAGE LICENSE

As authorized by the Wisconsin Statutes (sec) 66.054(8)(b), the Board will obtain an alcohol and fermented malt beverage license covering retail sales during the show by Lessees holding an Vendor Operating License for the sale of subject privilege. Lessee agrees that he will not sell or furnish fermented malt beverages to any person under the State of Wisconsin legal drinking age. Lessee also agrees to hire only employees over the age of 18 years in stands authorized to sell beer. Beverages sold during the Wisconsin State Fair may only be served in containers and sizes approved by the Wisconsin State Fair Food and Beverage Department.

SFP 8.04 ESSENCE OF THE CONTRACT

Time is the essence of the contract.

SFP 8.05 DAMAGES

It is understood the Lessee shall take good care of the premises, that no changes or alterations are to be made to the premises unless made with prior written approval of the Exhibitor & Vendor Services Director, and that at the conclusion of each show period Lessee shall deliver possessions of the premises to the Park, and the property and facilities so returned shall be restored to the same condition in which they were when Lessee's possession commenced, reasonable wear and tear excepted. In such connection, it is understood that Lessee shall not drive or permit to be driven nails, hooks, tacks, staples, or screws into walls, ceilings or doors. The Lessee shall not paint or spray the floors, walls, ceilings, or posts, or in any way alter the colors, lighting, heating, cooling, or electrical, water, gas, or any physical portion of the building or grounds, or to use masking tape or any other material which when removed may deface property without prior written approval from the Exhibitor & Vendor Services Director. Lessee shall pay to the Park on demand the cost of any repairs required to be made to the premises as a result of the use thereof by Lessee.

SFP 8.06 SUBSTITUTE LOCATIONS

Grounds or space alterations or other changes may make it necessary to eliminate certain previously available space from one year to the next. In such instances, the Exhibitor & Vendor Services Director reserves the right to offer substitute locations or discontinue participation entirely.

SFP 8.07 PERMANENT BUILDINGS

Permanent buildings may be built by individuals, corporations, organizations or associations. Those wishing to build must comply with published guidelines as approved by the Board.

SFP 8.08 MAINTENANCE OF PERMANENT BUILDINGS

(1) Any Lessee owning any building, or buildings, upon the grounds must properly maintain such building, or buildings, throughout the year, which shall include keeping the building secure when not in use, and must notify the Exhibitor & Vendor Services Department not later than December 31, whether it is their intention to occupy same during the next Fair. If so, they shall make proper arrangements for such occupancy. Failure to comply with the provisions of this section will cause forfeiture of the use of such building, or buildings, to the Fair management. Privately owned buildings and/or facilities in the Park may not be used for any public purpose during any period of the year without the written approval of the Executive Director.

(2) Permanent buildings not occupied by Lessee must either be removed from the premises and the ground restored to original state at Lessee's expense, or sold to an approved buyer no later than ninety (90) days prior to August 1, or the annual State Fair whichever comes first.

SFP 8.09 SPACE FORFEIT IF NOT OCCUPIED

Space assigned and not occupied by official opening of the Fair, as well as all fees previously paid, will be forfeited as liquidated damages; likewise, any space which is not open for business, or does not have an attendant at the space during the hours deemed necessary by the Exhibitor & Vendor Services Department, during the duration of the Fair, shall forfeit all rights to said space. Space rental contracts may not be cancelled without written notification, and said written notification must be in the hands of the Exhibitor & Vendor Services Department no later than 60 days prior to the opening of the Fair. Refunds on cancelled space contracts will not be made unless the above provisions are met. Any refund will be based on the date written request is received. A fee of 10% of the total contract price will be charged on cancellations.

SFP 8.10 CONSTRUCTION OF TEMPORARY STANDS

The construction of each temporary stand shall in all respects be subject to the control and direction of the Exhibitor & Vendor Services Department, so as to insure conformity in design and appearance.

SFP 8.11 PAYMENT FOR SPACE

Lessee further agrees that until the rental of the above space has been paid in full, he shall not commence operation of the exhibit, and that the Board may retain all income and equipment of exhibitor as security for the non-payment of any part of the rent. If default shall be made in any of the covenants and agreements on the part of the Lessee, or his subcontractors or agents, the Board may at its option, serve written notice upon said Lessee, or his agent, of its intention to terminate this agreement. In the event of such termination, all monies heretofore paid by the Lessee to the Board as rent, shall be retained by the Board as liquidated damages for the breach of this agreement by the Lessee. The Lessee hereby stipulates that he recognizes the Board as a landlord. The Lessee hereby grants unto the Board a primary lien on all his goods, assets, and equipment of any nature whatsoever brought in, or onto the company's premises for all unpaid charges, assessments, consignment purchases, or unpaid claims of any nature whatsoever, and shall be entitled to retain and sell the same.

SFP 8.12 LESSEES TO REMAIN UNTIL CLOSE OF FAIR

The Lessee agrees not to dismantle his booth, deplete his exhibit in any way, or do any packing before the announced closing hour of the last scheduled day of the event. Any merchandise or materials left at the termination of the Fair in the concession location is as the Lessee's own risk. Building superintendents, gatekeepers and police officers are instructed to prevent any attempt to dismantle, or remove exhibits before the hour of release without a written order from the Exhibitor & Vendor Services Director. Violators forfeit their privilege to renew their contracts as specified in SFP 8.01 (2).

SFP 8.13 EXPIRATION OF CONTRACT

All space contracts, unless otherwise specified, will expire with the close of the Fair each year, and all temporary buildings, frames, booths, etc. must be removed within two days following; otherwise, they may become the property of the Park.

SFP 8.14 APPEARANCE AND INSPECTION

(1) All dining halls, lunch booths, refreshment pavilions, or other stands must be substantial in structure and neat in appearance. They must be supplied with and sell only good, wholesome food, and pure, honest goods at reasonable prices. We suggest that all articles of food and drink be kept under glass, or screen, before time of service. The premises shall be at all times open to any official or inspector designated by the Exhibitor & Vendor Services Director.

(2) Authorized representatives of the Board showing proper credentials shall have access to any leased premises at any time.

SFP 8.15 MEASUREMENT OF LEASED SPACE

(1) Outside space will be measured from tie-in to tie-in, overhang to overhang, or trailer hitch to bumper. New permanent stands will be measured from lot line to lot line. Storage or service areas occupied by the Lessee on either side of the main structure will be considered as part of the main structure in determining rental charge. Undue noise made in the operation of concession, or noisy or unseemly methods employed in sales or demonstration activities will not be tolerated. Every Lessee must have an equal opportunity to conduct his own business without interference from his neighbor. The decision which constitutes undue noise or an unseemly method shall rest with the Exhibitor & Vendor Services Director, or their agent, whose decision shall be final.

(2) Booths consist of an 8' high cloth backdrop and 3' high cloth side panels. In the back 3' depth of the booth, exhibits may extend as tall as 8'. The remaining 7' of depth in the booth may not be higher than 3' without permission from the Exhibitor & Vendor Services Director. Center locations and special cases must have the approval of the Exhibitor & Vendor Services Director. Display materials must be flame retardant.

SFP 8.16 CANCELLATION OF CONTRACT BY BOARD

The Board reserves the right to cancel the contract upon violation by the Lessee of any provision of this contract, or other laws or rules applicable to the Lessee.

SFP 8.17 LESSEE RESTRICTED TO BUSINESS SPECIFIED

This contract covers only the specific business mentioned herein, and such business must be confined to the space hereby leased. The space leased under this contract cannot be sublet. The contract cannot be assigned to other parties without written consent of the Exhibitor & Vendor Services Director. The Lessee will not sell, offer for sale or dispose of any article or articles other than those listed on his contract. He will not make or allow to be made any representations in regard to the articles sold or canvassed any articles outside of the space allotted to him. He will not otherwise conduct in the same space any business or operation other than as described in the contract.

SFP 8.18 METHOD OF PAYMENT

Personal and company checks will be accepted in payment of Lessee's privileges up to 30 days before the Fair, after which time payments on contracts must be made in cash, money order, certified or cashier's check.

SFP 8.19 COURTESY CARDS

"Courtesy Cards" or notices of materials on loan must not be displayed in any Commercial Space unless the donor is also a Lessee.

SFP 8.20 PRIZE DRAWING OR CONTEST

(1) Exhibitors wishing to hold a contest and award a prize must request permission from the Exhibitor & Vendor Services Director. If approved, Lessee will determine the prize winner and inform the Exhibitor & Vendor Services Director in writing of the name, address and phone number of the person or persons who have won the prize by 6:00 p.m. on the last day of the Fair. Prize contest forms are available from the Exhibitor & Vendor Services Department.

(2) No roving concessions or exhibits, gambling, games of chance or raffles, selling tickets or taking donations will be permitted. No shows or exhibitions having lewd, immoral, or questionable features will be permitted. All games will be in accordance with the laws of the State of Wisconsin.

SFP 8.21 UNLAWFUL CONDUCT TERMINATES CONTRACT

Lessee's possession or sale of any intoxicating liquors, illegally possessed controlled substances, possession or sale of obscene materials, engaging in lewd or obscene conduct, possession of gambling materials and equipment or engaging in gambling or any other unlawful activity within the Park will automatically terminate this contract and all monies paid will be forfeited to the Board.

Any Lessee distributing, either personally or by agent, advertising matter which may be considered objectionable shall, after he has been notified by the Exhibitor & Vendor Services Director to discontinue such practice, forfeit his space and all privileges if he does not so comply.

SFP 8.22 CANCELLATION OF STATE FAIR

The Board reserves the absolute right to postpone or to cancel the dates of the State Fair for any reason whatsoever, whenever such cancellation or postponement shall be necessary for the general good of all concerned. The Lessee covenants and agrees that in the event of such cancellation or postponement, the Board shall not be liable for any damages, and the Lessee shall have no recourse whatsoever against the Board.

SFP 8.23 PRICES TO BE POSTED

(1) The price charged for articles sold under the contract must be prominently displayed, or the contract will be revoked. Lessee agrees to abide by the Uniform Consumer Protection rules of the State of Wisconsin. (Copies are available.)

(2) On the opening day of the Fair, each Lessee shall cause to be posted in a conspicuous manner at the front, or entrance, to his place of business a neatly printed, or painted sign, showing price (as approved by Wisconsin State Fair Park management) of meals, lunches, and all articles of food and drink to be sold and services performed under the contract. The size of sign or bill of fare, and place of posting is to be approved by the Exhibitor & Vendor Services Department. Prices of meals must plainly state whether or not drinks and desserts are included. Lessee may not increase or reduce the established and posted price of any item of merchandise, or meals, sold under this contract without the consent of the Exhibitor & Vendor Services Department. Lessee shall also keep displayed in a conspicuous manner; in plain view of the public his Exhibitor Number. The number will be furnished by the Exhibitor & Vendor Services Department upon arrival. The Exhibitor & Vendor Services Department, reserves the right to specify the location on which the number shall be posted.

SFP 8.24 RECEIPT OF SHIPMENTS

All property shall be shipped in the name of the Lessee, addressed to the approved provider listed on the Exhibitor & Vendor Services Info sheet supplied in your contract packet, also give the name of the building and space number. Shipments scheduled to arrive before the opening of the event should be consigned to some storage and transfer and/or transfer agency.

SFP 8.25 EXHIBITS/CONCESSIONS TO BE ATTENDED

Lessee agrees and shall be required to keep his concession / exhibit open and attended every day of the State Fair during all hours set forth by the Fair. The hours for each year are specifically stated in the Exhibitors and Concessionaires Service Manual and in the Basic Information Sheet. Non-adherence to Fair hours is grounds for dismissal and contract cancellation.

SFP 8.26 LUNCH STAND SIGNS REGULATED

Soft drink distributors, breweries, bakeries, meat dealers, dairies, and all other suppliers may furnish suitable signs for the **inside** of stands if requested by Lessee, but such signs will be prohibited on the **outside** of any stand or building. No "A" boards, or free standing boards will be permitted in front of rental space.

SFP 8.27 MUSIC, AMPLIFIERS AND BROADCASTING REGULATED

No loudspeaker, amplifier, electrical set-up, radio, or other broadcasting device is permitted in the Park unless written permission is first obtained from the Exhibitor & Vendor Services Director. Approved loudspeakers must be kept at a reasonable volume, so as not to disturb normal business transactions in adjoining exhibits nor the general public. The Exhibitor & Vendor Services Director reserves the right to revoke permission if the provisions of this rule are not observed. Non-amplified live music, dancing, and like are subject to the same provisions.

SFP 8.28 CLEAN AND SANITARY CONDITIONS

Lessee must keep space and / or booth, plus the area immediately surrounding this space or booth, in a clean and sanitary condition at all times by removing there from any trash and refuse, and placing same in centralized barrels inside and specified containers outside. Lessee must not throw any refuse, or empty any contaminated water or other fluids on the ground or in the streets or storm drains. The booth or stand and area are to be completely cleaned upon closing each night, not in the morning. **Violation of this stipulation will cause place of business to be closed with the forfeiture of all fees paid.**

SFP 8.29 SALE OF CAPITAL STOCK PROHIBITED

No Lessee or any other person shall sell, or dispose of capital stock in any corporation, concern, or organization of any name or character within the Park.

SFP 8.30 FRAUD OR MISREPRESENTATION

Each Lessee is expected to deal honestly and fairly with the public and any attempted fraud or misrepresentation will be considered sufficient cause for revoking the contract.

SFP 8.31 SALE OF KNIVES OR WEAPONS PROHIBITED

The display, sale, or distribution of knives, and/or weapons of any type, shall be prohibited upon the Fairgrounds unless such display, sale, or distribution is specifically authorized by the Police Department under the terms of any contract executed by the Board. The Board through it's duly appointed agents, or representatives, reserves the right to determine what item does, or does not, constitute a knife or weapon. Failure to comply with this regulation shall be cause for the immediate termination of their contract, and removal from the Park or such other sanction as shall be deemed appropriate.

SFP 8.32 REMOVAL OF OBJECTIONABLE EXHIBITS

The Board reserves the right to deny acceptance of, or remove from the Park any exhibit, animal, concession, or show that may be falsely entered or represented. It reserves the right to deny acceptance of, or remove from the Park any exhibit, animal, concession or show, or to remove any sign, banner, display material, advertising or other objectionable or offensive material if such exhibit/display is contrary to the law, or violates the State Fair's valid interest in providing for the health, safety and protection of the Fair-going public. Further, the Board reserves the right to cancel any contract upon receipt of notice from any Fair holding membership in the International Association of Fairs and Expositions, that the Lessee has been suspended, expelled from or otherwise penalized for violation of a contract, terms or rules of said member.

SFP 8.33 FORUM FOR EXCHANGE OF IDEAS

The Board recognizes that the State Fair is a proper forum for the free exchange of ideas necessary to be a free society, yet reserves the right to regulate and license all concession and exhibition in the Park with regard to time, manner and place in pursuance of its valid interest in maintaining peace and order, and in the protection of the general public.

SFP 8.34 WORKMAN'S COMPENSATION INSURANCE

The Lessee shall carry adequate Workman's Compensation Insurance in accordance with the State of Wisconsin Workman's Compensation Act as an employer spelled out in section 102.4 (Definition of Employer) of the Act. A copy of said Workman's Compensation coverage to be filed with the Exhibitor & Vendor Services Department by July 1, in the year Lessee is to exhibit at the Park.

SFP 8.35 BOARD NOT LIABLE FOR LESSEE'S EXPENSES

The Lessee undertakes and agrees that the Board shall not be held liable for any salaries of any employees of the Lessee, nor for any expenses incurred by the Lessee, nor for any debt contracted by the Lessee, or as constituting the Lessee an agent of the Board, or as to give the Lessee authority to bind the Board in any manner. The contract is not to be construed as a partnership, but only as a lease and a privilege concession to be paid for on a rental basis.

SFP 8.36 LESSEES WILL COMPLY WITH DISCRIMINATION LAWS

The Lessee agrees to comply with Wisconsin Statutes, "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause." (WI. Stats. Sec. 16.765 (2) The Equal Opportunities Division of the Industrial Commission may receive complaints of alleged discrimination and such complaints shall be processed (WI. Stats. Sec.16.765 (6)).

SFP 8.37 CHILD LABOR LAWS

No minor under 18 years of age may be employed or permitted to work in gainful employment unless the employer has on file a child labor permit authorizing the employment. PENALTIES-MINORS: Any employer who employs any minor in violation of the permitted hours of labor as specified in Sec. Ind. 70.05 (2), notwithstanding other statutory penalties, *shall be required to pay each minor, **in addition to the wages paid, double the regular rate of pay for all hours worked in violation per day or per week, whichever is greater.** (Sec. 103.8 (1) (b) *The Wisconsin Statutes provide for penalties upon conviction of \$10 to \$100 for each offense. Each day and each instance of violation shall constitute a separate and distinct offense.)

SFP 8.38 INSPECTION BY FOOD INSPECTORS

Cooperation with authorized state food inspectors is expected of all food and drink purveyors, as well as attendance by the Lessee, and all employees at any sanctioned food handling school held in conjunction with the State Fair.

SFP 8.39 NON-PERFORMANCE

It is understood and agreed between the parties hereto that neither party shall be liable for non-performance of this agreement caused by strikes, lock-outs, flood, pestilence, acts of the elements, or any act or acts beyond their control. In the event of war, insurrection, civil commotion, disaster, epidemic, fire, strike, act of god, or any other occurrence or event beyond the control of the Board arising or occurring before or during the State Fair period shall render necessary a cancellation of such State Fair in whole or in part, then in such event, the contract will stand cancelled, and as far as practicable, but without imposing any liability on it in that respect the Board will refund to the exhibitor any rentals, deposits, charges or payments, which the Lessee shall have paid and which shall not have been earned under the terms of the contract, but it is distinctly understood and agreed that the Board shall in no such event be liable to the Lessee for any damage or loss of expense incurred by reason of cancellation.

SFP 8.40 HOLD-HARMLESS

The Lessee hereby undertakes, and agrees to hold harmless the State of Wisconsin, Wisconsin State Fair Park Board, and its employees from any and all costs, expenses, damages, attorney fees, and any and all

claims, demands, or liability by, or to the public, employees of the Lessee, invitees and frequenters, or others on account of, or occasioned by, negligence of Lessee, the Board, their agents or employees or otherwise, in the installation, construction, repair, alteration, maintenance, operations, vending or display hereunder of any structure, device, apparatus, game, enclosure, amusement, entertainment, commodity, stand, or by any activity pertinent to this grant, or by act of commission or omission, neglect or otherwise of the Lessee, the Board, his or its agents or employees, or of any patrons of the Lessee, when on or about the leased premises

SFP 8.41 LESSEE'S EMPLOYEES DRESS

Lessees and their help must be neat and tidy in their dress. Persons found working, not complying with this section may be ordered from the Park.

SFP 8.42 SUPPLY OR OFFICE TRAILERS

Trailers used for storage of supplies or offices, with a direct relationship to a specific exhibit, or concession, will be allowed to park at the rear of said exhibit, or concession only when:

- (1) It is out of public view.
- (2) It is located within the limits of leased space, as provided for in the contract.
- (3) It does not infringe upon parking or access areas.

In no case may such facilities be used for cooking, or sleeping, unless a permit is issued pursuant to SFP 2.01 (10).

SFP 8.43 DISCRIMINATION

Lessee agrees that it does not and will not advocate the superiority or dominance of persons of any race, religion, color, national origin or sex, or any combination thereof, over persons of any other race, religion, color, national origin or sex, or combination thereof, nor does it advocate the overthrow of the government of the United States, or of the State of Wisconsin by violent or unlawful means.

Anyone found by the Exhibitor & Vendor Services Director to be in violation of this rule shall forfeit its space and privileges and vacate its space immediately.

UTILITIES

SFP 9.01 ELECTRICAL SERVICE REQUEST

If electrical connections and current are desired, Lessee must return the Electrical Service Request Form with the contract to the Exhibitor & Vendor Services Department. All utility charges shall be the responsibility of and paid by the Lessee.

SFP 9.02 FAIR IS NOT RESPONSIBLE FOR FAILURE

The Fair is not responsible, or liable, for failure of gas and/or electrical service.

SFP 9.03 ALTERATION NOT PERMITTED

Positively no one shall tamper with, or change, any of the general illumination in any of the Fair buildings, or suspend from any piping or conduit, any signs, banners, etc., and no electric, or gas connection shall be made, or pipe installed by any person not in the direct employ, or under the supervision of the Fair Management.

SFP 9.04 CHARGE FOR SPECIAL SERVICES

Prices herein quoted contemplate the ordinary job of connecting lights and appliances. Special wiring, setting motors, special gas line, etc. will be charged for on a time and material basis.

SFP 9.05 EQUIPMENT REQUIREMENTS

(1) Any structure, trailer, or exhibit must be properly grounded with ground rod attached with bolt, or clamp, to frame vehicle. The Fair electrician will determine if the exhibit, concession, etc. is to be grounded, and a ground rod will be provided and installed. Only approved Fair electricians will be authorized to sink and connect the rod. Trucks will be required to have a nameplate with voltage, phase, and cycle on it along with the motor rotation arrow C.C.W. or C.W.

(2) Current can be furnished at 120 / 208 volts single phase, 60 cycles, A.C. and 120 / 208 volts, 3-phase, 60 cycles, A.C. at all of the secondary load centers and most of the building.

SFP 9.06 RATES MUST BE CHECKED BEFORE FAIR

You must check with the Exhibitor & Vendor Services Department, or official Fair electrician, two weeks prior to connection for rates and installation charges for all loads over 20 amperes, 3-phase hookups, and any other special electrical requirements.

SFP 9.07 PRIOR INSPECTION

Before connections are made to the state power source, all permanent and temporary wiring shall be inspected and approved by, and be under the jurisdiction of, the supervising electrician. All electrical work shall be performed by a licensed electrical contractor.

SFP 9.08 INSTALLATION REQUIREMENTS

(1) All temporary wiring must be installed as follows: Externally operable fusible safety type switches, or circuit breakers of correct capacity, must be used for mains; where fuses are used, fusetrons are recommended. Ground rods shall be driven at each service, and connected to switch box for safety; also, all appliances or equipment must be grounded in an approved manner. A polarized system is mandatory, and over current protection must be used in the ungrounded conductors.

(2) To provide the space agreed to above, and to furnish electric service to fuse box, concessionaires must provide 100 feet for outside and 50 feet for inside exhibits of three or four wire cable (for single or 3-phase requirements) for connection to existing outlets. Cable to be of sufficient capacity for concessionaires use, and must be for outdoor use subject to pedestrian traffic, approved by current national electrical code, and current state electrical regulations. Connector plugs and approved cables, if necessary, will be available at the electrical office.

SFP 9.09 PERMANENT STRUCTURES

Permanent structures are required to connect to existing approved State Fair utility service. Prior approval must be obtained in writing from the Director.

SFP 9.10 WATER AND SEWAGE CONNECTIONS

The State Fair has water service and stop valves on all water lines at most of the permanent building locations for use by concessionaires and exhibitors. Lessees have the responsibility of extending the service to their equipment which includes turning on water, or draining water before and after the Fair. Lessees with sewerage service shall be responsible for stoppage within their sewer system.