



# FACILITY GUIDELINES

As of 5/23/2014

## STATE OF POLICY AND PURPOSE

Wisconsin State Fair Park serves the citizens of Wisconsin by providing a permanent location for the annual State Fair and other programs of civic interest. The purpose of these guidelines is to give notice of the required standards of conduct and professional operation that ensure the safety, well-being and enjoyment of all persons using and visiting the premises and facilities of State Fair Park. These guidelines apply to all facilities and areas within the premises of Wisconsin State Fair Park except where limitations are noted.

## DEFINITIONS

|                             |                                                                                                                                                                                                               |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LICENSE:</b>             | The contract between the Licensee and the Licensors for a specific use of a facility.                                                                                                                         |
| <b>BOARD:</b>               | The Wisconsin State Fair Park Board of Directors.                                                                                                                                                             |
| <b>CEO:</b>                 | The highest management official of the Wisconsin State Fair Park.                                                                                                                                             |
| <b>CHIEF OF POLICE:</b>     | The Wisconsin State Fair Park Chief of Police.                                                                                                                                                                |
| <b>EVENT:</b>               | Activity for which the facility is used as described in the License.                                                                                                                                          |
| <b>EVENT MANAGER:</b>       | A management-level employee of the Licensors designated as the liaison between the Licensors and the Licensee.                                                                                                |
| <b>EXHIBITOR:</b>           | Those organizations or persons (and their agents or representatives) who have arranged with the Licensee to display products, provide services or sell merchandise within the space licensed by the Licensee. |
| <b>FACILITY:</b>            | Any specific building owned and managed by State Fair Park and which is under contract between the Licensors and the Licensee.                                                                                |
| <b>FACILITY MANAGEMENT:</b> | The administrative and operational management staff of the facility.                                                                                                                                          |
| <b>LICENSEE:</b>            | Any person operating in a facility or area of State Fair Park under a valid contract or with the written permission of the Executive Director.                                                                |
| <b>LICENSOR:</b>            | State Fair Park, its Officers, Agents and Employees.                                                                                                                                                          |
| <b>PARK:</b>                | The Wisconsin State Fair Park.                                                                                                                                                                                |
| <b>PREMISES:</b>            | The area within the geographical limits of State Fair Park.                                                                                                                                                   |
| <b>PUBLIC HOURS:</b>        | Those hours when space described in the License is open to the patrons of the Event.                                                                                                                          |

## ACCEPTANCE OF PREMISES

The Licensee shall inspect the Facility upon first taking possession of it and immediately report to Licensors any concerns regarding Facility appearance and/or operation. Absent any immediate report of Licensee concerns regarding Facility appearance and/or operation it is understood and agreed that Licensors license to Licensee the space "as is". Licensee may make, at its own expense, only those changes, alterations, installations and decorations which are previously agreed to in writing by the Licensors. Licensee will restore Facility, at its own expense, to the same condition as prior to its occupancy - normal wear and tear accepted. If Licensee fails to do so, Licensors may do all things necessary to restore the premises to that condition, and Licensee agrees to pay any and all charges thereof.

### **ACCESS BY LICENSEE**

Licensee shall not move personnel, equipment, or materials into the Facility prior to the beginning of the term of the License unless written approval for earlier use is granted by Licensor. Licensee shall have the right to ingress and egress through public corridors as authorized by Licensor. Licensee shall have no access rights in any other part of the Facility unless previously designated in writing by Licensor. Use of landscaped areas by Licensee requires written approval from Licensor.

### **ACCESS BY LICENSOR PERSONNEL**

In performance of their duties, Licensor personnel shall have the right to enter the areas of the Facility licensed to the Licensee. Specific hours may or may not be designated. At all times, Licensee will honor the official Licensor identification credentials or uniforms worn by the Licensor personnel or sub-contractors.

### **ADMISSION**

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

At any time the following persons or their representative agents are permitted to enter all facilities and areas: police, fire and health inspectors or any other legally authorized government official; Licensor employees scheduled to perform work duties; any other person with specific Licensor permission.

### **ADVERTISING AND PROMOTION**

- A. Licensee shall not publicize, or cause to be publicized, in any manner, any performance or event prior to execution of a License with Licensor.
- B. Consult with Licensor's official advertising guidelines before including any reference to Licensor's venue in print and/or broadcast materials associated with the Licensee's event.
- C. No signs, banners, advertisements, show bills, lithographs, stickers, decals, posters, cards or other promotional material shall be placed in, on or about the grounds of Wisconsin State Fair Park or a Facility without the expressed written consent of Licensor, and only then for the event authorized by a current License. Specifically prohibited are any advertising materials having a gummed or adhesive backing such as labels, badges, and car bumper or window stickers. Persons or Licensees distributing such prohibited materials are responsible for any damage done to Park property as a result of such use.
- D. Licensor reserves the right to display or sell, and retain all income from the display or sale of advertising and promotions within the Facility without limitation.
- E. Licensee shall not interfere with, block, shield, remove, tamper with, or otherwise disturb advertising or promotions within the Facility without the expressed written consent of the Licensor.

- F. Signs containing third-party or sponsored advertising messages (other than signs within the booths or spaces of exhibitors which advertise exhibitor's business or products) must be approved in writing by the Licensor prior to being displayed. Licensor reserves the right to charge Licensee a fee for the right to display such advertising.
- G. Licensee agrees not to permit or allow any advertising media which implies that Licensor is sponsoring the event, unless the event is in fact co-sponsored by Licensor. If the event is co-sponsored by Licensor, Licensee agrees not to allow or permit any advertising media to be presented, privately or publicly, without first obtaining expressed written consent from Licensor to do so.
- H. The Licensor reserves the right to deny Licensee the authority to use the Wisconsin State Fair Park or any other Facility logotype in any public or private promotional materials. If any such advertising is released without prior approval of Licensor, Licensor reserves the right to require Licensee to recall or modify all materials.
- I. Should Licensor secure a naming rights sponsor, Licensee agrees to allow such sponsor up to a twenty by twenty (20 x 20) area near the principal entrance of the Facility to Licensee's event for a temporary or permanent display which may or may not be staffed by the naming rights sponsor during the Licensee's event.
- J. Various advertising panels are installed throughout the park and within some facilities. The view of such advertising displays must not be obstructed.
- K. No third-party or sponsored signage is allowed on the exterior of a facility. Any third-party or sponsored signage that hang in the interior public areas of a facility must receive prior approval of size, copy and location from the Director of Event Services or CEO. If approved, signage of the type outlined above may be subject to a fee and may not conflict with Operator's exclusive advertisers.
- L. No signage may obstruct the view of exit signs or fire alarms or interfere with the operation of fire suppression systems.

### **AMERICANS WITH DISABILITY ACT**

Licensor is responsible for compliance with Title II of the Americans with Disabilities Act of 1990 or as amended and all regulations there under as they may relate to permanent Facility access accommodations such as, but not limited to, wheelchair ramps, elevator standards, door width standards and rest room accessibility.

Licensee is responsible for compliance with all applicable laws and regulations relating to non-permanent accessibility requirements such as, but not limited to, seating accessibility, auxiliary aids for the visually impaired, hearing impaired and mobility impaired.

### **AEROSOL CANS**

Aerosol cans for display purposes must be empty. Spray painting is not allowed inside a Facility or in the surrounding area. Non-spray painting of Licensee materials is permitted only with Licensor permission and provided adequate protection is provided to ensure no Facility damage occurs.

### **AISLES**

All aisle ways must remain clear and unobstructed for emergency access and adhere to West Allis Fire Department regulations. Exhibitors may not protrude beyond approved exhibit floor space.

## **ANIMALS**

Permission for any domesticated animal (cats, dogs, etc.) to appear in a booth or an event must first be approved by the Licensee and then by the Licensor in writing.

The following criteria must be met before the animal is allowed into a Facility:

1. The animal must have something to do with the booth or event (i.e., a dog used in commercials, demonstrating pet products, etc.).
2. Animals will not remain in the building overnight unless written permission has been given by the Licensor.
3. A trainer must accompany animals at all times.
4. Non-domesticated animals will be considered on an individual basis. Contact the Event Manager for details.
5. Service and assistance animals are always welcome and are subject to legal requirements and/or restrictions.

If Licensor authorizes the presence of animals, no person shall enter or remain on the Premises or in a Facility with an animal unless it is under proper leash, caged, or carried by the possessor.

## **ANNOUNCEMENTS**

Licensor reserves the right to make such public announcements as deemed necessary at any time in the interest of public health and safety.

## **ARMED GUARDS**

In the interest of public safety, Licensor may, at its sole discretion, require the presence of State Fair Park Police Officers during events which may be deemed to have an adverse impact on public health, safety or welfare. Officers are scheduled at the Licensee's expense and are subject to the rules of the Chief of Police. Licensee may not provide armed security or guard service without the express written permission of Licensor.

## **ATTACHING TO SURFACES**

No items shall be attached or affixed to a Facility or Park fixtures without prior approval of Licensor. If approval is granted, attachments can only be made by Facility Management approved contractors. Direct application of double faced tape to any surface of a Facility is prohibited. A low adhesive clear tape may be used on the concrete exhibit hall floor. Double faced tape may be applied on top of a layer of low adhesive clear tape on the concrete floor. Stickers are not permitted to be handed out inside a Facility.

## **AUDIO-VISUAL SERVICES**

Some audio-visual services, in addition to the permanently installed house sound systems, are available from the Facility. Some microphone and sound equipment for meeting rooms is provided by the Facility. Audio service can be provided to most areas of the Park. Please consult with your Event Manager for specific rules and limitations.

Mixing of sound systems is prohibited. If the Licensee elects to contract with an outside provider of sound equipment, said outside provider must provide the entire system (microphones and all amplification equipment including speakers). Loud audio events may be required to provide a cut out of audio tied into a Facility alarm system so that it will be heard in an emergency. Please consult your Event Manager for details.

## **BALLOONS**

Lighter than air balloons (helium filled) are not permitted to be handed out inside a Facility. They may be tethered to a display for decoration only. Balloons that are released into the ceiling will be removed at the Licensee's expense. Mylar (metallic) balloons are prohibited at all times inside a Facility.

## **BANNERS OR SIGNAGE**

Licensee banners, signage or advertising of any type, including but not limited to pictures, directionals or notices, may not be attached to perimeter fencing of the Park. Permission to place such signage on internal fencing or other locations of the Park must be approved in advance by Licensors.

## **BATTERIES**

Use of unsealed, wet-cell batteries to provide display power inside a Facility is prohibited. Only UL – approved, sealed, dry-cell batteries may be used for this purpose. User is responsible for any re-charging fees, if needed. Batteries in display vehicles inside a Facility must have the grounding cable disconnected from the battery terminal. The grounding cable and exposed battery terminal shall be completely covered with tape to be electrically insulated.

## **BOX OFFICE**

Wisconsin State Fair Park Box Office operation is a computerized and networked system. The Licensors can offer advance sales capability. Please contact your Event Manager for details.

Each Event is allowed to print tickets for advance sale through their own chosen outlets. If Licensee prints own advance sale or complimentary tickets, the Licensors must pre-approve the ticket language before tickets are printed and a sample must be provided to Licensors.

Current Box Office fee is \$0.10 per paid ticket printed by our Box Office. Complimentary tickets printed by our Box Office are subject to a charge of \$0.05 per ticket.

To secure the due and prompt payment and performance of its obligations hereunder, Licensee pledges to Licensors all of the ticket (box) office receipts, and further grants to Licensors the right to set off against and to retain from those receipts, and without liability to Licensors, any sums due and owing by Licensee to Licensors.

In the Exposition Center, if Licensee charges an admission for an event, Licensee is required to use Licensors' Box Office personnel on-site to sell and take tickets. Staffing is determined by the Licensee in conjunction with the recommendation of the Box Office Manager. Ticket seller and taker labor is an additional expense.

If you choose to have the Licensors Box Office accept credit card transactions, a processing fee is charged at a rate of 4.25% of the dollar amount of each transaction (or 4.25% of the total credit card sales for a particular event.) The Licensors accept MasterCard, Visa, AMEX and Discover cards, including debit cards. Notification of intent to accept credit card purchases must be received in writing by the Box Office Manager fourteen (14) days prior to the start of an event.

## **BROADCAST AND PUBLICATIONS**

The Licensee shall not televise or broadcast any Event scheduled to be presented in a Facility under the terms of this License without the prior written approval of Licensors. Upon approval, Licensors reserves the right to charge a location fee for radio or television broadcasting, live television or recordings in connection with performances stages at the Facility, and in addition thereto, the Licensee shall pay all cost in connection with the televising or broadcasting of the event. Licensee shall hold the indemnified parties harmless from such broadcasting activity, and any additional insurance requested by the Licensors shall be furnished by Licensee. If any part of Licensee's event is filmed or broadcast for commercial purposes, Licensee will (may) be subject to a filming fee.

1. Licensors does not regulate, control, approve or disapprove any broadcast, performance or publication of music or any other audio or visual presentation. We do not play or perform any music, nor do we offer referrals to anyone who does. If Licensee, or an Exhibitor, wishes to use copyrighted material it will be necessary to make arrangement with ASCAP, BMI or SESAC for license to perform such copyrighted music or material or otherwise qualify for an exemption. Please contact the following for more information:  
ASCAP, American Society of Composers, Authors and Publishers. (800) 652-7227  
BMI, Broadcast Music Inc., (800) 925-8451, SESAC, (800) 826-9996.
2. Licensors retains the right to regulate the volume of any sound, whether it be music, voice, special or artificial effects to the extent that the same interferes with other Licensees within a Facility or is determined to be offensive or otherwise violates the terms or the rules and regulations or the License.

## **BUSSES/SHUTTLES**

Options for bus/shuttle drop off/pick-up locations vary depending on Licensee in the Facility and/or on the Premises. Please consult your Event Manager regarding locations for bus/shuttle drop off/pick-up points, areas where busses may be staged and if any fees apply.

## **CAMPING**

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

Trailers, mobile homes or any other vehicle used for sleeping shall not park in any area on the Premises other than a designated trailer parking zone and shall pay an overnight parking fee at Licensors's prevailing rates. Please contact the Wisconsin State Fair Park RV Park for overnight parking at 414-266-7035.

## **CAPACITIES**

In no event shall attendance be permitted in excess of the established capacities of the licensed space. Licensee shall not admit a larger number of persons than can safely and freely move about in the licensed space or the Facility; the decision of Licensors and/or the West Allis Fire Department in this respect shall be final.

### **CLEANING AND MAINTENANCE**

In order to maintain a safe and clean environment, at Licensee's expense, Licensor will schedule staff necessary to clean-up water and debris brought into the Facility by Licensee or Licensee's contractors, exhibitors, guests or invitees.

Licensee must keep leased space, plus the immediate area around this space, in a clean and sanitary condition at all times. Licensee and Licensee's contractors, exhibitors, guests or invitees must not throw any refuse, or empty any contaminated water or other fluids on the ground, in the streets or storm drains or restroom facilities. All hazardous materials, whether liquids or solids, must be disposed of properly according to State and Federal regulations.

### **COMBUSTIBLE MATERIALS AND/OR LITERATURE STORAGE**

On-site storage of paper literature for display or distribution must be limited to a one (1) day supply. Reserve supplies must be stored outside a Facility or in areas approved by Licensor and the West Allis Bureau of Fire Prevention. Licensee must advise all Exhibitors that booths must be kept clean and cleared of all combustible rubbish.

### **CONCRETE/ASPHALT ANCHORING**

Drilling and anchoring in concrete or asphalt is prohibited within a Facility. Outdoor drilling and anchoring must be approved in writing by Licensor and requires USER to contact Diggers Hotline in advance at 1-800-242-8511.

### **CONDUCT**

Licensee shall be completely responsible for security within exhibit areas, meeting rooms, assigned common areas and other areas of the licensed premises. Licensee agrees to maintain at all times, at its own expense, sufficient security forces of Licensor personnel to maintain order and to protect persons and property.

Licensee'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 Premises may automatically terminate the License. Any Licensee distributing or causing to distribute, either personally or by agent, advertising matter which may be considered objectionable, shall, after Licensee has been notified by Licensor to discontinue such practice, forfeit his space and all privileges of the License he does not comply.

No person shall picket or participate in a demonstration of protest gathering or march on the Premises without prior notification to the Chief of Police. The Chief of Police shall inform the person(s) seeking to engage in such activities of the authorized areas of the premises where such activity is permitted.

No person shall loiter or prowl on the premises. Violation of this rule is defined as: the 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.

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

No person shall commit a lewd or indecent act. 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.

### **CONTROL OF PREMISES**

The Facility and the keys shall, at all times, be under the charge and control of Licensor. Licensee shall not permit the leased areas to be used for any other purpose other than that purpose set forth in the License. Licensor reserves the right to require Licensee to stop any improper use of the licensed areas.

The Licensee shall not assign the License or sublet any part of the licensed areas without prior written consent of Licensor. Licensed premises are clearly defined in the license agreement and does not give licensee the right to space outside of the licensed space.

### **COPYRIGHTS**

Licensee agrees that nothing contained in their event infringes upon any copyright, trademark, patent, right of privacy or other statutory or common law right of any other person, firm or corporation. Further, Licensee is responsible for any license or authorization required by law to include copyrighted work in their event.

### **CRATE STORAGE**

All crates and related materials shall only be staged or stored in approved locations. The inside dock area of the Exposition Center at Wisconsin State Fair Park is reserved for facility use only. All exhibitor and event storage needs must be arranged with the event's general service contractor and such storage must be placed on contractor's trailers.

### **DOLLIES**

No hard wheel dollies are allowed to move equipment or supplies on any tile floors. Only soft wheeled dollies are permitted in these areas. Steel wheeled dollies or carts are not permitted in the Exposition Center.

### **ELECTRICAL**

Electrical systems must comply with the requirements of the National Electric Code and Wisconsin Building Code Commerce ("COMM") 16. (<http://www.commerce.state.wi.us>)

See the rules and regulations page of the Exhibitor Services Order Form, if applicable, for specific requirements and prevailing fees concerning electrical connections within the Licensor's Facility.

### **EJECTION**

Licensor reserves the right to eject or cause to be ejected from the Premises any person or persons creating a discernible risk to the public health or safety for a period of time to be determined by Licensor. Licensor shall not be liable to Licensee for any damages or costs that may be incurred by Licensee through the exercise by Licensor of such right. Licensor shall attempt to advise Licensee of such ejections, except in those cases where an immediate risk to public safety exists. In the event Licensor ejects or causes to have ejected any person(s) at Licensee's request, Licensee shall indemnify, defend (at Licensor's option) and hold harmless Licensor from any and all actions, liability, damages or claims resulting from such ejection.

## **EVACUATION OF FACILITIES**

If it becomes appropriate in the judgment of the Licensor to evacuate the premises for reasons of public safety, then, after such evacuation, the Licensee may continue to use the Facility for sufficient time to complete presentation of the Event without additional fees providing such time does not interfere with another Licensee. If it is not possible to complete presentation of the Event, fees shall be prorated or adjusted at the discretion of the Licensor and the Licensee hereby waives any claim for damages or compensation from Licensor.

## **EVENT MANAGER**

An Event Manager will be assigned as primary liaison between Licensee and Licensor. Licensor's Event Manager will be the primary contact for all phases of the Event. In the absence of the Event Manager, another management representative will be available to assist Licensee.

## **EVENT SCHEDULE INFORMATION**

If requested, on a form supplied by Licensor, Licensee shall provide Licensor with an overall schedule of operating hours, estimated daily attendance and other pertinent Event information. This information is required twenty-one (21) days prior to the first move-in day of the Event.

## **EXCLUSIVE SERVICES**

Depending upon the contracted space of Licensee the following are examples of exclusive services provided by the Licensor:

Box Office services in the exposition center  
Event Staffing, Security and Police  
Food and Beverage catering and concessions  
Utility Services including electrical, mechanical and information technology  
A/V rigging and sign hanging attachments to building ceilings

## **EXHIBITS – EXCLUDED AREAS**

Certain areas of the premises are not available for the setup of exhibits without the expressed written permission of Licensor. These areas include – but are not limited to - the exposition center pre-function space, exterior space and areas in front of permanent concession stands and commercial advertising. Please contact your Event Manager for details.

## **FIRES**

Prior permission from the State Fair Park Chief of Police is required to conduct any type of open-air fire on the State Fair Park grounds. In addition, see the Appendix of this document for any other permits or regulations that may be required from the West Allis Fire Department.

## **FIRST AID COVERAGE**

In the interest of public safety, Licensor may require First Aid staffing provided at Licensee's expense, for all Events expecting a daily attendance of over one-thousand (1,000) people.

## **FLOOR LOADS**

Floor loads in the Expo Center exhibit halls are rated at 450lbs. per square foot. The tile floor in the Expo Center pre-function area is not rated and is subject to limitations. Consult with your Event Manager for applicable floor loads and policies in other buildings.

## **FLOOR SPACE**

All fire hose cabinets, fire extinguisher cabinets, pull stations, electrical cabinets and emergency exits (including those inside an exhibit space) must be visible and accessible at all times. All main and cross aisles, corridors, stairways and other exits must be maintained at their required width during show hours. Chairs, tables and other display equipment may not protrude into the aisles.

Materials used in the construction of displays must be fire retardant or resistant. Exhibitors are responsible for the safe construction and maintenance of their displays. All empty crates and boxes must be stored in areas approved and assigned by Licensor and the West Allis Fire Department. Storing empty boxes or crates behind exhibit booths is prohibited.

Exhibit booths which have enclosed ceilings, upper decks or any large overhead advertising device in excess of three-hundred (300) square feet require the written permission from Licensor and the West Allis Bureau of Fire Prevention. These require the use of perforated or porous materials that will not obstruct fire sprinkler protection. The West Allis Bureau of Fire Prevention requires such booths to be equipped with portable fire extinguishers. Sprinkler system coverage may be required based upon area of obstruction from existing Facility systems.

## **FLOOR PLANS**

It is the responsibility of the Licensee to insure that floor plans, drawn to scale, are submitted to and approved by Licensor and the West Allis Fire Department. All exhibit space is subject to final approval and/or on-site inspection. Floor plans are to be submitted for approval no later than thirty (30) days prior to the first day of occupancy. Plans submitted later than thirty (30) days will be subject to a plan check fee. Said plans shall note the location of, but not limited to, the following:

- Exhibits
- Service Desk
- Registration Area
- Exhibitor/Show Service Areas (restaurant desk, tours, message center.)
- Vehicles
- Exhibits containing canopies or structures
- Cooking Demonstrations
- Stage and/or Seating Areas (set-up must conform with current Life and Safety Codes)

Access to exits, stairwells, doorways, concession stands and electrical panels shall be shown as clear. Floor plans must be drawn to scale and include all structure, obstruction and booths. All plans are approved subject to a field inspection.

## **FOOD/BEVERAGE/NOVELTIES**

Food and beverages are not allowed to be brought into or sold on the Premises without the expressed written consent of Licensor. Arrangements for food/beverage/novelties may be made with Licensor's exclusive concessionaires.

Licensee agrees that no alcoholic beverages shall be brought onto the Premises or sold by the Licensee at Wisconsin State Fair Park without Licensor permission. Absent authorization, all alcoholic beverages sold, served or otherwise used must be handled through the Licensor's approved vendors or caterers. Approved vendors or caterers must carry Worker's Compensation Insurance and public liability insurance with blanket coverage of one-million (1,000,000) dollars for any one (1) accident-bodily injury and any one (1) accident-property damage. If the vendor/caterer is authorized to offer, sell or furnish alcoholic beverages, the vendor/caterer shall ensure its general liability policy

specifically state whether or not the general liability coverage extends to the sale and/or distribution of alcoholic products. If not, the vendor/caterer shall obtain at its expense a separate one-million (1,000,000) dollar alcohol liability insurance policy. A certificate evidencing such insurance shall be provided to the Licensors at least thirty (30) days prior to the event. Such certificate of insurance shall designate the Licensors, the State of Wisconsin, the Executive Director, and their agents and employees as additional insured's.

Licensors, at its sole discretion, may allow Licensee and/or Licensee's Exhibitors to distribute sample sized food products and sample sized non-alcoholic beverages manufactured or distributed by Licensee and/or their Exhibitors. Upon approval sample sizes will be no greater than one (1) ounce for beverage and two (2) ounces for food product and will be limited to distribution of one (1) each of food and beverage for each ten by ten (10 x 10) space.

If authorized by Licensors, all persons who prepare food for the public must comply with applicable health codes.

The ten by thirty (10 x 30) areas in front of the concession stands in Expo Center are reserved for the exclusive use by Licensors. Licensors reserves the right to authorize the use of said areas, if alternative food service space is provided and the food service concessionaire is compensated for any costs incurred, together with any loss or revenues resulting from the closing of said areas. Licensors and Licensee shall mutually agree upon placement of temporary concession stands and/or seating areas within the exhibit space prior to the floor plan being published for sale of space to Exhibitors.

Licensors reserves the right to operate or contract for operation and receive all income from food, beverage, catering, coat check rooms, ATM machines parking and novelty sales in a Facility. Licensors may provide catering through an independent contractor. If Licensee desires to utilize an outside caterer for a banquet style event, Licensee must notify Licensors in writing and such outside caterer may be allowed to provide services within a Facility upon written approval by Licensors following the signing of a contract, between Licensors and the caterer, with terms acceptable to Licensors and payment of applicable fees, by the caterer to Licensors.

Events that arrange food and/or beverage donations to charity groups are responsible for removing all such items from the premises upon expiration of the License.

### **FRAUD OR MISREPRESENTATION**

Licensee is expected to deal honestly and fairly with the public and any attempted fraud or misrepresentation will be considered sufficient cause for immediate revocation of the License.

### **HVAC**

Where available, HVAC service will be provided during all public hours. HVAC during non-public hours is available at Licensee's expense. Please consult with your Event Manager for details and prevailing rates.

### **KEYS**

Keys are available to certain facilities. When issued, Licensee is responsible for keys and unreturned keys will be invoiced at \$25.00 per key. Licensors reserves the right to issue said keys and restrict or control the use and quantity of keys to Licensee.

## **INDOOR LANDSCAPE MATERIAL DISPLAYS**

The West Allis Fire Department is the authority having jurisdiction (AHJ) and has established guidelines for the use of indoor landscape materials for display based on Wisconsin State Code section 10.14.2 which states in part:

“In any occupancy, limited quantities of combustible vegetation shall be permitted where the AHJ determines that adequate safeguards are provided based on the quantity and nature of the combustible vegetation.”

Licensee should contact their Event Manager with any questions regarding indoor landscape material display regulations. Such areas must be listed on the event layout and may require detailed information for WAFD approval.

## **INDOOR LANDSCAPE MATERIAL HANDLING**

The use of motorized equipment such as fork lifts and other similar equipment to move display materials inside facilities is restricted to show management and employees of official contractors, Licensor and Licensor's sub-contractors. Individual exhibitors are prohibited from such use unless specifically authorized in writing by both Licensee and Licensor.

The use of motorized equipment such as skid steer loaders and other similar equipment to move landscape materials inside facilities is restricted to show management and employees of official contractors, Licensor and Licensor's sub-contractors and approved exhibitors. Individual exhibitors must obtain permission in writing for such use by both Licensee and Licensor. Upon such permission, individual exhibitors may move only those landscape materials within their possession.

Movement of landscape materials belonging to other exhibitors is prohibited. In addition, individual exhibitors with permission to use such equipment to move landscape material must do so within identified time periods solely designated for such activity and may not coincide with general move-in activity.

Licensee is solely responsible for disposal of any leftover landscape materials from the event. If Licensee fails to properly dispose of said landscape materials Licensor will dispose of materials and charge Licensee reasonable disposal fees for this service.

## **LIGHTING**

During move-in/move-out, where available, work level lighting will be provided at no charge to Licensee. Licensor will provide full overhead lighting for all public hours on each show day at no additional charge. Full overhead lighting during other hours, including early call for show photography, will only be provided at Licensees request and expense. Please consult with your Event Manager for details.

## **LOADING DOCKS**

Loading docks are available in the Expo and Youth Centers and shall be used to the benefit of all Events at their Facility. Licensee must obtain permission from their Event Manager to leave trucks parked in the dock spaces. Availability of dock spaces will be determined by Licensor with consideration given to Facility deliveries and other events on the Premises.

## **LOTTERIES**

No roving concessions or exhibits, gambling, games of chance or raffles, selling tickets or taking donations are permitted without express written permission of the Licensor and, if authorized, must comply with all applicable State and Federal laws.

## **MEETING ROOMS**

Meeting rooms are set up when requested with standard facility equipment, as available within the limits of Licensor's inventory. Each meeting room has capacity and equipment limitations. Please consult with your Event Manager for details.

A change from the original setup by Licensee may be subject to extra charges based on the extent of the changes requested and the amount of time required to complete the requested changes.

Meeting rooms may be used for commercial exhibits with the following restrictions:

1. Electrical service is limited to installed plugs/power receptacles in each room.
2. No carpet/flooring may be installed on top of the existing carpet without approval from Licensor.
3. When moving freight or equipment in these areas the existing carpet must be protected by the use of approved runners or plastic sheeting.
4. No signs, banners, trussing, lights, etc. may be hung from the ceilings or the support structures above the ceilings.
5. No structures erected in these rooms may have any type of ceiling. All walls must be eighteen (18) inches below automatic fire sprinkler heads.
6. When constructing any wall units, care must be used not to obstruct any of the HVAC controls, light controls, electrical outlets, cable outlets, sound outlets, exit signs or exits.
7. All exhibits being set in these rooms must have an approved floor plan.
8. At all times due care must be used to protect the furnishings from damage.
9. No crates, skids, trussing, carpet/floor installation, hanging of signs or the building of a room within a room will be allowed.
10. Closet and utility rooms are not included with any meeting room. These are for Licensor use only.
11. No meeting room partitions will be moved without Licensor consent and personnel present.
12. Chairs, tables, lecterns and audio-visual equipment are provided in meeting rooms subject to availability and the limitations of Licensor's inventory.

Meeting rooms used for exhibit purposes may be charged an additional rate.

## **MOVE-IN/MOVE-OUT POLICIES**

Certain areas near buildings are designated as loading and unloading. Vehicles will be allowed to load/unload in these areas during designated move-in/move-out hours. No parking is allowed on the concrete pads of the expo center during the show hours. Exit doors in these locations must remain clear and unobstructed at all times. Please contact your Event Manager for specific instructions and detailed information regarding these areas and staffing requirements.

For the purpose of move-in and move-out activity, vehicles may drive inside a Facility only with Licensor approval. Upon approval Licensee may be required to use Licensor personnel to control such vehicle activity. It is the Licensor's sole responsibility to determine the appropriate amount of personnel needed and Licensee is responsible for the cost of such personnel at prevailing rates.

### **MUSIC, AMPLIFIERS AND BROADCASTING REGULATED**

Licensors permission is required for use of any loudspeaker, amplifier, electrical setup, radio or other broadcasting device in a Facility. State of Wisconsin law prohibits volume exceeding 92db and Licensors reserves the right to regulate volume of permitted device and/or to revoke said permission if provisions of this rule are not observed.

### **OUTDOOR EXHIBITS**

Use of exterior space for outdoor exhibits must be approved in writing by the Licensor prior to any space being sold or advertised. A scale floor plan showing the location of exhibits to be placed outdoors must be submitted prior to approval being granted. Licensee may be charged a fee for outdoor exhibit space. Please consult with your Event Manager for details.

### **PARKING FEES, PASSES AND REGULATIONS**

Wisconsin State Fair Park retains exclusive rights and privileges in all parking areas on the Premises, including the right to charge a parking fee to all Licensees of its parking areas, at the current rate. Vehicles that take up more than one space may be charged the prevailing parking fee for all spaces used. Standard parking fee includes one-time only parking. In/out privileges are available only upon purchase of that type of parking pass. During sole move-in/move-out days Exhibitors are not charged to park. Licensee may purchase pre-paid parking passes for Licensee's exhibitors at the prevailing daily parking fee. Parking immediately adjacent to the loading dock area is for loading/unloading only.

Overnight parking on the grounds of the Wisconsin State Fair Park is prohibited and violators will be cited and/or towed at owner's expense. Please contact the Wisconsin State Fair Park RV Park for overnight parking at 414-266-7035.

### **PICNICS**

No group of twenty (20) or more persons shall hold a picnic activity on the grounds of the State Fair Park without obtaining a permit from the Licensor. Permits shall be issued on a first-come, first-served, nondiscriminatory and uniform basis. All individuals of the permitted group shall comply with all State Fair Park rules.

### **PLUMBING**

Where available, all plumbing - including water and drain - are provided by Licensor at prevailing rates. Please consult the utility service order form for current rates. Only Licensor or its authorized agent is allowed to make connections to Facility water or drain lines.

### **PRE-FUNCTION SPACE OF EXPO CENTER**

The pre-function (lobby space) and foyer areas are to be used for ingress/egress only. Use of these areas for registration, exhibits or any other activity is subject to the approval of Licensor. Upon approval, floor plans must include this space if it will be used for any other purpose beyond ingress/egress. Upon approval, all flooring in the pre-function and foyer areas must be adequately protected from damage prior to moving any supplies or equipment into this space.

### **PRICES**

The price charged for articles sold under contract with the Licensor must be predominantly displayed to the public or the contract will be revoked. Licensee agrees to abide by the Uniform Consumer Protection rules of the State of Wisconsin.

### **PUBLIC ADDRESS SYSTEM**

A public address system for paging is available in some facilities. Please consult with your Event Manager for details. Only with Licensor approval may the public address system be used for any purpose other than paging.

### **PUBLIC SAFETY**

LEASEE agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the Premises or which is likely to constitute a hazard to property thereon without the prior approval of Licensor. Licensor shall have the right to refuse to allow any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal there from if found thereon.

### **REMOVAL OF PROPERTY**

The Licensee shall remove all property, goods, installations and affects belonging to the Licensee or caused by the Licensee to be brought upon the Premises. If such property is not removed prior to the end of occupancy as specified in the License, Licensor may remove and store it or cause it to be stored and the Licensee shall reimburse Licensor for all expenses incurred. In the event said property is not claimed and/or storage fees not paid, Licensor shall then have the right to sell the property, goods, or affects in such manner as it may deem advisable and to apply any net proceeds of such sale toward any monies owed by the Licensee.

### **RIGGING**

All attachments to any portion of the permanent structure of any Facility must meet accepted engineering and safety standards. All attachments must have sufficient strength to support weights placed on them and be secured in such a way to prevent items from falling or causing damage. Only those organizations or individuals who are qualified and approved by Licensor may make such attachments. At no time should the structural limits established by the Facility Architects/Engineers be exceeded on any portion of the Facility structure. Please consult your Event Manager for established load restrictions.

### **ROOF ACCESS**

Access to the roof must be authorized by Licensor and Licensor personnel will be required at prevailing rates.

### **SELLER'S PERMIT**

It is the responsibility of the Licensee to secure completed S – 240 forms for all vendors selling merchandise at their event. Wisconsin law requires that any vendor selling merchandise must complete form S-240. The form may be obtained on the Internet at the following address:

<http://www.revenue.wi.gov/pubs/pb228.pdf>

### **SKATEBOARDS, IN-LINE SKATES, ROLLERSKATES, SCOOTERS**

The use of skateboards, in-line skates, roller skates, scooters (either motorized or foot-powered) are not permitted in facilities unless approved by Licensor.

## **SHIPPING AND RECEIVING OF MATERIALS/PRODUCTS**

Licensors are unable to accept any goods shipped to the Park for any Licensee or Exhibitor. Shipments should only be made on days when the event is occupying space within the terms of the License.

Licensors will not receive any property on behalf of Licensee or Exhibitors and Licensee shall so advise all Exhibitors and other parties. Shipments should only be made during the period that Licensee has licensed use of the Facility. All shipments arriving during occupancy will be directed to the Licensee or the Licensee's official contractor.

Licensee agrees that if Licensors should receive, handle or have in its care or custody property of any kind shipped or otherwise delivered to the Facility for the Licensee, Licensors act solely for the accommodation of the Licensee. Licensors shall not be liable for any loss or damage to such property.

Licensors provide no outbound shipping service. Licensee is responsible for removing all materials brought into the Facility for that Event by the conclusion of the dates as set forth in the License.

Upon possession of licensed space the Licensee may ship materials to Wisconsin State Fair Park. Licensee or representative must be present to accept deliveries. If shipping to the Exposition Center label the material as such: "Your name, booth number, show name, (c/o official services contractor, if applicable), 8200 W. Greenfield Ave. West Allis, WI 53214." If shipping to another building on the WSFP grounds label the material as such: "Your name, booth number, show name, (c/o official services contractor, if applicable), building name, 640 S. 84<sup>th</sup> St. West Allis, WI 53214."

## **SMOKING**

Smoking is not permitted inside any facility on the Park.

## **SOLICITATIONS**

All solicitations for either contributions or sale must be made from within the confines of a booth or display.

No collections or donations, whether for charity or otherwise, shall be made, attempted or announced in a Facility or on the Premises without prior written approval of Licensors.

## **SPECIAL ORDERS**

Whenever an authorized inspector or qualified employee of Licensors finds a dangerous or hazardous condition, the inspector is permitted to order the removal of the dangerous or hazardous condition or advise the Licensee to do so. Licensee shall indemnify, defend (at Licensors' option) and hold Licensors harmless from all damages, costs, and expenses in law or equity for or on account of this action to remove any dangerous or hazardous condition.

## **STAFFING**

Event related staffing may be required by Licensors, at Licensee's expense at Licensors' prevailing rates. Licensors reserve the right to determine the number of personnel required to perform any of the services described in the License, whether any or all such functions are provided at Licensors' expense or Licensee's expense.

Licensee, at Licensee's expense, may be required to provide a fire watch of Licensors security personnel during all non-public hours. During all hours, the Licensee, at Licensee's expense must provide sufficient Licensors personnel to provide adequate security for public safety.

### **TELEPHONE/TELECOMMUNICATIONS**

Where available, Wisconsin State Fair Park offers a variety of Cat5 and fiber optic cabling to Licensee use at prevailing rates. The Licensor maintains the exclusive right for telephone service in all facilities. Please consult your utility service order form for more information and current rates on telephone and internet service.

### **TIPPING/GRATUITIES TO STAFF**

Tipping or offering any gift or gratuity to Licensor employees is prohibited. If you are pleased with a particular employee's work and would like to reward him/her please contact the Director of Event Services.

### **TRASH REMOVAL**

Removal of show rubbish and corresponding hauling fees will be charged to Licensee at prevailing rates.

### **UTILITIES**

The Licensor reserves the exclusive right to provide utility service and hook-ups within all licensed areas. These include, but are not limited to electrical, Internet, cable, water, drain, gas, and compressed air. Electrical appliances and cords must be U.L. approved. Gas appliances must be A.G.A. approved. Please consult your utility services order form for more information and prevailing rates.

### **VEHICLES (NOT FOR DISPLAY) and TRAFFIC REGULATIONS**

All vehicles operated upon public roadways within the Premises are subject to the Motor Vehicle Laws of the State of Wisconsin. Vehicles found in violation of parking rules or other regulations listed here may be ticketed and/or towed at the owner's expense.

Inside a Facility the use of electric carts, motorized equipment and bicycles is restricted to show management and employees of official contractors, Licensor and Licensor's sub-contractors. Use of these vehicles is permissible only during non-public hours.

The use of electric carts, motorized equipment and bicycles is prohibited in all carpeted and/or tiled areas unless prior permission has been granted by Licensor and floor coverings including but not limited to the carpet and tile have been thoroughly protected by ply-wood on top of plastic sheeting, carpet or other approved materials. Please consult with your Event Manager for details.

Use of electric or motorized carts on the grounds of the Wisconsin State Fair Park is subject to approval and purchase of required permit from the State Fair Park Police.

No vehicle shall operate on the Milwaukee Mile race track without Licensor permission.

Sound trucks or other vehicles equipped with a public address system are not permitted on the Premises without Licensor permission.

### **WEAPONS**

The display, sale or distribution of knives and/or weapons of any type is prohibited in any Facility at State Fair Park without express written approval of Licensor. Failure to comply with this regulation shall be cause for immediate termination of the License.

Persons in possession of a legal permit for concealed carry of weapons are permitted access to all

Park facilities, unless directed otherwise in special circumstances.

However, permission to exclude the legal carry of concealed weapons is granted to Licensee for their event and is applicable only to Licensee's contracted space as outlined in State Statute. If excluded, Licensee is responsible for all legal requirements to exclude and agrees to hold Licensor harmless for any/all consequences of exclusion.

# APPENDIX

## WEST ALLIS FIRE DEPARTMENT REGULATIONS

Questions regarding Fire, Life and Safety regulations should be addressed with both Licensor and the West Allis Bureau of Fire Prevention in writing:

West Allis Bureau of Fire Prevention  
2040 S. 67th Place  
West Allis, WI 53219  
Attention: Asst. Chief Martin King  
(414) 302-8904 phone  
(414) 302-8927 fax

WI State Fair Park Event Services Dept.  
640 S 84th St  
West Allis, WI 53214  
Attention: Director of Event Services  
(414) 266-7300 phone  
(414) 266-7119 fax

### FIRE DEPARTMENT PERMITS

A permit from the West Allis Fire Department is required for any of the following:

1. Display and operation of any heater, stove (electric or gas), heat producing device, open flame candles, gas lamps or lanterns, cooking equipment, etc.
2. Display or operation of any electrical, mechanical or chemical device which may be deemed hazardous by the West Allis Fire Department. Such hazards include but are not limited to, exposed gears, flying chips, exposed fans and molten material. These displays shall provide proper distance from and protection for the public. This would include Plexiglas, or similar protection from flying particles.
3. Use or storing of flammable liquids, compressed gases or hazardous chemicals.
4. Motor vehicle activity or display.
5. Operation of laser devices, theatrical-laser effects or any pyrotechnics. (See also Compressed Gases and Hazardous Materials.)
6. Two Story Booth.
7. Covered Exhibit Space.
8. Enclosed Exhibit Space.

### FIRE DEPARTMENT SAFETY RULES AND REGULATIONS

Fire prevention guidelines for assembly occupancies are required to be followed to improve public safety by promoting the control of fire hazards and life safety throughout the venues. This is accomplished through Wisconsin Commercial Building Code Commerce ("Comm") 14 – Fire Prevention (<http://www.commerce.state.wi.us>). This code adopts NFPA 1 – Fire Prevention Code. Information contained in this document is summarized from NFPA 101 – Life Safety Code as referred by NFPA – 1.

1. All fires must be immediately reported to the West Allis Fire Department.
2. Fire lanes and exit doors around the Facility must be maintained free of all obstructions at all times.
3. Access and egress routes shall be maintained so that any individual is able to move without undue hindrance, on personal initiative and at any time, from an occupied position to the exits. Chairs, tables and other displays shall not be allowed to protrude into these spaces. Exits shall be arranged so that the total length from any point to reach an exit shall not exceed two hundred (200) feet.

4. Seating accommodating more than two hundred (200) persons shall be securely fastened at the backrest and footrest, grouped in no less than three and not exceeding fourteen chairs per row and shall maintain aisles of at least forty-eight inches (48") on both sides. The minimum space between rows is twenty-two inches (22"). Seating over two hundred (200) persons shall comply with NFPA 101:13.2.5.4.
5. The travel distance within the exhibit booth or exhibit enclosure to an exit access aisle shall not exceed fifty feet (50').
6. Exhibit booths shall be constructed of non-combustible or limited-combustible materials.
7. On-site storage of paper literature for display or distribution must be limited to a one (1) day supply. Reserve supplies must be stored outside the Facility or in areas approved by Licensor and the West Allis Bureau of Fire Prevention.
8. All materials used in construction, decoration or as a temporary cover must be certified as flame retardant or a sample must be available for testing.
  - a. Fabrics must be certificated as flame retardant or a sample must be available for testing.
  - b. Materials which cannot be treated to meet the requirements are prohibited.
9. All exits and exit aisles must be kept clear and unobstructed. Designated "no freight" aisles must be kept clear of crates and exhibit materials during move in and move out.
  - a. No furniture, signs, easels, chairs or displays may protrude into aisles.
  - b. These aisles are required for emergency access throughout the hall and to expedite freight and empty crate moving.
10. All Fire hose racks, fire extinguishers and emergency exits must be visible and accessible at all times.
  - a. Including fire protection equipment located within exhibits.
  - b. Exits and exit signs must not be covered by drapes nor obscured from view by exhibit components.
11. All empty shipping cases, cartons or crates must be labeled and removed for storage or they will be removed as trash.
  - a. Crates are not to be used as exhibit supports, or as part of the exhibit.
12. No storage of any kind is allowed behind booths or near electrical service. Materials for handouts must be limited to a one-day supply and must be stored neatly within the booth.
13. All temporary wiring must be accessible and free from debris and storage materials.
  - a. Hard-backed booths must have power supplies dropped within the booth.
  - b. If electrical equipment is not accessible, electric power may be denied.
14. All 110 volt extension cords shall be 3-wire (grounded), #14 or larger AWG, copper wire.
  - a. Connectors must not be supported by cords.
  - b. Two-wire "Zip Cords" are not permitted other than factory-installed appliance connectors; these may not exceed six (6) feet in length and must be UL approved.
15. Cube tap adapters are prohibited (uniform fire code 85.107). Multi-plug connectors must be UL approved with built-in overload protection. Connectors must not be used to exceed their listed ampere rating.
16. Electrical work under carpets must be performed by Licensor's electrician. All wiring on the floor must be type "SO" cord, insulated to qualify for "extra hard usage" and must be #14 AWG or larger and must be protected against injury.
17. Combustible materials must not be stored beneath display vehicles. Space beneath vehicles must be clear and visible except for permitted electrical supplies.
18. Vehicles in the building for loading/unloading must not be left with engines idling.

19. Compressed gas cylinders, including LPG, are prohibited unless approved by the West Allis Fire Department.
  - a. Flammable gases (i.e., butane, propane, natural gas, etc.) are subject to prior approval.
  - b. Non-flammable compressed gas cylinders must be secured in an upright position with gauges and regulator protected against physical damage.
20. Flammable or combustible liquids are prohibited inside of buildings except as approved by the West Allis Fire Department.
  - a. Flammable thinners, solvents and paints, including aerosol cans are strictly prohibited within the building.
  - b. Touch-up spray painting is prohibited.
21. No person shall burn in the open air or within any Facility any combustible material without a permit from the State Fair Park Chief of Police or West Allis Fire Department.

### **COOKING EQUIPMENT/DEMONSTRATIONS**

Cooking and food warming devices in exhibit booths require written permission from Licensor and a permit from the West Allis Bureau of Fire Prevention. Rules of the West Allis Fire Department Fire Prevention Guidelines apply in all instances.

1. Gas-fired devices shall comply with the following:
  - a. Natural gas-fired devices using gas and gas related piping shall be in accordance with NFPA 54, National Fuel Gas Code or NFPA 58, Liquefied Petroleum Gas Code.
  - b. The use of LP-gas cylinders shall be prohibited. An exception for non-refillable LP-Gas shall be permitted upon approval by the West Allis Bureau of Fire Prevention.
2. The devices shall be isolated from the public by not less than four (4) feet or by a barrier between the devices and the public.
3. Cooking equipment shall meet the following criteria:
  - a. Single-well cooking equipment using combustible oils or solids shall have lids for immediate use.
  - b. They shall be limited to two hundred and eighty-eight (288) square inches of cooking surface without automatic fire suppression.
  - c. They shall be placed on non-combustible surface materials.
  - d. They shall be kept at a horizontal distance of not less than two (2) feet from any combustible material.
4. A fire extinguisher with a Class K Wet Chemical rating shall be provided within the exhibit booth, or an approved automatic extinguishing system shall be provided.

### **COVERED OR ENCLOSED EXHIBIT SPACE (UPPER DECKS, TWO STORY BOOTHS)**

These booths must be approved in writing by the Licensor and the West Allis Bureau of Fire Prevention prior to installation.

1. Upper decks or covered areas must be limited to dimensions which do not exceed 1,000 square feet in individual areas.
2. If additional upper decks or covered area is required in excess of 1,000 square feet, a clear fire break of not less than ten (10) feet on all sides of the structure must be provided to a separate area.
  - a. This separate, additional area is also subject to 1,000 square feet maximum area.
  - b. This clear fire break shall not contain any combustible displays, furniture or other materials which could abet transfer of fire to another area.

- c. This ten (10) foot clear space may be spanned by a bridge or canopy which must not exceed four (4) feet in width. The bridge or canopy should be of non-combustible materials.
3. Construction of upper decks or two story booths must conform to current Building Codes and Life and Safety Codes.
4. Upper decks, covered or roofed areas exceeding three-hundred (300) square feet require the use of perforated or porous materials that will not obstruct fire sprinkler protection; they must be furnished with acceptable battery powered smoke detectors which emit alarms audible outside of the enclosed or covered area. Operation of smoke detectors must be verified after installation. They must also be equipped with type Tri-Class "ABC" Dry Chemical Fire Extinguishers.
5. Upper deck areas which are greater than three-hundred (300) square feet or which contain more than ten (10) persons require at least two (2) separate, remote means of egress. The second story of a two-story booth equipped with one (1) staircase will be limited to an occupant load of nine (9) persons. An occupant load sign will be required.
6. Spiral stairways are not allowed for areas occupied by the public, visitors or clientele.
7. The following shall be protected by a fire suppression system:
  - a. Single-level exhibit booths exceeding three-hundred (300) square feet and covered with a ceiling. A single exhibit or group of exhibits with ceilings that do not require sprinklers shall be separated by a distance not less than ten (10) feet where the aggregate ceiling exceeds three-hundred (300) square feet.
    - i. Exception: Ceilings that are constructed of open grate design or listed dropout ceilings in accordance with NFPA 13 shall not be considered ceilings.
    - ii. Exception: Vehicles, boats and similar exhibited products having over one-hundred (100) square feet of roofed area shall be provided with smoke detectors acceptable to the West Allis Bureau of Fire Prevention.
  - b. Each level of multi-level exhibit booths, protected throughout, including the uppermost level where the uppermost level is covered with a ceiling.

Exception: This requirement shall not apply where fire protection of multi-level exhibit booths is consistent with the criteria developed through a life safety evaluation of the exhibition hall, subject to the approval of the West Allis Bureau of Fire Prevention.

### **FIRE EXTINGUISHERS**

Fire Extinguishers mounted in the Facility must remain clear and unobstructed at all times. When required, fire extinguishers will be of type Tri-Class "ABC" Dry Chemical for general use and Class K Wet Chemical for cooking areas.

### **FIRE SUPPRESSION REQUIREMENTS**

When required in accordance with the Upper Deck/Covered exhibit Regulations, or at any time deemed necessary by the West Allis Fire Department to protect special hazards, fire suppression requirements and coverage must be as follows:

1. Individual fire suppression coverage must be provided for covered areas which exceed 300 square feet in area.
2. Fire suppression coverage is to commence with installation of upper deck or ceiling and continue during non-show hours until the upper level or ceiling is removed. Fire suppression coverage may be required 24 hours per day, if deemed necessary by the West Allis Bureau of Fire Prevention.
3. Fire suppression personnel must be trained and qualified in operation and use of fire extinguishers.

4. Fire suppression personnel, prior to start of assignment, shall inspect locations and condition of fire appliances and become familiar with the building, including locations of available exits.
5. Fire suppression personnel will be responsible for immediate notification by radio to in-house security of any problem, giving the exact location and description of the problem.
6. Fire suppression responsibility is the primary function. Booth security may be accepted as secondary in the cases where an exhibitor desires exclusive coverage.
7. Fire suppression personnel may be assigned responsibility for multiple, contiguous exhibits. Assignment is to be determined to conform to no more than one minute response to any alarm.
8. Cost and method of payment for fire suppression service is to be negotiated between the contractor supplying the service and Show Management and/or the Exhibitor requiring such service.

### **GASOLINE AND DIESEL POWERED VEHICLES AND EQUIPMENT (FOR INSIDE DISPLAY)**

These include but are not limited to automobiles, boats, recreation vehicles, lawn mowers and other power equipment. Before indoor space is assigned, a floor plan showing vehicle displays must be submitted to the Licensor. A permit from the West Allis Bureau of Fire Prevention is required to display gasoline and diesel powered vehicles and equipment.

Vehicles with internal combustion engines may be exhibited in a Facility provided the following requirements are satisfied:

1. Area specified. A specific area shall be designated for display of the vehicles and shown on the Event floor plan.
2. Exits. The vehicle shall not be displayed in any required passageway, corridor or exit leading to an exit.
3. Running of engines. The vehicle engine shall not be started or run, except that the vehicle may be driven in and out of the building under its own power, but only when the building is not occupied by the general public.
4. Fuel in tanks. The fuel supply in tanks shall be limited to not more than the lesser of (1/4 tank or 5 gallons) of fuel per vehicle when entering the building.
5. Draining of fuel. When it is necessary to drain the excess fuel from the tank, the draining operation shall take place outside of the building.
6. Fuel tank cap. The fill cap shall be of a lock type or the cap shall be securely taped with a material that is not soluble in a petroleum fuel.
7. Battery. The grounding cable shall be disconnected from the battery terminal. The grounding cable and exposed battery terminal shall be completely covered with tape to be electrically insulated.
8. Carburetor. The throttle linkage to the carburetor shall be disconnected or the accelerator shall be blocked so that it cannot be depressed.
9. Attended or unattended exhibition. When the exhibition is unattended, the vehicle doors shall be locked.
10. Vehicles, boats and similar exhibited products having over one hundred (100) square feet of roofed area shall be provided with smoke detectors acceptable to the West Allis Bureau of Fire Prevention.
11. Fire department notification. Vehicles for display shall be noted on the approved show floor plan.
12. Inspection. The local fire department having jurisdiction shall inspect the vehicles for compliance before the general public is permitted to occupy the building.
13. Keys for the vehicle must be left in control of the Exhibitor or Licensee.

## **HAZARDOUS MATERIALS**

These include but are not limited to: open flames, hot coals, natural gas hook ups, compressed gas cylinders (such as propane and acetylene), gasoline, batteries, radioactive material, and/or any flammable, combustible or toxic liquid, solid or gas. The use of hazardous materials is not permitted without the written approval of Licensor and the West Allis Fire Department. All hazardous materials allowed to be brought into a FACILITY must be labeled and accompanied by the applicable Materials Safety Data Sheet ("MSDS") which must be produced upon request.

Only a limited supply of the material is allowed in the device to be demonstrated. Excess fuel and cylinders must be properly stored outside of the exhibit hall. All transferring of fuel must be done with safety cans. All compressed gas cylinders must be securely anchored in the exhibits. Aerosol cans and other products containing flammable or combustible ingredients are not permitted in the exhibit area unless empty. Written authorization by the West Allis Fire Department and Licensor is required for the following:

- Display and operation of any heater, heat producing or open flame devices such as barbecues, candles, lanterns, torches, fireplaces, etc.
- Use or storage of flammable liquids, compressed gases, dangerous chemicals or pyrotechnics.

Demonstrations using hazardous materials must be approved in writing by Licensor and the West Allis Fire Department at least twenty-one (21) days prior to the Event. These include but are not limited to: welding, brazing, laser cutting, LP gas cooking and heater demonstrations. Plexiglas shields or other protections must be utilized wherever sparks may be emitted or injury could occur to bystanders. Material-specific fire extinguishers must be nearby. (See also Fire Department Permits)

All liquid petroleum (LP) gas tanks must be removed from trailers and mobile homes. No LP tanks empty or filled, are to be stored in the building. LP gas used to operate equipment is limited to non-refillable containers of two and a half (2 ½) pounds filled capacity. (See also Fire Department Permits)

## **FIRE PERSONNEL AND EQUIPMENT**

When Event conditions warrant, Licensor reserves the right to require that Fire Department personnel and/or equipment be present during an Event. This coverage shall be at Licensee's expense.

### **Wisconsin State Fair Park**

640 S. 84<sup>th</sup> St.  
West Allis, WI 53214  
414-266-7000

### **Event Services Department**

414-266-7300 / fax: 414-266-7119  
eventservices@wisconsin.gov