



# July 26– July 28, 2019

## SPONSOR SET-UP SCHEDULE

**SPONSOR CHECK-IN:** PLEASE CHECK IN AT THE STREET ENTRANCE TO CELEBRATION PLACE (off 56<sup>th</sup> Street & Ring Road) TO RETRIEVE YOUR EVENT PACKET AND THE VENDOR LIAISON WILL HELP YOU FIND YOUR LOCATION! **Do not enter without checking in.**

**VENDOR LIAISON:** Mike Galligan (262)705-2551 **SPONSOR LIAISON:** Mike Leitch (262)496-8912

**SET UP / TAKE DOWN:** Traffic is allowed to drive on the road surrounding Celebration Place. Do not leave vehicles on the event site, please unload your items and park your vehicle in the vendor preferred parking lot located across the street from the event (*grass parking lot east of Civil War Museum*).

- **TRAILERS: PLEASE SCHEDULE A TIME** – SPACE IS LIMITED. All trailers must arrive during the times listed below for set up.
  - **Thursday, July 25, 2019** 11am – 6pm
  - **Friday, July 26, 2019** 8am – 1pm
  - *Vehicles can drive on event grounds Saturday & Sunday from 8am-10am only for restocking purposes. **Do not block walk way.***
- **TENT VENDORS:** All tent vendors must arrive during the times listed below for set up.
  - **Thursday, July 25, 2019** 2pm – 6pm
  - **Friday, July 26, 2019** 8am – 1pm
  - *Vehicles can drive on event grounds Saturday & Sunday from 8am-10am only for restocking purposes. **Do not block walk way.***

**ALL VEHICLES MUST BE REMOVED BY 2pm FRIDAY and 10am SATURDAY & SUNDAY – NO EXCEPTIONS!**

**INSPECTIONS:** All exhibitors must be fully operational and ready for inspections by 2pm on Friday and 10am on Saturday & Sunday. **Don't forget fire extinguishers & permissible extension cords.**

**EVENT HOURS:** All vendors/exhibitors must be operational during all hours of operation.

- **Friday Hours:** 3pm – 11pm
- **Saturday Hours:** 11am - 11pm
- **Sunday Hours:** 11am – 7pm (all items removed by 10pm Sunday, July 28, 2019)

**EVENT ENTRANCES:**

- **MAIN WEST GATE:** 5501 Ring Road
- **NORTH GATE:**

**PARKING:** Parking is on a first come first service basis. You will be provided with 2 parking permits during check-in. All parking is free of charge. The preferred parking lot is located across from the event site east of the Civil War Museum and will require a permit.

**BREAKDOWN:** Vendors are not permitted to begin breaking down their space until the official closing time of the festival, Sunday at 7pm. Vehicle traffic may resume on the event grounds for break down only after event security has cleared the grounds of guests and deems it safe for vehicle traffic. **Breakdown and removal of items must be fully completed by Sunday, July 28, 2019 at 10pm.**

# Rules & Regulations

- **INSURANCE:** Vendors are responsible for obtaining general liability insurance with minimum limits of \$1,000,000.00 at their own expense and must submit a Certificate of Insurance with their Application naming Taste of Wisconsin™, Kiwanis Club of Western Kenosha, and the City of Kenosha as additionally insured.
- **SET UP/BOOTH ACCESS:** Electrical power will be switched on by 10am Friday. Vendors must check in with Taste of Wisconsin™ staff at the Vendor Entrance before entering the grounds. Vehicles may be used to transport materials onto the grounds and enter only from the Vendor Entrance. No vehicles will be permitted on the grounds after 1pm on Friday. Vendors must be fully set up and operational by Friday at 2pm for health and fire inspections and by 10 am on Saturday and Sunday. Vehicles will be permitted on the grounds for restocking booths on Saturday and Sunday from 8am-10am only.
- **HEALTH CODE REQUIREMENTS:** Permits and compliance are the responsibility of the Vendor and must be in place no later than 10 days prior to the event. For permit requirements, contact the Kenosha County Division of Health at (262) 605-6700 or visit the Taste of Wisconsin™ website for a link to online requirements and application.
- **FIRE CODE REQUIREMENTS:** Fire extinguishers and heavy duty electrical extensions cords are required in every vending space and must be supplied by Vendor. For fire code requirements, contact the Kenosha Fire Prevention Bureau at (262) 653-4110 or visit the Taste of Wisconsin™ website for a PDF document of the requirements.
- **PARKING:** A designated lot for vendor parking will be provided near the event site. Each vendor will receive two parking passes for this lot and space is on a first come first serve basis. Additional parking is available on surrounding streets and/or City of Kenosha parking lots in the area as signed. All parking is free of charge.
- **SIGNAGE:** Vendors must supply and post clearly their own menu and price signs within their space. **Handwritten signs are NOT PERMITTED.**
- **STAFFING:** Vendors are required to have a minimum of one person staffing their space at all times during open festival hours. Festival hours are Friday 3pm-11pm, Saturday 11am-11pm, and Sunday 11am-7pm. Vendors are responsible for ensuring that all event rules and guidelines are communicated and adhered to by staff members.
- **WATER:** There is no running water available on the event grounds. Vendors are responsible for providing water necessary for cooking, cleaning and other operations according to health regulations.
- **GARBAGE:** Vendors are responsible for their own garbage/recycling receptacles and liners. The event will provide dumpsters in a designated area to deposit garbage and recyclables (blue bags required for recycle area use). Vendors are responsible for transporting garbage to this area; Event will NOT transport Vendor garbage. Please do not use public garbage and recycling receptacles for your vending operations. Cooking oil and grease must be secured and disposed of off-site.
- **SECURITY:** There will be security on-site daily and roaming security overnight. Taste of Wisconsin™ will not be responsible for Vendor property or materials. Please secure your space accordingly.
- **BREAK DOWN:** Vendors are not permitted to begin breaking down their space until the official closing time of the festival, Sunday at 7pm. Vehicle traffic may resume on the event grounds for break down only after event security has cleared the grounds of guests and deems it safe for vehicle traffic. Please note that there is no electrical power after 8:00pm on Sunday. Breakdown must be fully completed by 10:00pm Sunday.
- **CANCELLATION POLICY:** Cancellations must be submitted in writing. Fees are 50% refundable until June 1, 2019. No refunds will be permitted after June 1, 2019.

## Contract Terms

This contract ("Agreement") for space, made and entered into for good and valuable consideration, including, but not limited to, the mutual covenants and promises of the parties hereto, by and between Taste of Wisconsin™ (hereinafter "TOW"), and the Vendor Company described within this Application hereof (hereinafter "VENDOR").

- **1. VENDOR SPACE:** Vendor hereby licenses from TOW the space described within this Application hereof and agrees that it will only use the space for the express purposes described in its Application in accordance with the terms and provisions of this Agreement and the rules and regulations issued by TOW. Vendor shall have the right to use the space designated on the official site layout of the TOW event located on a portion of the property designated for the period of time indicated. TOW reserves the right to make changes in space assignments at any time when necessary, in the sole exercise of its judgment and discretion, for the proper conduct of the Event. Vendor may not sublet space.
- **2. DISRUPTIVE ACTIVITY PROHIBITED:** Vendor agrees that in order to provide an environment suitable for a "family event", that Vendor must conduct activities in compliance with the rules and regulations of the Event and this Agreement, as administered by TOW in the exercise of its judgment and discretion. Further, Vendor agrees not to engage in any activity, which is deemed by TOW to be reasonably likely to be disruptive or adverse to the operations of other vendors or the general public.
- **3. DEFAULT BY EXHIBITOR:** Upon a default by Vendor of this Agreement, including the Rules and Regulations of this Agreement, TOW shall provide Vendor with written notice of said default. Should Vendor not immediately cure any breach, TOW shall have the right to prohibit Vendor from entering the Event and from utilizing the Vendor space. TOW shall, however, permit Vendor to enter the premises to remove items at a mutually agreed upon time provided that TOW has not imposed a possessor lien hereunder.
- **4. VENDOR'S DAMAGES LIQUIDATED:** Vendor and TOW mutually agree that it is difficult to establish actual damages which may ensue from a breach of this Agreement by TOW, or from a wrongful termination of Vendor's rights to enter the premises or to conduct its business at the Event and, accordingly, the parties mutually agree the Vendor shall be entitled to receive as damages hereunder an amount equal to the Vendor's Fee as liquidated damages, and that Vendor shall not be entitled to seek or recover any other or additional

damages other than said liquidated damage. In the event of default by Vendor, TOW shall be entitled to seek any damages permitted by this agreement or by the laws of Wisconsin.

- **5. DISPUTE RESOLVED BY ARBITRATION:** Should any dispute arise between the parties concerning this Agreement or matters contemplated herein (whether arising in tort or contract), the same shall be resolved by binding arbitration, conducted pursuant to the rules and regulations of the American Arbitration Association. Arbitration shall be the exclusive remedy and the final order of the arbitrators may be reduced to judgment in any court of competent jurisdiction. Any arbitration commenced hereunder shall be held in Kenosha, Wisconsin by one arbitrator in accordance with American Arbitration Association rules. Each party shall bear its own cost of arbitration, including, but not limited to, the costs of commencing arbitration, legal fees, costs, etc. Arbitration must be commenced, if at all, within one year after the event giving rise to the dispute.
- **6. POSSESSORY LIEN/REMOVAL AND STORAGE:** TOW reserves the right to send all goods not removed from the Event by the close of the breakdown period to a storage warehouse at the expense of Vendor, and Vendor hereby waives all claims for loss or damage to such goods by reason of said removal, and further agrees to pay all such charges as may be incurred for transportation and storage of such goods. In addition thereto, Vendor further agrees to pay to TOW any liquidated damages that TOW must pay to its lessor by reason of failure by Vendor to remove its goods from the premises as specified. Vendor hereby grants TOW a possessory lien on all property located on the Event premises as security for the payment of any amounts by TOW under this Agreement.
- **7. CHANGES TO EVENT HOURS:** Vendor agrees that TOW shall have absolute discretion to enlarge, shorten, or change the hours that the Event is open to the public or the hours during which the Vendor or its employees or agents may be present at the Venue in order to protect the safety and welfare of persons or property at the Venue or any other reason in TOW's sole discretion. Such action by TOW shall not constitute a default hereunder and shall not entitle Vendor to a refund or reduction of fees paid herein or damages of any description.
- **8. TERMINATION BY VENDOR:** If Vendor notifies TOW of its intent not to display/vend, or if Vendor shall fail to make payments hereunder when due, or if Vendor fails to physically occupy the allotted space at the required time, Vendor shall thereupon forfeit its right to the use of such space and TOW shall have right to dispose of such space as it considers for the best interests of the Event and shall have the right, in addition to any other legal remedy granted by law, to retain all payments made by Vendor which are not refundable above as liquidated damages without liability or setoff of any kind on the part of TOW.
- **9. FORCE MAJEURE:** TOW shall have no liability whatsoever for any losses or damages resulting directly or indirectly from strikes, lockouts, labor disturbances of any kind, fire, weather, delays or defaults of supplies or contractors, terrorism or threat thereof, acts of God, or from any similar or dissimilar cause beyond the reasonable control of TOW. In addition to the foregoing, if the holding of said Event is prevented by any governmental regulation or order, or if by reason of any governmental request or local, national or international disturbance, or for any other reason, it is deemed inadvisable in the exclusive discretion of TOW to conduct said Event, or if the conduct of said Event is interfered with, then, in either such event, TOW shall have no liability or obligation to Vendor, except that if Vendor's show space has not been made available to it, TOW shall return to Vendor any payments named under Paragraph (1) hereof after deducting therefrom a pro rata share of actual expenses incurred in connection with said Event.
- **10. RULES AND REGULATIONS:** Vendor shall receive from TOW prior to the Event an email Vendor Package containing complete information on services provided by Event management and any other specific rules and regulations. Vendor agrees to be bound by said rules and regulations, which by reference thereto are made a part of this Agreement, as are any further published rules and regulations. Vendor also agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities affecting the space contracted herein. If Vendor shall, in the judgment of TOW, violate or fail to comply with any said rules and regulations or any said laws, code or regulation, of which fact TOW shall be sole judge, TOW may, at its discretion, and without notice to Vendor, re-enter such space by force or otherwise, and terminate the right to use the same and remove Vendor or any other occupant, and their property and effects, therefrom, and hold said space as if this Agreement had never been made; and Vendor shall thereby and thereupon forfeit its rights in and to use of said space and to money already paid therefore, and TOW shall have the right to dispose of said space in any matter it considers for the best interests of the Event, without liability or refund of any kind to the Vendor.
- **11. LIABILITY:** Neither TOW, Kiwanis Club of Western Kenosha, or the City of Kenosha, their employees, representatives or affiliates shall be liable or responsible for any injury to Vendors, or their employees, or guests, or visitors while within the confines of the space or spaces contracted for by the Vendor or in the Venue, nor shall said parties be liable for the loss or damage to any goods from any cause whatsoever while the same are in transit to or from the Venue, or while they are in the vendor area. Vendor hereby indemnifies and holds the said parties harmless from any and all such liability, and for any loss or damages caused by or in connection with any activities of Vendor. **Vendors shall be responsible for obtaining general liability insurance with the minimum limit of \$1,000,000.00 at its own expense and shall provide a Certificate of Insurance naming Taste of Wisconsin™, Kiwanis Club of Western Kenosha, and the City of Kenosha as additionally insured, and submit said certificate with this Application. Address for Certificate of Insurance purpose shall be PO Box 602, Kenosha, WI 53141-0602.** Neither TOW, Kiwanis Club of Western Kenosha, nor the City of Kenosha shall be responsible or held liable for any loss or damage to Vendor's property, including but not limited to loss or damages occasioned by theft, fire, smoke, acts of God, public enemy, Event visitors or guests, power loss, or any other cause.
- **12. AGREEMENT:** this Agreement incorporates by reference and makes a part hereof the full content of this Agreement, the rules, terms, conditions and regulations of TOW, and the Vendor Package, all of which shall be deemed to constitute a binding and enforceable part of this Agreement. Headings are included for reference purposes only and do not limit the content of this Agreement. This Agreement, as herein defined, constitutes the entire understanding of the parties, and shall not be amended, assigned or otherwise altered, except in writing, executed by the parties hereto, with the exception of changes in space size or allocation. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement shall be binding upon the parties hereto, and may not be assigned except by written consent of both parties, such consent not to be unreasonably withheld.

*Kenosha Fire Department  
4810 60<sup>th</sup> Street  
Kenosha, WI 53144  
Phone (262) 653-4100  
Fax (262) 653-4107*



Charles E. Leipzig, Jr  
Fire Chief

Christopher G. Bigley  
Deputy Chief

### **Outdoor Event Rules**

The Kenosha Fire Department Fire Prevention Bureau, the AHJ of the city (Authority Having Jurisdiction), will be conducting fire inspections the day of your event. All vendor's booths, tents, propane tanks, portable generators, charcoal grills, electrical equipment, appliances, fire extinguishers or any other festival structures or equipment shall be subject to inspection by the Fire Prevention Bureau office prior to the start of or anytime during the event. To ensure these inspections go smoothly, with no interruptions to your event, here are a few things we will be looking for:

- No open flame for any reason will be allowed under any tents or awnings. Tents need to be flame resistant.
- Cooking appliances shall be isolated from the public by at least five (5) feet or a suitable barrier placed between the cooking device and the public. Any open flame shall be ten (10) feet away from any tents or awnings per ordinance.
- All vendors must have a 3A40BC fire extinguisher in their area, with current inspection tag (see attached). Extinguishers shall be located in an area that is conspicuous and easily accessible for use. All employees working in the booth or tent shall be trained in the proper use of the fire extinguishers. Fire extinguishers shall bear a current inspection tag validated within the past twelve (12) months OR a receipt of purchase within the last twelve (12) months shall be available for inspection (NFPA 10-07 and NFPA 96-08).
  - a. Cooking booths or any booth using a liquid or gas fuel source shall have a minimum 3A40BC fire extinguisher in booth accessible in open ready for quick use.
  - b. Cooking booths using a solid fuel source shall have a minimum 6L Class K for solid fuel fire extinguisher within 30 feet and in booth.
  - c. Cooking booths that have a deep fat fryer shall have a "K" rated fire extinguisher within 30 feet in booth.
  - d. In all cooking booths it is recommended that there be 3A40BC and a "K" located within the booth and no more than 30 feet reach.
  - e. Any place with a posted occupancy over 50 persons shall have a 3A40BC **within 75 feet** from all areas.
- If extension cords are used (see attached).
- Limit the amount of combustibles under the tents.
- Propane tanks, hoses and fittings shall be free from leaks and are subject to inspection by the Fire Prevention Bureau.
- Charcoal appliances shall be placed a safe distance away, in an open area ten (10) feet outside of tent or structure.
- Only approved charcoal lighter fluid shall be used to start the fire, and once the fire is ignited lighter fluid shall be removed from the booth and stored properly.

Once again, the inspections will be held a couple of hours prior to the event. You must call the number below to set up your inspection appointment a few days before your event.

Please feel free to contact the Fire Prevention Bureau at 262-653-4100 if you have any questions or concerns regarding your area or tent.

Thank you for your time and attention to the situation at hand. Have a great event!

Guy Santelli  
Division Chief  
Kenosha Fire Prevention Bureau



## Electrical/Extension Cords

1. Extension cords shall be plugged directly into an approved receptacle except for approved multi-plug extension cords and shall serve only one (1) portable appliance. No “pigtails”, splicing or “daisy chaining.”
2. The ampacity of the extension cords shall not be less than the rated capacity of the portable appliance supplied by the cord. (Never can a small cord supply a larger)
3. Extension cords shall be maintained in good condition without splices, deterioration or damage.
4. Extension cords shall be grounded when serving grounded portable appliances.
5. Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.
6. Power cords shall be protected from physical damage and from becoming a tripping hazard. Where this may occur, power cords shall be installed overhead and/or run through a PVC conduit or commercial wire chase. Use of carpets, tape or equivalent is prohibited. Electrical receptacles shall be ground fault protected when at outside events.
7. All connections shall be of weather-tight protection from rain and water.
8. All electrical cords shall be U.L. listed electrical cords rated for outdoors use. **NO HOUSEHOLD OR NON-WEATHER-TIGHT POWER CORDS OR ELECTRICAL OUTLETS WILL BE PERMITTED.** All electrical wiring and devices shall be in compliance with the National Electrical Code.

**Power Cord Chart**

<b>Maximum Load</b>	<b>Maximum Length</b>	<b>Minimum Gauge</b>
<b>20 amps</b>	<b>100 ft</b>	<b>12 AWG</b>
<b>30 amps</b>	<b>50 ft</b>	<b>10 AWG</b>
<b>&gt;30 amps</b>	<b>See site Promoter, site electrician and/or Fire Marshal</b>	