

# Dane County FAIR



July 19-23, 2017  
Madison, WI  
Alliant Energy Center  
[www.danecountyfair.com](http://www.danecountyfair.com)

## It's Fair Time!

Plans are underway for the 2017 Dane County Fair, July 19-23! The Fair offers an excellent marketing opportunity – it is your chance to promote your product to more than 50,000 Madison and Dane County residents from all walks of life. The Dane County Fair is not your typical county fair!

The Dane County Fair has a rich history of offering some of the most exciting free entertainment in the area. We bring in some of the biggest stage shows around – the type of entertainers usually reserved for State Fairs! This year will be no exception. There will be over a dozen free live stage shows a day! Add in the Youth & Community Stage, strolling entertainers and big name musical entertainment on the Main Stage to create the best entertainment value in the State!

There's more to see at the Fair than just stage acts. The Fair features over 7,000 youth exhibits, an interactive Kiddie Farm with animals, and an air conditioned Exhibition Hall full of activities and vendors. The Fair also features a selection of the best fair food vendors around!

This is a great year to take advantage of the tremendous marketing potential offered by the Dane County Fair. To reserve your booth space, please complete and return the application. We'll then contact you with space availability.

If you have questions, please contact Melissa VanderSanden at 608-224-0500 or [mvandersanden@wdexpo.com](mailto:mvandersanden@wdexpo.com).

# Dane County Fair



# Commercial Exhibit Opportunities

## Why the Dane County Fair?

The Fair offers attendees summertime fun for all ages – resulting in a great marketing opportunity for you! A Madison favorite for over 150 years, the Fair combines its rich history with new attractions and entertainment to make it one of the largest annual community events.

## Indoor Marketplace

---

The comfortable, air-conditioned Exhibition Hall is a great place to showcase your company or organization. This building is home to the Youth Exhibits, Youth & Community Stage, special programs, and over 50 commercial exhibits.

Indoor booth rates are \$360 for non-food and \$400 for food or beverage. If you need more than a 10'x10' exhibit, additional spaces are just \$200 each. Bulk space may be available for large exhibits. Corner booths are an additional \$75. Special rates are available for non-profit organizations. Call Melissa at 608-224-0500 to learn more.

The Exhibition Hall is open Wednesday-Saturday from 11:00 a.m. - 9:00 p.m. and Sunday from 11:00 a.m. to 6:30 p.m. As an inside exhibitor, you get the advantages of the exciting Fair environment with air conditioning without having to worry about the elements. Plus, the building is secure overnight.

## Outdoor Trade Mall

---

Dane County Fair is very fortunate to have a wide variety of surfaces. Exhibits outside may be on cement or grass, depending on location, although most are on asphalt. This unique combination of surfaces helps reduce dust and mud while providing a sturdy, level base for even the heaviest exhibits.

Outdoor rates are \$360 per 10' frontage for non-food or \$400 per 10' frontage for food or beverage. Some high traffic areas may be higher priced. Bulk space may be available for large or unique exhibits. Outdoor exhibits hours are 11:00 a.m. to 11:00 p.m. Wednesday through Sunday. Exhibitors are free to open earlier and remain open later in the day.

## Services Available

---

Exhibitor services and materials of all varieties are available at an additional cost. Electricity, water, tables, chairs, carpet, etc. can be ordered through the Alliant Energy Center. Order online at [alliantenergycenter.com](http://alliantenergycenter.com) before July 1 for the best rate. Call the Alliant Energy Center at 608-267-3950 with any service-related questions.

Exhibitors may bring their own materials. Generators are not allowed.

## Publicity

---

Dane County Fair is very fortunate to be in a highly competitive news market. Typically, TV crews from all local affiliates are on-site doing stories from the Fair, and they often feature our new or exciting exhibitors. We are also partnered with Midwest Family Broadcasting, the largest radio group in the market.



# Special Features and Application Process

---

**Dog Day of Summer** – The Fair features an afternoon of dog training and demonstrations including agility, nose work, freestyle and bite prevention classes.

**Hometown Hero Day** – On Thursday of the Fair, our military men and women, policemen and women, fire fighters and EMTs along with their immediate families, will receive free admission to the Fair. Special displays will be on-grounds that day.

**Kids Day** – Spend the day being a farmer at the Fair! There are scavenger hunts, displays, games and more to help you grow your farming knowledge. It is fun for all ages.

**Ag Day** – Celebrating our agricultural roots, the Dane County Fair plays host to one of the State's largest tractor parades. This Saturday feature is a great opportunity to get up close and personal with some classic farm machines!

**Family Fiesta Day** – Dane County's Hispanic community comes out in force on Sunday at the Fair for special events and a full day of Hispanic music sponsored by La Movida WMLV 1480.

## Application Process

---

Applications are accepted on a year-round basis. The Dane County Fair goes through a great deal of effort to ensure that product categories do not become oversaturated. However, product category exclusivity is generally not available.

To apply, return your completed application via email, fax or mail. Please include photos of your display at other events, along with any other related photos or literature.

## Additional Opportunities at the Fair

---

The Fair has many opportunities for promotion and product marketing that go well beyond booth space. The Fair can do it all – from banners to naming rights, and private on-site events to customized admission tickets for your customers.

If you would like to learn more about some creative and unique ways to tap into the Dane County audience, please contact Cassi Miller at 608-224-0500.

We're happy to answer your questions or to brainstorm ideas with you. Thank you for your interest in being a part of the excitement at the Dane County Fair!



Application for Exhibit Space

Dane County Fair, Madison, WI, July 19-23, 2017

Business Address: 3310 Latham Drive, Madison, WI 53713

Telephone: 608-224-0500 • Fax: 608-224-0300 • Email: ksonnenburg@wdexpo.com • Web: www.danecountyfair.com

Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Products/Services to be displayed/sold within your space (be specific): \_\_\_\_\_

Inside Exhibit Space

Table with 6 columns: Size, Cost, x, Number Requested, =, Cost. Rows include 10'x10' (non-food), 10'x10' (food vendor), Corner space (non-food), Additional 10'x10', Bulk Space, and Non-profit info booth (tabletop).

Outdoor Exhibit Space

Table with 6 columns: Size, Cost, x, Total Size, =, Cost. Rows include 10' frontage (non-food) and 10' frontage (food vendor).

Exhibitor Agrees to pay the Dane County Fair for the right to exhibit the sum of ..... \$ \_\_\_\_\_

\*\*\* An invoice will be sent once your application is accepted. Payment by check or money order; credit cards are not accepted.

\*\*\* Electricity, water, tables, chairs, etc. can be ordered/rented through the Alliant Energy Center.

Special space requests - please let us know if you have any specific space requests: \_\_\_\_\_

By signing below, I acknowledge that I wish to become an exhibitor at the 2017 Dane County Fair and agree to be bound by all exhibitor rules and regulations.

Exhibitor Signature \_\_\_\_\_ Date \_\_\_\_\_

Dane County Fair Signature \_\_\_\_\_ Date \_\_\_\_\_

FOR OFFICE USE ONLY
Booth# \_\_\_\_\_

## DANE COUNTY FAIR COMMERCIAL EXHIBIT RULES AND REGULATIONS

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

**Limited License.** The Fair hereby grants Exhibitor a limited license to use the Display Space under the terms and conditions of this Contract. This Contract is not a lease and no leasehold or tenancy is created hereby. Exhibitor shall not assign, sublicense or otherwise transfer this Contract or any rights to use or occupy the Display Space, or any other rights under this Contract, without the prior written consent of the Fair. Subject to the foregoing, this Contract is binding upon all successors and assigns of Exhibitor. Exhibitor may only use the Display Space to sell, display, promote or distribute Exhibitor's own goods, products, services and literature, and is expressly prohibited from selling, displaying, promoting or distributing the goods, products, services or literature of any other party without the prior written consent of the Fair.

**Use Restrictions.** Exhibitor agrees to use the Display Space and otherwise operate under this Agreement without infringing upon the rights of any other parties. Exhibitor's exhibit must be staffed during all published exhibit hours. Prior to the Fair dates, the Fair shall provide Exhibitor with the Dane County Fair Exhibitor Manual ("Exhibitor Manual") which shall contain complete show guidelines and information. Exhibitor agrees to abide by the terms, conditions and provisions of the Exhibitor Manual. Exhibitor agrees to leave the Fairgrounds and the Display Space covered by this Contract in the same condition as when Exhibitor took possession. Exhibitor may not conduct activity of any kind that leads to congestion of aisle traffic or otherwise interferes with or disturbs neighboring exhibitors or other parties. No loud speaker, amplifier, radio, strobe lights or other undignified methods of attracting attention are permitted, except with prior written permission from the Fair. No fans, misters, noisy pumps or other similar devices are allowed to operate in any indoor location without prior written permission from the Fair. Live animals are not allowed in the Display Space, unless specifically listed on the contract. No activity shall be conducted outside of the Display Space. Literature distribution, solicitations, surveys, presentations or mascot use in any area of the Fairgrounds is strictly prohibited without prior written approval from the Fair. Aisles are to remain completely free of obstructions and shall not be put to commercial use in any way by Exhibitor. All exhibits must be contained within the Display Space. Tents rented are to be secured through the Fair designated vendor. See the Dane County Fair Display Rules & Regulations ("Display Rules") for complete rules regarding booth construction and restricted activities. The terms, conditions and provisions of the Display Rules are hereby incorporated into this Contract. Prior written permission is needed from the Fair for any deviation from the Display Rules or this Contract. All questions, interpretations and disputes regarding the Display Rules (and any other provisions of this Contract) shall be resolved and determined exclusively by the Fair in its sole, reasonable discretion.

**Payment Terms; Default.** Exhibitor agrees to pay the Booth Fee in accordance with the payment provisions on the first page of this Contract. Any amounts not paid when due shall bear interest at the rate of 1.5% per month until paid. Exhibitor shall be responsible for all costs of collection including attorney's fees. Failure to pay any portion of the Booth Fee when due shall constitute a default by Exhibitor under this Contract and, at the option of the Fair, may result in a forfeiture of Exhibitor's right to use the Display Space. Following any payment default or other default by Exhibitor, the Fair shall, in addition to all other rights and remedies of the Fair, have the right to terminate this Contract with no further obligations to Exhibitor. In addition, the Fair reserves the right to relocate, restrict, bar, terminate and/or close, any activities, exhibits or Exhibitors which are deemed to be objectionable, disruptive or not in compliance with this Contract, as reasonably determined by the Fair in its sole discretion, and any such circumstances shall be deemed a default by Exhibitor hereunder.

**Cancellation; Termination Fee.** Exhibitor may cancel this Contract in writing at any time prior to May 15 ("Cancellation Deadline") and receive a full refund of the Booth Fees paid to date. To receive a refund, such cancellation must be in writing and must be received by the Fair on or before the Cancellation Deadline. For any cancellation after the Cancellation Deadline, or for any other cancellation or non-performance of this Contract by Exhibitor, Exhibitor agrees to pay the a termination fee ("Termination Fee") equal to 100% of all payments and deposits previously paid by Exhibitor as of the date of cancellation or non-performance, which previous payments shall be retained by the Fair. Further, if Exhibitor fails to occupy its assigned Display Space and complete the construction of its exhibit therein by 10:30 a.m. on the day the Fair opens, the Fair shall have the right to cancel this Contract and such cancellation shall also be subject to the Termination Fee. The parties acknowledge and agree that any cancellation of this Contract after the Cancellation Deadline or due to the Exhibitor's failure to occupy the Display Space as contemplated herein, will result in substantial harm and hardship to the Fair that is difficult to ascertain at the time that the parties enter into this Contract. Therefore, the parties agree that any Termination Fee paid hereunder constitutes liquidated damages and not a penalty, and that such amount is a fair and reasonable measure of the Fair's damages in the event of a cancellation or nonperformance by Exhibitor regardless of whether the Display Space is ultimately re-licensed or used by another party.

**Removal of Exhibit.** No exhibit, or any part of any exhibit, may be dismantled, torn down or removed from the assigned Display Space or from the Fairgrounds until after 6:30 p.m. for indoor exhibitors and after 10:00 p.m. for outdoor exhibitors on Sunday unless otherwise directed by Fair staff in writing, or in the event of emergency. Exhibitor shall fully vacate the Display Space and remove all Exhibitor property and materials by no later than 5:00 p.m. on Monday following the Fair. The Exhibitor will remain responsible for all property left on or in the Display Space or the Fairgrounds, and will be held liable for any personal injury, property damage, fines and removal, storage and disposal costs caused by any such abandoned property.

**Compliance with Laws.** Exhibitor agrees to comply with all applicable federal, state and local laws, regulations, ordinances and safety codes regarding the use and activities conducted at the Fairgrounds and the Display Space, including the assembly of the exhibits therein. With regard to any and all sales made by Exhibitor at the Display Space or the Fairgrounds, Exhibitor specifically agrees to comply with all applicable provisions of the Wisconsin Consumer Act, Chapter 423 of the Wisconsin Statutes, and all applicable notice requirements regarding a consumer's rights to cancel.

Sales/Handouts. Prior written permission must be obtained to sell any item featuring the words "Dane County Fair" or its logo or any service mark. All food distributions or sales must be approved by the Fair, and are subject to regulation by the Dane County Health Department. The sale or distribution of tobacco or intoxicating beverages is strictly prohibited. No items may be sold by a competitive bid process (auction) without prior written consent from the Fair. No helium balloons, adhesive stickers, or potentially dangerous or nuisance items may be handed out.

Relocation. The Fair reserves the right to relocate the Exhibitor's assigned Display Space at any time before or during the Fair by providing Exhibitor with a written notice of the intended relocation (the "Relocation Notice"). Such relocation shall become effective unless Exhibitor provides the Fair with a written objection (the "Objection Notice") within 24 hours after the Relocation Notice. Following an Objection Notice, the Fair shall then have the option of either leaving Exhibitor in its original location or terminating this Contract. If the Fair elects to terminate the Contract under those circumstances, then Exhibitor shall vacate the Display Space as soon as possible, Exhibitor shall be entitled to a full refund of the Booth Fee payments made to date, and neither party shall have any other further rights or obligations hereunder.

Liability. The Exhibitor warrants that it has in effect and shall maintain for the period of the Contract and the Fair, for the mutual benefit of both parties, a policy of general public liability insurance against claims for personal injury or death or damage to property occurring upon, in or about the Display Space or the Fairgrounds, with a coverage limit of not less than \$1,000,000 per occurrence. By no later than June 1, Exhibitor shall provide the Fair with a certificate of insurance evidencing such insurance coverage and showing the Fair as an additional insured. All certificates of insurance shall include the name of the Exhibitor as it appears on this Contract.

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

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

Services/Fire. Orders for electricity and water must be placed by Exhibitor with the Alliant Energy Center. Exhibitor shall inspect and monitor its Display Space and exhibits and otherwise exercise necessary due diligence to prevent fire, accidents or other damage. Use of generators is prohibited in the Display Space or other exhibit areas. Use of open flame is prohibited in all buildings and use of combustibles in display materials is prohibited. Any indoor display vehicles must have battery disconnected and gas tank locked or taped shut.

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

Miscellaneous. Written notices hereunder may be delivered by any of the following methods: email, fax, overnight delivery service, or personal delivery. Exhibitor agrees that the Fair may amend or add additional rules and regulations regarding this Contract, provided that such amendments, rules or regulations shall not substantially diminish the rights of Exhibitor hereunder.

Updated December 2016