



2023 Vendor Manual

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Information provided is accurate at the time of publication and subject to change without notice.



Dear Harvest Fair Vendor,

Welcome to the 30th annual Harvest Fair! We hope that you enjoy bringing in the fall season with our Fairgoers and getting to be part of one of our most anticipated events.

This Vendor Manual, as cited in your Vendor License Agreement, serves to inform you of policies, procedures and guidelines for successful and compliant operation at Harvest Fair. It is important that you read this manual in its entirety and use the information provided for setup and operations of your location(s).

Please let us know if we can be of any help prior to your arrival or over the course of your time here at the 2023 Harvest Fair. Our office is staffed year-round, full-time, Monday through Friday from 9:00am to 4:30pm, and we can be reached at VendorServices@WiStateFair.com or 414-266-7040.

We wish you the best as you prepare for our event and look forward to a great Harvest Fair!

Thank You,

Wisconsin State Fair Park
Vendor Services Department

Introduction

Vendor Services Department

Director of Vendor Services: Lisa Immel, Lisa.Immel@WiStateFair.com, cell 414-391-6033

Vendor Services Account Manager: Beth Pomije, Beth.Pomije@WiStateFair.com, cell 414-391-6188

Vendor Services Manager: Carrie Obradovich, Carrie.Obradovich@WiStateFair.com, cell 414-303-2125

Vendor Services Coordinator: Bryce Kiefer, Bryce.Kiefer@WiStateFair.com, cell 414-303-4683

The Vendor Services Department is located in the Vendor Services Trailer (7838 W. Greenfield Ave.) during the hours of 9:00am – 4:30pm. You can reach the Vendor Services Department by calling 414-266-7040.

General Harvest Fair Information

Event Entrances

Admission is free to all attendees. Parking is accessible through the following gates. See parking section of manual for complete details.

- **Gate 1** – public and **infield** Vendor permit access for Harvest Fair
- **Gate 5** – World Beef Expo, Vendor Band, and Harvest Fair **interior** Vendor permit access
- **Gate 6** – Cream Puff Drive-Thru Access
- **Gates 4, 6, 7, 8** – public access for all events

Bag Search Policy

All patrons or Vendors entering the event may be subject to a bag search at the discretion of the WSFP Public Safety Department.

When transporting currency into the Fair Park, please place all currency in a separate bag within your bag. Public Safety personnel have been alerted not to search the separate internal bag or to draw attention to the presence of currency. Vendors are not exempt from bag searches.

Harvest Fair Dates & Hours of Operation

Friday, September 29

Event Hours: 5:00pm – 11:00pm

Central Marketplace: option to close at 10:00pm, hard close at 11:00pm

Farmers Market: option to close at dusk (around 7:30pm), hard close at 11:00pm

Original Cream Puff Pavilion Vendors: 5:00pm – 9:00pm

Outside Vendors: option to close at 10:00pm, hard close at 11:00pm

Alcohol Sales: “Last Call” at 10:30pm, sales cease at 10:45pm, hard close at 11:00pm

Entertainment: finished by 11:00pm

Saturday, September 30

Event Hours: 10:00am – 11:00pm

Central Marketplace: option to close at 10:00pm, hard close at 11:00pm

Farmers Market: option to close at dusk (around 7:30pm), hard close at 11:00pm

Original Cream Puff Pavilion Vendors: 10:00am – 9:00pm

Outside Vendors: option to close at 10:00pm, hard close at 11:00pm

Alcohol Sales: “Last Call” at 10:30pm, sales cease at 10:45pm, hard close at 11:00pm

Entertainment: finished by 11:00pm

Sunday, October 1

Event Hours: 10:00am – 6:00pm

Central Marketplace: hard close 6:00pm

Farmers Market: hard close 6:00pm

Original Cream Puff Pavilion Vendors: 10:00am – 6:00pm

Outside Vendors: hard close 6:00pm

Alcohol Sales: “Last Call” at 5:30pm, sales cease at 5:45pm, hard close at 6:00pm

Entertainment: finished by 6:00pm

*****World Beef Expo Vendors:** Please see dates and times listed in your Vendor License Agreement for required operating hours. You are welcome to extend these hours to match Harvest Fair operating hours if you so choose.

Hotel/Motel Listing

A listing of hotel and motel accommodations in the Milwaukee area is available at: www.visitmilwaukee.org, by calling 414-273-3950 or by visiting our website at <http://www.wistatefair.com>.

Setup & Teardown**Check-In Procedures**

All Vendors (Central Marketplace, Farmer’s Market, and Outside): All Vendors must check-in with the Vendor Services Department prior to setting up. The Vendor Services Trailer is located at 7838 W. Greenfield Ave. It is important that all Vendors check-in to receive your check-in packet, confirm that all paperwork has been received, and to direct you to your location. All Vendors must check-in by 3:00pm on Friday, September 29.

Setup Dates & Times

All Vendors (Central Marketplace, Farmer’s Market, and Outside): Setup begins at 8:00am on Wednesday, September 27, until the start of the event. To arrange for setup prior to September 27, please contact the Vendor Services Department. All Vendors must check-in prior to setting up (see above). Vendors may **not** conduct business before 5:00pm on opening day of Harvest Fair without written approval of the Director of Vendor Services.

Teardown

All Vendors (Central Marketplace, Farmer’s Market, and Outside): On the last day of Harvest Fair, Sunday, October 1, all Vendors will close at 6:00pm. Dismantling and stock removal cannot begin before 9:00pm. Vehicle access will not be allowed until the “all clear” has been given once Fairgoers have left the premises.

Public Safety will be on-site through Monday morning, but any booth or stand left overnight will be at the Vendor’s own risk. All equipment, temporary stands, structures, supplies, etc., **MUST** be removed by **5:00pm on Monday, October 2**, or they become the property of WSFP.

Space & Display Information**Booth/Stand Information**

Vendors are highly encouraged to decorate their space with fall-themed décor.

Central Marketplace: Fairgoers enjoy an open-air environment as they visit a variety of booths. Vendor booths resemble garages with full side and back walls, covered roof and concrete floors. Each booth has a garage door

with hasps to allow Vendors to bring their own lock to secure their space. Interior walls can be covered or draped at Vendor's expense.

Farmers Market: Featuring local produce, consumables, and hand-crafted goods, the Farmers Market is sectioned off in 10ft. increments. You must provide your own tent or stand. Both tents and Fairgoer walkways are open-air. See page 11 regarding tenting requirements.

Outdoor Booths/Stands: You must provide your own tent or stand. Electrical hookup service is available for all locations, rates vary. Temporary structures must meet current building, electrical, fire safety, sanitation and health codes. Certain specifications must be met when building a structure. See page 11 regarding tenting requirements.

Disturbing the Ground & Excavation Notification

The Vendor is responsible for any and all damages, changes or alterations within the footprint of their Vendor License Agreement. As stated within the Vendor License Agreement, the "Board" shall not be responsible for any costs as a result of damages to services, utilities, structures, and property caused by the Vendor or the Vendor's employees, private contractors, or any other entity representing the "Vendor". The Vendor shall be responsible for the total cost of the repair.

In accordance with Wisconsin state statute 182.0175, the **Vendor** or contracted third party that disturbs the ground by means of excavating, trenching, digging, grading, drilling, pounding stakes or posts, etc. shall take all measures necessary to become acquainted with the locations of underground service, utilities, and structures. Advance notice must be executed not less than three full working days (not including Saturday, Sundays or legal holidays) before disturbing the ground. Contact the state's one-call system:

Diggers Hotline, toll free 811 or 800-242-8511
Milwaukee Area 414-259-1181
TDD 800-0542-2289

Utility owners will respond to the notice within five working days by marking underground services with paint, flags, or other physical means using the following color codes: Red: Electric, Yellow: Gas, Orange: Communications, Blue: Water, Green: Sewer. In most cases the markings will be painted dashed lines indicating the approximate centerline of the underground service and its direction. Although the markings are broken dashed lines, the service is a continuous pipe or cable. Larger pipes or multiple ducts may be indicated with a single dashed line and a dimension (i.e. 20" TEL indicating a 20" wide telephone duct) or by parallel dashed lines the width of the pipe or duct. Depth of service is not indicated and must not be assumed. Maintain a minimum clearance of 18 inches between an underground service and the cutting edge or point of any power-operated earth moving equipment or drilling or pounding of stakes or posts. A repeat notice to the one-call system is required if marks are destroyed or covered, if the work does not start within ten days of the scheduled start date, or if work is interrupted for more than ten days. Immediately notify the utility owner if a service has been struck, damaged, dislocated or disrupted. Any questions regarding location of underground utilities within WSFP can be addressed to the Facility Engineer at 414-266-7080.

Inventory & Back Stock

Product inventory and back stock should be stored neatly and out of view of Fairgoers during all hours of operation. Restocking of products should be done before hours and after the nightly all clear has been given, vehicles and handcarts must be kept out of high traffic areas at all times.

Signage

Business Name Signage

All booths/stands must be properly "signed" and identify the business name to Fairgoers. The business name signs must be at least 4" high by 22" wide and read identical to the name listed as the DBA on the Vendor License Agreement. The business name sign must be prominently displayed, professionally done and may not exceed the booth's height limitation. No handwritten business signs are allowed.

Pricing & Product Signage

Pricing signs and product description signs must be printed (computer generated or pricing gun generated) and displayed for all items. No handwritten signs are allowed (except in the Farmers Market). Product and menu pricing may not change after the Fair has started.

Return & Exchange Policy Signage

As a Vendor at Harvest Fair, it is your independent business decision on how you choose to handle returns or exchanges with Fairgoers. WSFP expects these situations be handled in a professional manner. If your business does not accept returns or exchanges, you are required to locate a professionally generated sign that is at least 8in. x 10in. with the "NO RETURNS or EXCHANGES" policy message at the point of transaction. Additionally, this policy should be verbally communicated to the Fairgoer prior to the purchase (see page 12 under Consumer Protection Act).

Menu Signage

In addition to the policies mentioned above, the following paragraph refers to the limits of alcohol content on menu boards. If static messaging is used, any and all alcohol logos, images or brand specific text is limited to not more than 15% aggregate of the total dimension of the screen. If the screen rotates or changes, the 15% aggregate applies to each individual screen (*external boards only).

*External boards refer to any message or menu board locations on the outside or perimeter of a building, tent, trailer or any other space that is clearly visible or intended to be seen without entrance into the space or area. The External Board policy as it refers to alcohol logos, images or text does not apply to alcohol manufacturer owned locations.

Alcohol Signage & Merchandising Policies

All signage and streetscape must be professionally produced and serve as an enhancement to the Vendor operation as well as WSFP. In no way should signage or streetscape be excessive or compromise public safety.

Brewery, Distillery or Manufacturer Owned Pavilions: State Fair Park recognizes that the signage necessary for properly branding brewery or distillery owned buildings would most likely exceed the normal signage standards for exterior signage location(s) set for privately owned stands or buildings. All permanent signage and on-site advertising must be submitted to the WSFP Vendor Services Department for approval prior to installation. All temporary signage must follow the rules listed below as they apply to each item except for the above mentioned location exceptions.

The following guidelines apply to all permanent buildings (owned or leased), trailers, tents (owned or rented), interior space or concession stands, or any other type of structures where alcoholic beverages are sold:

Outdoor Permanent Signs/Business Name Signs: All permanent business name signage on outer perimeter of Vendor's footprint or building, (limit one business name sign with logos for fermented malt beverages, wine or distilled spirits per exposed side of building) must be informational in nature and promote the business. Advertising logos for fermented malt beverages, wine or distilled spirits can be included but cannot exceed 10% of total sign surface. Supporting copy or imagery for fermented malt beverages, wine or distilled spirits can be included but cannot exceed an additional 10% of total sign surface. Design and dimensions of permanent signage must be submitted to the Vendor Services Department for approval prior to installation.

Flags: All flags must be professionally produced cloth, vinyl or metal material not to exceed 4ft. wide by 10ft. in height, professionally mounted on a pole not to exceed 16ft. in height. Poles are limited to one pole per 15ft. in building/tent widths. Flags displayed outside of a building or stand cannot include logos of any fermented malt beverages, wine or distilled spirit products. Flags with fermented malt beverage, wine or distilled spirit logos are allowed to be displayed inside a building, tent, trailer or structure. Feather Flags are permitted but cannot exceed 16ft. in height. Outside flags may not extend beyond your contracted footprint.

Pennant Stringers: All pennant stringers with fermented malt beverage, wine or distilled spirit logos or imagery are limited to inside the Vendor's buildings, tents, trailers or structures.

A-Frame Signs: All A-frame signs must be approved in writing by WSFP and are subject to outdoor signage policies. A-frame signs, if approved, cannot be located outside the contracted footprint. The purpose of the A-frame signs is intended to promote the business and menu. A maximum of 10% of the total area of each side of the A-frame sign may contain logos and imagery of fermented malt beverages, wine or distilled spirits.

Awnings: Awnings with logos are considered perimeter signage, stand logo(s), business name or imagery can be printed on the awning. A maximum of 10% of the total area of the awning may contain logos and imagery of fermented malt beverages, wine or distilled spirits.

Inflatable Advertising: Inflatable signage of any type with logos of fermented malt beverage, wine or distilled spirit is limited to the interior of a building, tent or trailer.

Plastic or Paper Banners: Plastic or paper banners that promote the business or menu can be placed on the exterior of the building. Excessive use of these types of signs is not permitted. A maximum of 10% of the total area of the banner may contain logos and imagery of fermented malt beverages, wine or distilled spirits.

Neon or Illuminated Signs: Neon or illuminated fermented malt beverage, wine or distilled spirit signs may be placed in window openings but are limited to one sign per 10ft. of window width. Neon or lighted signs may be placed under a tent facing outside but are limited to no more than 1 neon or lighted sign every 10ft. of frontage. Neon or illuminated signs can be placed on free standing kiosks but are limited to one sign per 10ft. of frontage. Please see page 30, the Electric paragraph under the Utilities section for information on electrical requirements.

Temporary Menu or Pricing Signs: Temporary menu boards/pricing signs can be placed on the perimeter of a building, tent or kiosk for informational purposes only. A maximum of 10% of the total area of the board/sign surface may contain logos and imagery of fermented malt beverages, wine or distilled spirits.

Metal Logo Tackers/Signs or Cardboard Logos: Metal or temporary cardboard/paper signs with logos of a fermented malt beverage, wine or distilled spirit are limited to the interior of a building, trailer, tent or structure.

Plastic or Paper Logo Wrap: Plastic or paper logo advertising wrap can be used inside any tent, building or trailer. Plastic or paper logo advertising wrap used to cover any type of bar sections on the perimeter of the building, trailer or tent is limited to one width and height of the wrap.

Responsible Drinking Signage: Responsible drinking signage should be displayed and contain a reasonably sized fermented malt beverage, wine or distilled spirit logo.

Kiosks: Professionally produced kiosks (roto cast style) are limited to the logos and signage of fermented malt beverage, wine or distilled spirit that were originally produced for that specific product. Additional fermented malt beverage, wine or distilled spirit signage with brand logos other than pricing, responsible drinking messages, or illuminated signs (see neon rules) are prohibited.

Park Perimeter: Fermented malt beverage, wine or distilled spirit logos or signage may not be placed or attached to WSFP owned fencing, walls, poles, bleachers, barricades, or structures without written approval from WSFP.

Other: Other types of signs not specifically mentioned above must be approved in writing prior to installation by the Vendor Services Department. Signage that refers to alcoholic beverages as "Cheap" or "Cheapest" are not permitted.

Electronic Message Board and Menu Policy

Any permanent or temporary Vendors, regardless of their location, intending to use or permanently install electronic message and/or menu boards during any and all events held at WSFP must first gain approval from the Vendor Services Department prior to the use or installation. A formal request form is available upon request.

As part of this process, Vendors must review the Electronic Message Board and Menu Policy and sign off that they have read, understand and agree to abide by the policies that are currently in place.

Electronic Message Board Policy: Electronic message boards can only be used to promote the activities of the particular event that the Vendor is contracted and open for. Use of the boards or menus to reference any off-site events or activities is prohibited. Subleasing, rental, trade or any other type of written or unwritten agreement for the use or inclusion by a third party on the message boards or menus are prohibited.

Information programmed on electronic message boards containing an alcohol message is limited to a maximum of 30 seconds per minute. Alcoholic logos, images or brand specific text can only be present for 15 of the 30 seconds (*external boards only).

Use of information generated or provided by WSFP and its logos or images can be used only with prior written permission by the Chief Marketing Officer. This includes but is not limited to concert/stage information, gate promotions, day sponsors, special promotions, activities, etc. Operation of electronic message boards or menus is limited to when the Vendor is contracted to be open for business.

Tenting

Vendors may supply their own tent, but they must be of a high quality and not a standard retail grade pop-up tent. If supplying your own tent, it must have either a label affixed to it indicating the tent material is flame-resistant or paperwork indicating material has been treated with a flame-retardant.

Prior to the opening of Harvest Fair, the West Allis Fire Department will send a Fire Safety Inspector to the Fair Park to inspect all of the electrical equipment, all electrical connections and all tents used at Harvest Fair.

The fire code reads as follows:

11.11.2 Flame Propagation Performance.

11.11.2.1 All tent fabric shall meet the flame propagation performance criteria contained in NFPA 701.

Standard methods of Fire Tests for Flame Propagation of Textiles and Films.

11.11.2.2 One of the following shall serve as evidence that the tent fabric materials have the required flame propagation performance:

- (1) The authority having jurisdiction shall require a certificate or other evidence of acceptance by an organization acceptable to the authority having jurisdiction.
- (2) The authority having jurisdiction shall require a report of tests made by other inspection authorities or organizations acceptable to the authority having jurisdiction.

All tents at Harvest Fair will be required to meet the minimum standards for being flame retardant or flame resistant. All paperwork must be on site with the tents so that when the electrical inspections occur, all paperwork will be accessible to the inspector.

It will be noted in your Vendor License Agreement if the area in which your tent is located is approved for staking. You are required to contact Diggers Hotline before your arrival to mark the ground for utilities before you stake (see information on disturbing the ground on page 8). All stake holes must be filled with cold patch following the event. If your tent is located in an area which cannot be staked, tents must be secured with the proper weight:

10'x10' Tent: At least 40 lbs. per tent leg
Over 10'x10' Tent: At least 80 lbs. per tent leg
Umbrellas: At least 50 lbs.

Preferred Tent Rental Vendors

JK Rentals:

John Goeman, 800-558-3687, info@jkrentals.com, www.jkrentals.com

Brookfield Party Rentals:

Harry Boebel, 262-347-3675, brookparty@madfoxparty.com, www.madfoxparty.reachlocal.net

Lighting:

Please see page 23, the Electric paragraph under the Utilities section.

Fair Policies

Amplifiers, Recordings & Live Entertainment

No loudspeaker, amplifier, microphone, electrical setup, radio, live entertainment, or other broadcasting device is permitted in the Park unless written permission is first obtained from the Director of Vendor Services. Approved loudspeakers must be kept at or below a maximum volume of 85dBA, as read by the slow response on a sound level meter so as not to disturb normal business transactions in adjoining booths/stands or Fairgoers. All participants that provide live or recorded musical entertainment must provide their own decibel meter at their sound position. In the event of an issue regarding sound levels, we will refer to the Entertainment Department representative's decibel meter for the correct reading and adjust accordingly. If the participant does not provide their own decibel meter, the WSFP staff will adjust the sound levels with their own decibel meter or professional opinion. Non-amplified live music is subject to the same provisions (please see page 23 under Live Entertainment). Subsequent warnings may lead to a revocation of entertainment privileges.

Consumer Protection Act

A provision of the Wisconsin Consumer Act grants Wisconsin consumers the right to cancel, certain consumer transactions within three business days. In these transactions merchants are required to provide the consumer with a notice that informs the consumer that the consumer has a right to cancel. In order to cancel consumers must mail their cancellation request within three business days of receiving the cancellation notice from the seller. The three day right to cancel applies to transactions initiated through face-to-face contact away from the seller's regular place of business. It also applies to mail or telephone solicitations directed to a particular Fairgoer. This, of course, applies to eligible sales at fairs, festivals, trades shows and similar public events.

The three day right to cancel applies to transactions that meet all the following conditions:

1. The transaction applies to certain cash or credit transactions that exceed \$25.
2. The transaction was entered into away from the seller's normal place of business (such as Harvest Fair); and
3. The transaction was initiated by face-to-face solicitation away from the seller's regular place of business, or where the transaction is directed to a particular Fairgoer via mail or telephone solicitation.

More information on the Consumer Protection Act can be found in Chapter 423 of Wisconsin state statutes through the following link: <http://docs.legis.wisconsin.gov/statutes/statutes/423.pdf>

Return & Exchange Policy:

Please see page 9, the Return & Exchange Policy Signage paragraph under the Signage section.

Donations

Solicitation of donations for any cause must be approved by the Vendor Services Department and be included on your Vendor License Agreement. Donations generated through the use of contests or promotions must follow the criteria outlined on page 18 under Contest and Promotion Guidelines.

Vendor Conduct and Professional Appearance

Wisconsin State Fair Park actively promotes an environment that is free of harassment, and Vendors must comply with the Wisconsin State Fair Park's Harassment Policy (see Appendix B). This is a requirement that all Vendors must comply with as a condition of doing business with Wisconsin State Fair Park.

Vendors are responsible for refraining from and discouraging any conduct that is derogatory, demeaning, or creates a hostile environment. Vendor staff must not harass, intimidate, or speak offensively to Fairgoers, Fair Park staff, employees, or any other persons at Wisconsin State Fair Park. In addition, Fairgoers may not be touched, grabbed or pulled into booths or locations. Vendors who apply product to skin or provide services that require physical touch must practice proper discretion. No products may be applied to skin without permission of the consumer.

Vendors and their employees must be appropriately dressed, and their personal appearance must be clean and neat. Shirts and shoes must be worn at all times.

Vendor Number Cards

All Vendors are required to have their Vendor Number Card prominently displayed in their booth/stand. Proper placement of a Vendor Number Card is in the upper right hand corner when facing your booth/stand. Any Vendor not displaying this number is in violation of their Vendor License Agreement. Your Vendor Number Card is included in your Check-In Packet (see page 7 under Check-In Procedures).

Vendor numbers are used to identify you as a licensed Vendor at the event. These cards are also checked and stamped in the event of an electrical inspection (see page 23 for full details on electrical inspections).

Indoor Smoking Ban

In accordance with the indoor smoking ban in Wisconsin as defined in 2009 Wisconsin Act 12, Section 101.123, Wisconsin statutes, WSFP prohibits smoking in enclosed public places, places of employment or any other places "No Smoking" signs are posted. WSFP reserves the right to identify all "No Smoking" and allowable smoking areas within the confines of the Park. Outdoor smoking areas may be designated that are a reasonable distance from facility entrances so that Fairgoers, employees and others associated with businesses may smoke.

"Smoking" means the burning or holding, or inhaling or exhaling smoke from a lighted cigarette, cigar, pipe, *vaping device** or any other smoking equipment.

"Enclosed" means any permanent or temporary structure that has a roof and at least *one substantial wall**. A substantial wall is a wall with an opening that may be used to allow air flow in from the outside that is less than 25% of the wall's surface.

"Public Place" is defined as a place that is open to the public, regardless of whether a fee is charged, or a place to which the public has lawful access or may be invited.

"Place of Employment" is any indoor place that employees normally frequent during the course of employment, including any office or work area, an employee lounge, a restroom, a conference or meeting room, a classroom or a hallway.

The person in charge of a facility is responsible for making reasonable efforts to prohibit persons from illegally smoking. For example, a bartender in a "No Smoking" area may not provide matches, ashtrays, or other smoking related equipment, and must take all of the following steps:

- Post warning signs or provide other appropriate notification;
- Refuse to serve a person who is smoking in a "No Smoking" area;
- Ask a person who is smoking to refrain from doing so;
- Ask a person to leave if he or she refuses to stop smoking; and
- Immediately notify a WSFP police officer if a smoker refuses to leave after being asked to do so.

Penalties

Any person who smokes where it is prohibited is subject to a forfeiture of not less than \$100 and no more than \$250 for each violation. If the person in charge of a facility fails to take any required action to stop illegal smoking, they are subject to a forfeiture of \$100 for each violation, but no more than one penalty per day. *Continued violations by the person in charge will be construed as non-compliance with the Indoor Smoking Ban and the Vendor License Agreement and will result in a review of our business relationship.

* Denotes where WSFP Policy exceeds Clean Air Act regulations.

Insurance

All Vendors are required to have insurance in order to operate at Harvest Fair. Vendors must arrange for the necessary policies at their expense and have the certificate of insurance sent to the Vendor Services Department by their insurance agent. Certificates of insurance will not be considered valid unless they are received directly from the insurance agent or company via email or mail accompanied by the company's identifiers. All insurance is required to be on file with the Vendor Services Department no later than Friday, September 22, 2023. **Vendors will not be allowed to set up without proper proof of insurance!**

General Liability Insurance: All Vendors must obtain and provide a certificate of general liability insurance for \$1,000,000. The name of the company insured must match the name of the company on your Vendor License Agreement. All dates must be effective a minimum of September 24 – October 4, 2023, and the description of operations must note "the State of Wisconsin, Wisconsin State Fair Park Board, its officers, its agents and employees are listed as additionally insured". Please your Vendor Portals for general liability requirements. You may purchase general liability insurance through a group plan offered by Haas & Wilkerson; please see the Vendor Portal for details.

Worker's Compensation Insurance: All Vendors with paid employees (including family members) must obtain and provide a certificate of worker's compensation insurance. The name of the company insured must match the name of the company on your Vendor License Agreement, and all dates must be effective a minimum of September 24 – October 4, 2023. Insurance must be in accordance with the State of Wisconsin Worker's Compensation Act - Section 102.4 (definition of employer) of the Act. If you do not have any employees, or operate solely with volunteers, you must complete the Workers Compensation task in the Vendor Portal. Haas & Wilkerson does not provide worker's compensation coverage.

Liquor Liability Insurance: Vendors who have been authorized to sell alcoholic beverages, including, but not limited to, beer, wine, malt beverages, spirits, and ready to drink cocktails, must obtain and provide a certificate of liquor liability insurance for \$1,000,000. The name of the company insured must match the name of the company on your Vendor License Agreement, and the policy dates must be effective a minimum of September 24 – October 4, 2023. You may purchase liquor liability insurance through a group plan offered by Haas & Wilkerson; please see your Vendor Portal for details.

Property Insurance: Vendors who own and operate a permanent building at WSFP must obtain and provide a certificate of property insurance for the replacement value of the building. The certificate of insurance must show year-round coverage for both property and general liability insurance. The building must be called out as a separate line item of coverage siting the address of WSFP, as well as building address of the property.

Reporting Procedures

Reporting Sales

Vendors that are required to pay a percentage of their sales to the Fair Park will receive reporting information in the weeks prior to Harvest Fair via email or with their Check-In Packet that will be distributed upon your arrival for the event. Included in the information will be all reporting guidelines and procedures along with the necessary reporting forms. Direct any questions to the Vendor Services Department.

Wisconsin Department of Revenue/Sales Tax

All Vendors must have a Wisconsin Seller's Permit and be in good standing with the Department of Revenue before being allowed to set-up or operate at Harvest Fair. All sales of tangible goods in the State of Wisconsin are subject to a 5.5% sales tax or 6.0% food and expo tax pursuant to Chapter 77.52 of the Wisconsin statutes unless specifically exempted. Note: some services are also subject to tax. Seller's Permits may be obtained by applying online or mailing an Application for Business Tax Registration available at www.revenue.wi.gov. Information regarding sales tax for temporary events is available at <http://www.revenue.wi.gov/html/temevent.html>. The sales tax must be paid by the end of the month following the event unless otherwise directed by the Department of Revenue. For further information, please contact the Wisconsin Department of Revenue at 608-266-2776 or by email at DORBusinessTax@revenue.wi.gov.

Licensed Space – Booths/Stand

Vendors must confine all business activities to the limits of the space allotted to them in their Vendor License Agreement. Sales staff and demonstrators are prohibited from operating outside of their footprint. Hawking is strictly prohibited.

Sampling

Vendors are permitted to distribute food or beverage samples of approved menu items (included on Vendor License Agreement) within their licensed footprint or assigned area. Individual samples cannot exceed 2 ounces. The sampling of alcoholic beverages is prohibited. Product sampling will only be approved if appropriate food handling procedures are adhered to (see page 22 under Department of Health Services and the Department of Agriculture, Trade & Consumer Protection).

Subletting

Subletting is defined as: "The holder of a Harvest Fair Vendor License Agreement allowing another company or business to occupy their location and conduct business in that location without WSFP approval." Subletting of space is strictly forbidden. Anyone found to be subletting space shall have all Vendor License Agreements canceled.

Tip Jars

Vendors are permitted to have tip jars provided they are in an unassuming location. Signage on the tip jars must be professionally generated (not handwritten) and family friendly.

Vendor License Agreement

All Vendor License Agreements are issued on an event-by-event basis and expire with the conclusion of the event. A Vendor License Agreement does not guarantee participation in future events.

Commercial Vendors: All items offered, sold, or distributed **MUST** be approved by the Vendor Services Department prior to the preparation of a Vendor License Agreement. Sale or distribution of items not listed on your Vendor License Agreement is prohibited and may result in immediate dismissal or refusal for entry into future Fairs.

Food & Beverage Vendors: All items offered and sold **MUST** be approved by the Vendor Service Department prior to the preparation of a Vendor License Agreement. All menus must be submitted by the established due date selected by the Vendor Services Department.

Weapons Possession and/or Sale Strictly Prohibited: Per [SFP Administrative Code 2.14](#) no person may carry, possess or use any dangerous weapon, except with the written approval of the chief of police or their designee or for law enforcement purposes. Dangerous weapons not approved by the chief of police may be confiscated by a police officer. [2.14 (9)]. During Harvest Fair the carrying of concealed firearms is prohibited as defined in Wis. Stat. [943.13\(1m\)\(c\)3](#).

Additionally, per [SFP Administrative Code 2.14](#), the sale, display, or distribution of knives, dangerous weapons or look-alike firearms is prohibited at WSFP, unless such display, sale, or distribution is specifically authorized by the chief of police or their designee under the terms of any contract executed by the board. The board through its duly appointed agents, or representatives, reserves the right to determine what item does, or does not, constitute a knife or dangerous weapon under this subsection [2.14 (8)].

A “dangerous weapon” means any device designed as a weapon and capable of producing death or great bodily harm, any electric weapon (tasers, stun guns, etc.) as defined in [Wis.Stat. 941.295 \(1c\)](#), or any other device or instrumentality which, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm. Dangerous weapons include, but are not limited to: blackjack, billy, standclub, sandbag, bludgeon, nunchaku sticks, throwing stars, sling shot, any instrument which impels a missile by compressed air, spring, or blank cartridges, crossknuckles, knuckles of any metal, barbed or blade type arrowhead, bowie knife, dirk knife, dirk, dagger, switch blade that may be drawn without the necessity of contact with the blade itself or is automatically opened by pressure on the handle or some other part of the knife and is commonly known as a switch blade knife, straight-edge razor or any other knife having a blade three inches or longer.

A “look-alike firearm” means any imitation of any original firearm that was manufactured, designed and produced after December 31, 1897, including and limited to toy guns, water guns, replica nonguns, and air-soft guns firing nonmetallic projectiles.

Additional Prohibited Items: The sale, display, possession or distribution of the following items are also prohibited at WSFP without prior authorization from State Fair Park Administration: spears, hand grenades, swords, bludgeoning tools or instruments, box cutters or razor blades, explosives, ammunition (loose or packaged), black powder, fireworks, sparklers, drones, multi-tools, blow/dart guns, airsoft weapons, BB guns, pellet guns, slingshots, pea shooters, high-pressure water guns, rubber band guns or any other device designed to launch or propel any type of projectile, 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, drug paraphernalia, counterfeit merchandise, laser pointers, fire starters, handcuffs, balloons, stickers, puff or e-cigarettes, spray paint, stink bombs, fart spray, bull whips, snaps, pops, silly string, pornographic materials, confederate memorabilia, or any other items that are deemed potentially insensitive or harmful to the safe operation of WSFP or the public in attendance.

Vendors with authorization to display, possess or utilize items listed above will have approval stated on their Vendor License Agreement with specific safety requirements in place

Cancellation of Vendor License Agreement

Space contracted and assigned, but not properly set up and ready for business by 5:00pm of the first day of the event, may be canceled with fees previously paid for space forfeited. Contracted space which is not open for business or not manned during the official hours each of the three days of Harvest Fair shall forfeit all rights to said space. Vendor License Agreements may not be canceled by the Vendor without written notification and said notice must be received by the Vendor Services Department no later than **September 15, 2023**. Please return all copies of the Vendor License Agreement for our records with a letter stating that you are canceling. Full refunds on a canceled Vendor License Agreement will be made only if the above provisions are met.

Payment of Vendor License Agreement

Vendor License Agreement payments can be made with cash, credit card, ACH, cashier's check, or money order. Credit card payments will be charged an additional 2% service fee. ACH payments made through the Vendor Portal will not incur a fee. No Vendor will be allowed to set up unless the space to be occupied has been paid for in full.

Renewal of Vendor License Agreement

Vendor Renewal Applications for the 2023 Harvest Fair will be emailed to each Vendor. It is your responsibility to return your Vendor Renewal Application by the due date. Completion of a Vendor Renewal Application does not guarantee participation in future Harvest Fairs.

Attraction & Ride Safety

Vendors are required to comply with the State of Wisconsin's ride safety registration and inspection. WSFP must be provided with copies of any inspection reports, correction orders, affidavits, insurance records, etc. required or generated thereby relative to Vendor's operation at WSFP within 24 hours of their receipt.

Vendors are required to have in their possession manuals provided by the manufacturer that detail operating, maintenance, and inspection procedures for their attraction(s) and make them available for reference and review by WSFP inspectors and/or safety, inspection, and loss control personnel. Manuals must be printed in the English language, or must have been translated into English at the Vendor's expense.

Prior to the opening of Harvest Fair; each day during Harvest Fair before opening and operation; and subsequent to any repair or maintenance shut-down before commencing ride or show operation; Vendors shall conduct an inspection of and submit to WSFP a properly completed manufacturer's Vendor/inspector manual safety checklist for each ride and/or show they are Licensed to present. If no such checklist is available, WSFP may substitute its own inspection form for submission by the Vendor. Copies of said completed and authorized checklists must be provided to WSFP within one hour after their completion.

Vendors shall provide WSFP with notice of any prior accidents or significant incidents involving their attraction(s) during the twelve month period preceding the Fair. If others may have owned or operated the attractions(s) during this period, details of such circumstances must be provided. Upon request, Vendors shall also provide WSFP with copies of any and all attraction inspection and/or insurance loss reports relative to any attraction(s) that are licensed to present at WSFP. Vendors must also provide WSFP with duplicate copies of all insurance company and/or underwriter inspection reports relative to their operations at WSFP. These reports must be provided within 24 hours of their receipt.

Parking & Storage

Parking

Vehicle Parking Passes

Each Vendor participating in the Harvest Fair Event will receive two (2) complimentary, 3-day parking passes. For example, if a business has two separate locations in Harvest Fair, then that business will be issued four (4) passes. Parking passes will be scanned by Interstate Parking in order to bring your vehicle on to the grounds. VENDOR vehicle passes identify your vehicle to parking staff and event officials as cleared for deliveries during non-operational hours and parking in the designated Vendor parking lots.

If you would like to purchase additional parking passes, please contact the Vendor Services Department.

All Vendors must display the VENDOR parking pass on their front dash for identification to parking staff and event officials. Permanent Stand Vendors may also use their Non-Fair Parking credentials in addition to the two (2) parking passes provided per location. Additional VENDOR parking passes to go with your Non-Fair Parking credentials will be provided in your check-in packets.

Vendor Parking Location

Vendors will park in a designated area as stated on their VENDOR parking pass.

Storage

Storage Areas for Vendors

Only storage vehicles authorized by the Director of Vendor Services will be permitted to remain within WSFP. Travel trailers, motor homes or automobiles may not be designated as storage facilities and will not be approved for usage. Storage trailers and trucks used for storage must have a direct relationship to a specific Vendor. Storage vehicles

may not be used for cooking or sleeping. Motor homes, RVs, truck campers, trailers, etc. may not be parked on the streets or any other area of the Fair Park other than designated camping areas. WSFP does not have storage units available for rent.

Any Vendors and/or employees housed overnight, within designated camping areas during the Fair, must be in the RV Park – please call 414-266-7035 for reservation information.

Dead/Live Storage Parking

Dead/live storage parking spaces are available for large vehicle parking, office space and/or refrigerated truck parking. There is an additional charge for electrical hookup and usage. Apply for reserved dead/live storage parking by contacting the Vendor Services Department prior to Harvest Fair. These areas are for contracted Vendors only. Unauthorized vehicles parked in these areas will be towed at the owner's expense.

Deliveries, Restocking & Park Access

Deliveries/Shipments prior to Harvest Fair

If you have merchandise shipped to the WSFP prior to the start of Harvest Fair, you must have someone here to receive the shipment. WSFP will not sign for or accept deliveries. If it is not possible for you or a representative to be here, then you must have a cartage company hold the shipment for you until you are available to accept delivery. Building storage is not available during or prior to Harvest Fair.

Deliveries/Shipments during Harvest Fair

Deliveries/Restocking

All vehicles must complete their deliveries and be off the streets and out of the restricted areas of the Fair Park by 4:30pm on Friday and 9:30am on Saturday & Sunday of Harvest Fair. Deliveries can only be made after Harvest Fair closes at 11:00pm and all clear is given on Friday and Saturday and before opening the next day by 9:30am.

Park Access

All transportation vehicles/devices operated within WSFP must have proper permits and be operated by a driver with a valid driver's license, in a safe and courteous manner at all times. Vehicles/devices must be operated in accordance with all State and local ordinances, WSFP rules & regulations, and observe posted or safe speed limits, approved travel routes, instructional signage and yield to pedestrian traffic. Anyone operating a vehicle/device otherwise will receive a warning or citation. Additional violations will result in the revocation of the permit.

Motorized Personal Transportation Devices

Motorized personal transportation devices for individuals who are mobility challenged may be used throughout the Fair Park without a permit, valid driver's license or escort. Motorcycles, mopeds, scooters, minibikes, go-carts, ATVs, bicycles, skateboards, rollerblades, hover boards, or other recreational devices may not be used in the Fair Park during operating hours.

Auxiliary Vehicles (Golf Carts)

Auxiliary Vehicles are defined as non-registered/non-licensed four-wheel motorized vehicles such as golf carts or gators. All Auxiliary Vehicles are required to have an Auxiliary Vehicle Permit (AVP). AVPs are available for purchase at the Vendor Services Trailer prior to the start of Harvest Fair. In the interest of public safety, NO Auxiliary Vehicles are permitted in the Fair Park during operating hours unless operated by necessary WSFP staff.

Auxiliary Vehicles are not to be used for personal transportation during Fair operating hours. Failure to comply with AVP Rules & Regulations will result in the issuance of a WSFP Police Department citation and may result in revocation of the AVP permit by WSFP Police.

Promotions

Advertising

Name brand advertising is strictly prohibited on the outside of any building or booth structure. Refer to WSFP Rules and Regulations 4.01 and 4.02. Specific regulations pertain to the distribution of literature. Giveaways of gummed or adhesive-backed labels, stickers, etc. of any kind are not allowed on the Fair Park and balloons are not permitted unless pre-approved. If you fail to comply with this rule you may lose your booth/space and be billed for any damages to the Fair Park that they incur for removal of such material from Fair property. Giveaways of promotional items must have prior written approval by the Vendor Services Department. We suggest that you check with the Vendor Services Department on any item you may consider as a giveaway.

Fair Bucks

WSFP issues Food and Beverage vouchers known as “Fair Bucks” to employees and select corporate partners in \$5 increments. Fair Bucks are to be treated as cash at any Food & Beverage location throughout the Fair. Change should be given if the purchase price is less than the voucher’s value. More than one voucher can be redeemed at a single purchase as long as the change due back is less than the value of one voucher. Vouchers should not be accepted for a “cash only redemption”. Fair Bucks will be turned in with reporting and credited toward commissions due. Please note: these are dated with Wisconsin State Fair dates, however, remain valid for Harvest Fair.



Contest and Promotion Guidelines

To hold a contest or promotion, you must first meet the criteria for a legal promotion within the State of Wisconsin. Please refer to chapter 945 and section 100.171 of the Wisconsin State Statutes for more information. You can also contact the Wisconsin Department of Agriculture, Trade and Consumer Protection by phone at 800-422-7128, email at DATCPHotline@Wisconsin.gov. Their consumer facts handout: <http://datcp.wi.gov/uploads/Consumer/pdf/ContestsAndPromotions119.pdf> can answer any additional questions you might have.

If your contest or promotion meets the criteria set forth by the State of Wisconsin, you must then obtain permission from the Vendor Services Department. You must complete and submit the Prize & Contest task in the Vendor Portal. You will receive confirmation from the Vendor Services Department if your contest or promotion has been approved.

To assure that all prize drawings or contests are in the best interests of our Fairgoers, WSFP requests contests must be limited to the time frame of Harvest Fair and the prize drawings to be held are for the sole benefit of and at no cost to our Fairgoers. All prize drawings, forms and stubs must state the name of the company holding the drawing (name which appears on the Vendor License Agreement). Winners' names must be announced and posted by 6:00pm on the last day of the event. All persons or companies which conduct prize drawings must submit to the Vendor Services Department a written statement listing the name, address and prize delivered to each winner (by 5:00pm on October 6, 2023) by submitting the Prize Confirmation Form that is emailed upon contest approval.

Publicity

The WSFP PR & Communications Department is always seeking new and interesting Vendors or items of interest that can be submitted to television, radio and newspaper personnel. Please contact the PR & Communications Department prior to or during Harvest Fair by calling 414-266-7060.

Social Media Promotion Guidelines for Vendors

Social media is any online platform used to communicate with an audience and includes Facebook, Twitter/X, YouTube, Pinterest, Instagram, TikTok, Tumblr and Foursquare, among others. Social media promotions are discounts or offers given to consumers who are active with a company's social media.

If you are currently active on social media or would like to increase your social media presence leading up to and during the 2023 Harvest Fair, we encourage you to think strategically about social media promotions to drive traffic to your location at the event.

To run a social media promotion during Harvest Fair, please contact Tess Kerksen, Director of Public Relations, for a **Request Form** (tess.kerksen@wistatefair.com or 414-266-7060). Your promotion must adhere to the guidelines listed below.

- No FREE giveaways allowed. Maximum discount of 50%.
- For BOGOs or buy-gets, offer the same product or a product of equal or lesser value.
- ALL promotions should have a specific date and time period. (For example, please do not submit something like: "If you follow us on TikTok, you can stop by any time during the event and get half off cheese curds.")
- NO ALCOHOL can be included in ANY type of promotion.
- Keep track of redemption. We will email you after the event for a brief recap of the promotion and its effectiveness.
- If you are considering doing any social "Deal of the Day" type promotions (i.e. Groupon, Living Social, etc.) please submit these as well.
- **All promotions must be submitted by Monday, September 18, 2023.**

NOTE: It is your responsibility to make sure you are following the rules and guidelines of the social media outlet you are using to run your promotion.

Food & Beverage Operations

Alcohol Service

Mission Statement: To actively promote the responsible sale, service and consumption of alcoholic beverages at WSFP while maintaining a safe and friendly family atmosphere at the Park.

The WSFP Board holds the alcohol and fermented malt beverage license for all Vendors operating at WSFP. Through this license, the WSFP grants alcohol service privileges to select Vendors operating during the Fair. Vendors must purchase all alcoholic beverages for consumption at the Fair Park from approved distributors, and follow pricing guidelines set forth by WSFP. The public is not permitted to carry in alcoholic beverages during the Fair and WSFP reserves the right to inspect all carry-in packages.

Alcohol Service Policies

In an effort to keep consistent with our mission statement, WSFP has adopted a set of Alcohol Service Policies all Vendors are required to follow in addition to Wisconsin state statutes. Vendors must be knowledgeable of, and in compliance with these policies at all times. A Vendor's failure to comply with WSFP Alcohol Service Policies is considered non-compliant with the annual Vendor License Agreement, and it will result in a review of our business partnership and could result in the loss of alcohol service privilege.

1. No one under the age of 21 will be served alcoholic beverages.
2. Any person that appears to be under 35 will be asked to produce identification.
 - a. Acceptable forms of identification are valid state issued driver's licenses, state issued photo ID's, passports or military ID's.
 - b. Servers will carefully check the ID to determine its authenticity.
 - c. In the absence of valid and authentic identification, or in case of doubt, the employee will refuse service of alcoholic beverages to the Fairgoer.
3. Servers will deny alcohol service to anyone that appears to be already intoxicated or impaired.
4. Servers will not serve alcoholic beverages to anyone to the point of intoxication.
5. Vendors and their servers should make a reasonable effort to report impaired persons, fake ID's, underage persons consuming alcohol or person's illegally providing alcohol to underage persons to WSFP Police. A Vendor or server may retain an ID under question while attempting to notify WSFP Police. All abandoned ID's must be turned into WSFP Police.
6. A limit of 2 alcoholic beverages may be purchased for each person of legal drinking age. No more than 2 alcoholic beverages can be in the possession of any one person of legal drinking age, at any time. Example: If an individual has an open unfinished alcoholic beverage at the time of purchase, only 1 alcoholic beverage can be served to that individual.
7. Last call for sales of alcohol must be announced no later than 10:30pm Friday & Saturday and 4:30pm on Sunday. No alcohol will be served after 10:45pm Friday & Saturday and 4:45pm on Sunday.
8. "We ID" signage must be visibly posted at each point of purchase (available from distributors upon request).
9. Vendors must sign and return the Alcohol Service Responsibility Agreement annually.
10. Develop and maintain a comprehensive alcohol service policy specific to your location that is on file with the Vendor Services Department. Policies should be reviewed and updated annually, and should minimally include all elements of Wisconsin state statutes as they pertain to alcohol service and WSFP Alcohol Service Policies.
11. Vendors must have a certificate of insurance for \$1,000,000 in liquor liability on file with the WSFP Vendor Services Department prior to the start of any event where the Vendor will be serving alcohol.
12. Alcoholic beverages must be served in approved sizes of aluminum cans, plastic cups or plastic bottles.
13. Vendors with an alcohol privilege must purchase all alcoholic beverages for consumption on the grounds from a WSFP approved alcohol distributor.
14. Alcoholic beverage pricing must be submitted to the WSFP prior to the event, and must meet pricing minimums set by WSFP.
15. All aluminum and bottled beverages must be opened and served with bottle caps removed and disposed of prior to serving.
16. No one under the age of 18 shall be allowed to serve alcoholic beverages at WSFP. Employees assigned to single staff locations must be at least 21 years of age.
17. Servers must be able to use good judgement at all times while on duty. It is the recommendation of WSFP that servers do not consume alcoholic beverages while working.
18. Servers must possess either a valid Wisconsin bartender's license (AKA "operator's license"), or an approved responsible beverage server certificate in order to serve alcoholic beverages.
19. Vendors must conduct alcohol service training for all servers prior to the start of each event.
20. The above policies pertain to both alcohol sales to the public and complimentary alcoholic beverages served to employees or musicians/bands.
21. The above policies also apply to low alcohol or no alcohol beers.

Employee Alcohol Service Training

Prior to any event at WSFP, Vendors must conduct an alcohol service training session for all employees serving alcoholic beverages at the event. Training must at minimum include information about Wisconsin state statutes, WSFP policies and procedures specific to your business. Upon request, WSFP Police can assist with pre-event training at no cost.

Wisconsin law states that servers could be held criminally and civilly liable for serving someone who is intoxicated, impaired, or underage. It is important for servers to understand the basics of what to look for, and their responsibility to do so.

- ID's should be in good condition and must have a photo and birth date. Check the photo and verify that the person presenting the ID is the person whose photo is on the ID. Things to look for:
 - Tattered edges
 - Sticker of the person's picture attached to the ID
 - Tape or glued edges on the picture
 - Faded colors on the ID
- Look closely at the information on the ID; height, weight, color of eyes, etc. If in doubt ask the Fairgoer a question; what is your zip code? Address? Month of birth?
- Know the difference between a vertical ID and a horizontal ID. Vertical ID's show the date the individual turns 21 as well as the date the individual turns 18 right below the picture. Don't get confused, know what to look for and where to find it.
- If you have any doubt of the validity of an ID being presented, you should decline alcohol service to that individual.
- Servers can refuse alcohol service to anyone: "I'm sorry, I am not legally able to serve you alcohol."

Employee Licenses & Certifications

All Vendors with alcohol service privileges, and their employees who perform any type of alcohol service must possess a valid Wisconsin operator's license or complete a responsible beverage server course that has been approved by the Wisconsin Department of Revenue and complies with Wisconsin state statutes 125.04 and 125.17.

Responsible beverage server courses may be taken online or in a classroom setting. Some online courses currently available are:

- Serverlicense.com (cost of \$12.50 per employee)
- Servingalcohol.com (cost of \$12.50 per employee)

Responsible beverage server certificates are valid for a two-year period. It is the responsibility of the Vendor to have a copy of each server's certificate or license on file and to provide a copy to WSFP staff upon request. Servers are required to have their certificate or license on display or on their person with them while working.

Alcohol Service Compliance Assessments

WSFP Police and secret shoppers will conduct random alcohol service compliance assessments throughout the course of the event. WSFP Police will utilize underage personnel that will present a valid state driver's license or state ID that clearly indicates that this individual is less than 21 years of age and not of legal drinking age.

Servers that pass the compliance assessments will receive a certificate that congratulates them for responsible alcohol service.

Servers that fail the compliance assessments administered by the WSFP Police are to be subject to the following conditions and penalties:

- A ticket and/or fine administered by WSFP Police.
- The server must be immediately removed from their alcohol service duties until all of the following occurs:
 - The Vendor owner/operator and server must attend a mandatory meeting with WSFP Police and WSFP staff to review the incident.
 - The Vendor owner/operator will review the WSFP Alcohol Service Policies and all Vendor-specific policies governing the service of alcohol with the server.
 - The Vendor owner/operator will use good judgment to determine whether or not that server has a good understanding of all alcohol service policies and can return to serving alcohol.
- Upon documented completion of the above-mentioned conditions, the server may return to active alcohol service duties but is prohibited from working independently or unsupervised in any location.
- If a second violation occurs during the same event to the same server, they will again be subject to a ticket and/or fine and will be prohibited from performing any duties that include the service of alcohol or supervision of staff serving alcohol.

- Multiple alcohol service violations by servers during a single event, or a pattern of violations over a period of time or events will result in an immediate review of the Vendor's business relationship with WSFP and could result in the loss of your alcohol service privilege.
- It is the responsibility and in the best interest of the Vendor to establish hiring criteria that ensures staff is competent and capable of being sufficiently trained to be trusted with alcohol service responsibilities.

Approved Licensed Distributors

Vendors that are approved to sell the following products must purchase those products directly on site from a WSFP approved licensed bottler/distributor:

- **Alcoholic Beverages**
- **Bottled Water & Carbonated Soft Drinks**
- **Ice, 16 lb. Bags**

Please refer to Appendix A for more information on companies familiar with providing these services at Harvest Fair.

A complete list of WSFP approved products and their bottlers and distributors is available through the Vendor Services Department.

Vendors must be in good standing with the approved licensed distributors and all invoices must be paid in full within the supplier's guidelines in order to be considered for future Vendor License Agreement Renewals.

Menu Signage:

Please see page 9, the Menu Signage paragraph under the Signage section.

Department of Health Services and the Department of Agriculture, Trade & Consumer Protection (DATCP)

All food and beverage Vendors must be approved and licensed by the Wisconsin Department of Agriculture, Trade & Consumer Protection (DATCP) in order to operate at the WSFP. DATCP covers inspections and licensing and can be reached at 262-692-6850.

Live Entertainment

Band Booking

Before providing entertainment at their location identified in the annual Vendor License Agreement, the Vendor must obtain written approval from the WSFP Entertainment Director. The Vendor shall name entertainment for the location and shall assume sole responsibility for the production and costs of same.

Band Merchandise Sales & Permits

Harvest Fair may grant the Vendor permission to permit the artist and/or artist's representative the sole and exclusive right, though not the obligation, to sell artist's products within the footprint specified in the annual Vendor License Agreement. Artist-specific products are limited to CDs and merchandise that displays the artist name and/or logo. Non-specific artist merchandise (i.e. glow sticks, roses, books, rugs, jewelry) will not be allowed for sale. Artist and/or artist's representative may sell artist's products thirty minutes before, during, and thirty minutes after any one performance.

Decibel Levels:

Please see page 11, the Amplifiers, Recordings & Live Entertainment paragraph under the Fair Policies section.

Utilities

Electric

Electrical service and usage

Electricity is charged according to usage; a list of rates is available by contacting the Vendor Services Department Office. During Harvest Fair your electrical usage will be audited. If your electrical usage exceeds the amount charged on your Vendor License Agreement, electrical services will be billed to you during Harvest Fair. Payments must be made at the WSFP Business Office prior to the end of the event.

WSFP is equipped with Ground Fault Circuit Interrupting (GFCI) on all outside outlets. It is the responsibility of the user to ensure that all equipment used at the Fair Park is in safe working order and is GFCI compatible BEFORE you arrive for Harvest Fair. All booths/stands must be properly grounded.

Inside Vendors: All inside Vendors who ordered electrical service will find the proper electrical service run to their specific stand/booth. WSFP provides an outlet(s), but Vendor is responsible for any necessary cords, surge protectors etc.

Outside Vendors: All outside Vendors who ordered electrical service must check in with the WSFP Electrical Department upon arrival to arrange for electrical hookups. They can be reached by phone at 414-266-7080. Electricians will make the electrical connection as requested on your Vendor License Agreement.

Electrical Inspections & Safety Guidelines

The WSFP Fire Marshal and/or Electrical Inspectors will be performing random inspections prior to the opening and during the 2023 Harvest Fair. To schedule an electrical inspection prior to this call 414-266-4213.

During the inspection, inspectors will be documenting electrical violations and issuing orders to correct. Violations must be corrected within the time frame given by the WSFP Fire Marshal. If violations are not corrected within the given time frame, your business will be closed until the violations are corrected. Corrections will be inspected and approved by the WSFP Fire Marshal or delegated inspectors prior to reopening. These violations will also be noted on your evaluation and may affect your company's ability to return for future Fairs.

One easy way to avoid violations and identify potential hazards is to conduct your own safety review prior to your electrical inspection. Examining the lights, equipment, cords and connections in your booth/stand will allow you to be proactive in identifying and solving any issues before they arise. For a checklist of commonly encountered electrical issues please see Appendix B. Please contact the WSFP Staff Electrician with any electrical related questions by calling 414-266-7080.

Gas/Propane

The WSFP does not have an exclusive supplier of gas or propane. To obtain contact information for specific providers, please contact the Vendor Services Department.

Water and Sewer

Outside Vendors must call 414-266-7080 upon arrival to obtain plumbing hookups. Water services, as well as stop valves on water lines, are available in many locations for use by Vendors. Do not tamper with, or remove back-flow preventers. In such locations, Vendors have the responsibility of extending such service to their equipment, which includes turning on or draining water before and after the Fair. Hoses will be inspected for leaks in hose body and fittings. Proper hoses approved by the WSFP Plumbing Department are required. Vendors with sewer service shall be responsible for stoppage within their sewer system. Grey water/waste water is only to be disposed of in the appropriate locations as identified by WSFP. Vendors caught dumping grey water/waste water in storm sewers are subject to fine by the Wisconsin Department of Natural Resources.

Waste Removal

Appliance Disposal

For a fee, WSFP can provide disposal of appliances after the conclusion of the annual Harvest Fair. This includes refrigerators, freezers, air conditioners and anything that contains Freon. Prior to your departure from the WSFP, contact the Vendor Services Department to arrange for pick-up and payment of the \$50 fee. Vendors caught disposing of or abandoning appliances without authorization will be fined \$150.

Grease Disposal

Vendors who produce grease are responsible for proper disposal of the grease. Grease disposal sites are located throughout the Fair Park. A list of these locations, and contact info for service providers is available by contacting the Vendor Services Department. Any Vendor caught dumping grease on the ground, street or sewers is subject to fine(s) from the Department of Natural Resources.

Recycling

WSFP encourages all Vendors to recycle during Harvest Fair. The WSFP provides receptacles for garbage, cardboard, grease, aluminum, plastic and glass bottles which are located throughout the Fair Park. A list of these locations is available by contacting the Vendor Services Department. Please make sure your staff knows the location and the proper use of the receptacles in your area. All recycling efforts are appreciated. Fairgoer waste receptacles are not intended for use by the Vendors before or during the event.

Sanitation & Clean-Up

Vendors are responsible for keeping their booth/stand, and the area immediately surrounding their booth/stand, in a clean and sanitary condition at all times by removing debris and disposing in centralized dump locations in the Fair Park as specified by the Facility Services Department. Boxes must be broken down, flattened and placed in proper recycling receptacles. Large trash receptacles and dumpsters are located throughout the Fair Park. A list of these locations is available by contacting the Vendor Services Department. The use of Fairgoer trash receptacles by Vendors is strictly forbidden.

Outside Vendors: If necessary, a thorough interior and exterior cleaning/hosing is required, immediately after closing. Morning cleaning, including hosing will not be allowed. Outside Vendors must provide additional trash receptacles within their contracted space, for Fairgoers. Vendors may not dispose of any refuse, water, or other liquids on the ground, street or down the sewers.

Inside Vendors: Vendors should clean their booth/stand each evening, immediately after closing. All refuse needs to be deposited in the appropriate receptacles for after-hours trash collection.

Trash Collection

The WSFP Facility Services Department provides regular collection service to all WSFP trash receptacles, dumpsters and recycling receptacles throughout the Fair Park. WSFP trash receptacles should not be utilized within the footprint of a Vendor booth/stand. Please contact the WSFP Facility Services Department at 414-266-7080 to report full or over-flowing receptacles.

Fire Prevention

Fire Prevention Guidelines

General

1. All Fire Department hydrants and sprinkler connections are to be kept clear at all times. Do not block fire lanes.
2. All Emergency Exits and Fire extinguishers (including those inside and within an exhibit space) must be visible and accessible at all times. All main and cross aisles, corridors and other exit areas must be maintained at their required width during operating hours. Chairs, tables and other display equipment cannot protrude into aisles or exits.
3. All empty crates and boxes must be stored in areas approved and assigned by Fair Park Management. Storing empty crates and boxes behind an exhibit booth is prohibited. Excessive accumulation of combustibles, papers, cardboard and general waste material must be removed from all areas to the outside as needed.
4. Chairs for stage shows shall be fastened at the backrests and footrest. Chairs shall be grouped in no less than 3 and no more than 49 in a row. An aisle of at least 36 inches must be provided at the sides, and where required as per above requirements. The minimum spacing between rows is 32 inches.

Construction / Decorative Materials

1. Vendors are responsible for the safe construction and maintenance of their displays (i.e. handrails, steps, walls, etc.).
2. Exhibits which have an enclosed ceiling, in excess of 100 sq. ft., require the written permission of WSFP Management **and** the West Allis Fire Prevention Bureau 414-302-8000. (We also suggest the use of perforated or porous materials to avoid special fire sprinkler protection.)
3. Materials used in the construction of displays must be fire resistant or fire retardant (i.e. draping, table covering, banners, props, scenery, trees or shrubs, etc.)
4. An affidavit of flame-proofing of all tents, drop cloths and side curtains is required proof prior to occupancy.

Hazardous Materials / Displays

1. Written authorization by WSFP Management and the West Allis Fire Prevention Bureau shall be required for the following:
 - a. Display and operation of any heater, barbecue, cooking appliance, heat producing or open flame devices, candles, lanterns, torches, etc.
 - b. The display and operation of any electrical, mechanical, or chemical devices.
 - c. Use of storage of flammable liquids, compressed gases, or dangerous chemicals.
2. No hazardous display will be permitted without the written approval of the Fair Park Management **and** the West Allis Fire Prevention Bureau. If approval is granted, the demonstration must be performed in a manner which ensures the absence of danger or injury to anyone or any nearby object. Plexiglas or similar protection must be utilized to protect onlookers from injury. A 2A10BC fire extinguisher must be provided within ten feet of the exhibit.
3. All food preparation facilities shall have a fire extinguisher of at least a 2A10BC rated capacity at a convenient location within the food preparation area. All fire extinguishers shall comply with NFPA 10 Standards.
4. ALL OUTSIDE STANDS OR BOOTHS SHALL HAVE A FIRE EXTINGUISHER OF AT LEAST A 2A10BC RATED CAPACITY LOCATED AT A CONVENIENT LOCATION WITHIN THE STAND OR BOOTH. ALL EXTINGUISHERS SHALL COMPLY WITH NFPA 10 STANDARDS.
5. K CLASS EXTINGUISHERS ARE REQUIRED FOR ALL STANDS WITH GRILLS AND DEEP FRYERS.
6. All liquid petroleum (LP) gas tanks are to be removed from trailers and mobile homes. No LP tanks, empty or full, are to be stored in the building (except for LP containers which are new and filled with an inert gas). Exhibitors that require LP gas to operate equipment are limited to containers of five pounds maximum capacity filled. Exhibitors requiring LP gas must obtain a permit from the West Allis Fire Prevention Bureau 414.302.8000.
7. Open type cooking fires, such as charcoal, are not permitted within any building or enclosure. If the proper hood and duct system with a fire suppression system is installed, then the open type cooking shall be allowed. All cooking appliances shall be at least ten feet from any tent or side of a tent.

Hood, Duct & Fire Suppression System Requirements

1. All permanent buildings that have inside grease producing cooking areas are required to have an approved hood and duct system with fire suppression. All cooking establishments occupying a temporary structure and providing Fairgoer seating shall have a hood and duct system with a fire suppression system. These structures shall comply with ILHR 64 State Codes and Standards.
2. A complete set of plans shall be submitted to the West Allis Fire Prevention Bureau prior to installation or alteration of any hood and duct system.
3. All permanent buildings must have their hood and duct system professionally cleaned and fire suppression system tested at minimum of once per year.

Motor Vehicle Displays

Gas vehicles may not be operated in the display area during show hours. Gas vehicles on display must have:

1. A minimal amount of fuel in the tank - five gallons or less.
2. Fuel tank caps must be locked or taped.
3. Battery cables must be disconnected **and** taped.
4. Any vehicle that drops oil or other solution may not be displayed without a drip pan or dry absorption powder that must be cleaned up and disposed of by the Vendor or will be cleaned up at the expense of the Vendor.

West Allis Fire Department - Occupancy Permits

1. All permanent stand Vendors at Harvest Fair shall have an occupancy permit. The West Allis Fire Prevention Bureau shall issue the permit only when the occupant is in full compliance of all the State codes and standards. No occupant shall be allowed to conduct business until they have an approved occupancy permit from the West Allis Fire Prevention Bureau.
2. It is the occupant's responsibility to contact the West Allis Fire Prevention Bureau at 414-302-8905, for an occupancy inspection.
3. The City of West Allis Fire Prevention Bureau Fire Inspector, or representative, reserves the right to make any final decision regarding the above requirements, according to the Wisconsin Administrative Code.

Security

Vendor Services staff will be on duty during setup and teardown (see page 9 for specific hours). Overnight public safety staff begins the morning of Tuesday, September 26, and continues through the morning of Monday, October 2.

Security of Property

The WSFP, and its employees, are not responsible for the security or protection of Vendor property. The WSFP is not liable for any losses and/or damage that occurs to Vendor property in the WSFP. Vendors are strongly encouraged to secure or remove items of significant value each evening after the Fair Park closes. Each Vendor should take necessary precautions to avoid theft or damage to property.

Emergency Contacts

Wisconsin State Fair Park Police & Fire Departments

In the event of an emergency, please contact the WSFP Police PRIOR to calling 911 to prevent a delay in on-site response. When calling for help, please know your exact location on the Fair Park and the nature of the emergency. Post all emergency phone numbers in plain sight for quick access.

Emergency Phone Number
Wisconsin State Fair Park Police & Fire Departments
414-266-7032

Non-Emergency Phone Number
Wisconsin State Fair Park Police
414-266-7033

The WSFP Police Department has permanent year-round headquarters located northwest of the intersection of Fifth St. and Grandstand Ave.

First Aid

First Aid Services are provided inside the Guest Services Pavilion at the corner of Central Ave. and Main St.

Lost Children/Reconnection Center

Lost children may be brought to the Police Department or the Guest Services Pavilion on the corner of Main St. and Central Ave.

Lost & Found

Report lost articles or bring found articles to the Reconnection Center. The Reconnection Center is located at the Guest Services Pavilion on the corner of Main St. and Central Ave.

Weather & Tornado Warning Procedure

Weather & Vendor Operations

In the event of rain or non-severe inclement weather, Vendors may cover and protect their merchandise as necessary and within reason, but must continue to staff their location and immediately remove such protective coverings(s) and re-open for business for the remaining hours of operation prescribed when such weather passes.

When severe weather or a tornado warning has been issued for an area, including the Fair Park, an attempt will be made to notify all persons within the Fair Park of the warning. During tornado warnings, persons within the Fair Park will be directed by all Public Address systems available to avoid taking shelter in tents, temporary structures or near glass panels.

The cooperation of all Vendors at the WSFP is imperative to protect public safety in the Fair Park during a weather emergency. We ask that all Vendors who have booths/stands that include tents, temporary structures or glass panels, make every effort to keep Fairgoers away from those areas for their safety.

Wisconsin Administrative Code

In addition to the policies and procedures outlined in this manual, Vendors must comply with the Wisconsin Administrative Code governing the Wisconsin State Fair Park, Chapters SFP 1-7. A full listing can be found at https://docs.legis.wisconsin.gov/code/admin_code/sfp.



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Appendix

Appendix A: Supplier & Contact Information

Exclusive Suppliers

The suppliers listed below have exclusivity for the products listed, and are the official providers of those products to the Wisconsin State Fair.

Arctic Glacier Ice: Exclusive Ice

Vendor Services Department

Cell: 414.266.7040

vendorservices@wistatefair.com

Coca-Cola: Exclusive Carbonated Soft Drink and Bottled Water (Dasani)

Jill Dzierzewski

Cell: 414.881.2905

jill.dzierzewski@glccd.com

Approved Suppliers

The suppliers listed below are the only approved beer and ready-to-drink beverage distributors that can be used at the Wisconsin State Fair *note: you may only sell alcoholic beverages if approved via your Vendor License Agreement

Beechwood Sales and Service: Anheuser Busch Products, Craft and Imported Beers

Christian Power

Cell: 262.751.3586

Beer Capitol: MolsonCoors Products, Craft and Imported Beers, Malternative Beverages

John Casanova

Cell: 414.343.9830

Damian Dohr

Cell: 414.397.0259

Capitol Hustling: Bacardi, Daily's & Philly's Ready-to-Drinks and Copa Di Vino Wines

Kent Billingsley

Cell: 262.422.3526

Badger Liquor: Ready-to-Drinks and Spirits

Tonya Dunn

Cell: 920.296.3988

Wisconsin Distributing (FKA River City Distributing): Craft Beers

Mark Weber

markw@wisconsindistributors.com

Preferred Suppliers

The suppliers listed below are Wisconsin State Fair partners with preferred status

Brookfield Party Rental: Tent & Event Equipment Rental

Harry Boebel

Office: 262-786-2666

brookparty@madfoxparty.com

JK Rentals: Tent & Event Equipment Rental

John Goeman

Office: 1.800.558.3687

info@jkrentals.com

Prairie Farms Dairy: Prairie Farms Milk

Theresa Norwood

Cell: 563.340.6825

tnorwood@prairiefarms.com

TSMGI: Apparel & Merchandise

Dan Elias

Cell: 414.614.0210 Dan.Elias@tsmgi.com

Wisconsin Exposition, Inc: Decorating, Rental and Drayage Services (exclusive in the Exposition Center)

Office: 262.670.1300 orders@wi-expo.com

Miscellaneous Suppliers & Contacts

The suppliers listed below are for frequently requested suppliers/contacts and are not required or endorsed by the Wisconsin State Fair

Affordable Fire Protection: Hood Cleaning, Fire Suppression Service and Extinguisher Rental
Mike Janik Office: 414.778.1181

Ahern: Hood Cleaning, Fire Suppression Service and Extinguisher Rental
Office: 414.921.7580 mefarley@ahernfire.com

Amerigas: Propane
Office: 414.483.3341 5550@amerigas.com

AT&T: Internet & Phone (Vendors located in the Expo Center must order internet & phone through Vendor Services)
Alafia McMurtry or Charity McCrory av7215@att.com or ca2754@att.com

Charter Spectrum (FKA Time Warner Cable): Internet, Cable & Phone
Mary Anne Ceraso-Alioto Office: 414-908-4815 Cell: 414.526-210
maryanne.ceraso@charter.com

Haas & Wilkerson: Wisconsin State Fair Group General Liability Insurance Policy and Liquor Liability
Tressa Carter Office: 913.676.9308 Tressa.Carter@hwins.com

Hopson Oil: Diesel and Kerosene
Office: 262.542.5343

Performance Food Service: Food, Equipment & Supplies
Luke Martin Office: 1.800.775.9040 Cell: 920.470.6318
LAMartin@RFSDelivers.com

Sysco: Foodservice Products
Nikki Broetzmann Office: 262.424.1429 broetzmann.nicole@eastwi.sysco.com

US Foods: Foodservice Products
Noah Krueger Office: 262.253.7878 noah.krueger@usfood.com

Sanimax: Grease Removal & Grease Trap Cleaning
Kristen Bussey Office: 800.765.6453 x1428 Cell: 262.442.6861

Wisconsin Department of Revenue: State of WI Seller's Permits and Sales Tax questions
Office: 608.266.2776 DORBusinessTax@wisconsin.gov

Wisconsin Department of Health Services/DATCP:
Kelsey Kohout Cell: 608.635-6611 kelsey.kohout@wisconsin.gov

Appendix B: Harassment Policy



WSFP Harassment Policy

Objective

The purpose of this policy is to set forth Wisconsin State Fair Park's (WSFP's) protocol for maintaining a workplace that is free of harassment. This means that WSFP will take any necessary steps to ensure that the workplace is free of discriminating and harassing behavior and that all employees, applicants, clients, and other stakeholders are treated with respect.

Employees are responsible for refraining from and discouraging any conduct that is derogatory, demeaning, or creates a hostile work environment. WSFP is committed to treating every employee, applicant, and stakeholder with respect and sensitivity.

Harassment

WSFP prohibits harassment of any kind and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker, or any person working for or on behalf of WSFP.

Harassment on any basis (race, sex, age, disability, etc.) exists whenever:

- Submission to harassing conduct is made, either explicitly or implicitly, a term or condition of an individual's employment.
- Submission to or rejection of such conduct is used as the basis for an employment decision affecting an individual.
- The conduct interferes with an employee's work or creates an intimidating, hostile or offensive work environment.

Harassment may be subtle or manipulative and is not always evident. It does not refer to occasional compliments of a socially acceptable nature. Instead, it refers to behavior that is not welcome and is personally offensive. Offenders can be managers, supervisors, co-workers, and non-employees such as clients or vendors.

Examples

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, age, sex, sexual orientation, pregnancy, appearance, disability, gender identity or expression, marital status or other protected status, including epithets, slurs and negative stereotyping.
- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.
- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.

Reporting Procedures

Employees who believe they have been subject to harassment are encouraged to promptly notify their supervisor to help resolve the issue as soon as possible. If the employee believes the harasser is the supervisor, the employee should contact Human Resources.

Please reference the [WSFP Internal Discrimination and Harassment Complaint Policy](#) or contact Human Resources via email at HR@wistatefair.com for more detailed information.

Retaliation

No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- Filing or responding to a genuine complaint of discrimination or harassment.
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation. Any person who is found to have violated this aspect of the policy will be subject to discipline up to and including termination of employment.

Disciplinary Action

WSFP views harassment and retaliation to be a serious breach of workplace behavior. Consequently, violation of any of the guidelines set forth in this policy are subject to disciplinary action, up to and including termination of employment.