

June 10, 2019

Dear Friend,

The **32<sup>nd</sup>** Annual Muskego Community Festival d.b.a. DandiLion Daze will again be held the last weekend in August. This year's event will be held on August, 23<sup>rd</sup>, 24<sup>th</sup> and 25<sup>th</sup>. The festival is organized and executed by nine local community non-profit organizations.

We invite you to be a part of our festival. Each year we try to provide a weekend of top quality family entertainment as well as a variety of food, general merchandise, and games. This year we have added even more excitement with the 1<sup>st</sup> Annual Muskego Corndog Classic 5k Run/Walk and a competitive cornhole tournament. We have also partnered with a new carnival vendor, Spectrum Carnival and will offer a larger variety of craft beers and wines from Vineyards of Norway.

The food court is located near the beer & entertainment tents. Although space in the food court is limited, we do our best to accommodate those who are outside the food court by placing them as near as possible. Non-food vendors are placed around the grounds. The enclosed pages provide complete information.

If you are interested in participating in the Festival, complete & return your application and space rental/reservation fee, made payable to: *Muskego Community Festival*. Returning vendor applications are due no later than June 24<sup>th</sup>, 2019 to be placed in same location or as close as possible to previous years location. Vendor applications will be reviewed after the June 24<sup>th</sup> returning vendor application deadline and allocated by the Food/Space Chairman based on need and available space.

Send completed applications including rental/reservation fee to:

Jeff Baker Food/Space Chairman S76W22215 Glenecho Rd Muskego, WI 53150

Email: jbaker66@wi.rr.com Phone: 262-389-9085



June 10, 2019

#### Food & Beverage Vendor:

With very positive feedback from both patrons and vendors, the switch from ticket sales to cash sales was a success. As a result, we will continue the flat rate structure for food /beverage vendors going forward. In order to make fees reasonable for smaller vendors, we will continue the *Specialty Vendor* subcategory consisting of a 10ft space with an extremely limited menu. Please contact me if you feel you may fall into this category, this determination will be at the sole discretion of the festival committee. The rates will remain the same as last year and are provided in both the 2019 Muskego Community Festival d.b.a DandiLion Daze Rules and the 2019 Vendor application/contract.

Please realize you will need to have enough cash on hand during operating hours to make change for customer purchases. For your convenience, the festival treasurer will have a limited supply of change for emergency situations.

All sales tax requirements are the Vendor's responsibility!

Also, when working with your insurance provider, please make sure that your Liability policy and Certificate of Insurance list *Muskego Community Festival, Inc.* as an Additional Insured Endorsement to make sure the festival is properly covered. Please include a copy of your Liability Insurance with your vendor application/contract.

We appreciate your cooperation and look forward to dining with you.

Thank you.

Please direct any questions to:

Jeff Baker, Food/Space Chairman 262-389-9085 Jbaker66@wi.rr.com

## 2019 Muskego Community Festival Rules d.b.a. DandiLion Daze

Please read all contents of the Muskego Community Festival rules. The Muskego Festival Committee makes changes to the contents every year. You will be held accountable for compliance with all rules. **Please read and follow them completely**.

#### **DEFAULT**

1. If vendor is in default under any section of this contract agreement, or fails to adhere to the standards or supervisory directions established by the Muskego Community Festival, the Muskego Festival Committee shall notify vendor of such default or failure and vendor shall have a reasonable time to remedy such default or failure. Such reasonable time to require immediate action if the Festival is in, or about to begin production. In the event that the vendor does not remedy such conditions in a reasonable time, the Festival Committee may terminate contract agreement, expel vendor from the location and offer to rent the location to another vendor without any further liability or obligation to vendor.

#### **VENDOR CONTRACT**

- 1. The vendor agrees to conduct all business in an orderly and lawful manner and to obey all rules of the Muskego Community Festival which hereafter may be added or modified, and to abide by the rules and regulations and ordinances of Waukesha County and the City of Muskego's Building Inspector, Health Department, Fire Prevention Department and other such departments whose duties embrace regulations of exhibits. This also includes language and behavior.
- 2. Each vendor is expected to deal honestly and fairly with the public and his/her employees. Any attempted fraud or misrepresentation will be considered sufficient cause for revoking the contract.
- 3. No special services in connection with setting up or decorating the display can be provided by the Muskego Community Festival. All booths, **including chairs**, **tables**, **furniture**, **lighting**, **and other display material must be provided and installed by the vendor**.
- 4. The Muskego Festival Committee will prepare the layout of booths and assign spaces accordingly. **It also reserves the right to change the layout as necessary**. Spaces are assigned in the following order:

#### **Returning Vendor:**

Placed in same location or as close as possible to previous years location unless a change is requested. (If contract is returned by or prior to June 24<sup>th</sup> 2019. Contracts received after the due date will be placed as a new vendor.)

#### **New Vendor:**

Will fill any spaces available beginning the day after returning vendor contracts are due.

- 5. Submission of contract agreement does not guarantee that a space will be awarded to you.
- 6. The Festival Committee has the right to accept or reject any application.
- 7. Unapproved contract fees/deposits will be returned to applicant.

- 8. Vendors are prohibited from assigning or subletting a space that has been allotted to them. They may not exhibit or sell any product, commodity or merchandise that has not been listed on the contract and approved by the Festival Committee. Also, vendors are prohibited from roaming the grounds selling merchandise, or handing out flyers or coupons. Any variation will result in the vendor forfeiting his right to conduct business at the Muskego Community Festival.
- 9. Booth Locations will not be available until Monday, August 19th. Please do not call prior to this date requesting your booth space location.
- 10. Booth spaces will be available for set-up on the following schedule (or by appointment):

- 11. All vendors must be in place no later than 3:00 p.m. Friday, August 23<sup>rd</sup> and must stay intact until C.O.B. on Sunday, August 25<sup>th</sup>. Any vendor taking down their booth, without clearance from the Festival Committee, before close of business Sunday will be at default per contract agreement.
- 12. Displays should not obstruct neighboring displays or project ahead of neighboring booths. Aisles and pedestrian walkways on the Festival Grounds must not be obstructed in any way. No overhangs or awnings will be allowed to protrude/extend out of your rental area. Consider tent ropes and stakes when determining footage requirements. If using a trailer, consider trailer tongue and rear door swing/stairs when determining footage requirements
- 13. HOURS OF OPERATION

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Friday August 23<sup>rd</sup> 5:00 p.m. - 11:30 p.m.
Saturday August 24<sup>th</sup> 11:00 a.m. - 11:30 p.m.
Sunday August 25<sup>th</sup> 12:00 p.m. - 6:00 p.m. (Parade starts at 11:00 a.m.)
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During daylight hours, all exhibits must be open and have a vendor representative in the booth. Unmanned booths will be subject to removal and may not be allowed to return.

- 14. All vendor booths must be removed from the Festival Grounds by 6:00 p.m. on Tuesday, August 27th, 2019. NO EXCEPTIONS!
- 15. NO CAMPING ON THE FESTIVAL GROUNDS IS ALLOWED.
- 16. Muskego Community Festival reserves the exclusive right to sell alcoholic beverages on the grounds. **NO CARRY-INS WILL BE ALLOWED.**
- 17. No Refund of fees within 60 days prior to the start of the festival.
- 18. Each vendor is responsible for the cleanup of their booth space at the end of the event or be liable for a \$100.00 clean-up fee payable to the Muskego Community Festival.

#### **TAXES**

1. All sales tax requirements are the sole responsibility of the Vendor! Wisconsin State Sales Tax is 5.1% in Waukesha County.

#### **ELECTRICITY**

- 1. **Everyone with 110 volt service must have a 75 foot 3-wire grounding type cord.** All 220 volt hook-ups must have adequate cords or cables to reach power panels of 50-75feet distance from booth space to assure proper power and operation of your equipment.
- 2. All cords must be suitable for outdoor use and must be provided by the vendor.
- 3. Cords for motors, refrigerators, freezers, and heavy-duty heating equipment must be a minimum #12 3-wire cord (15 amp minimum). If the cord does not meet electrical requirements or is not in good condition, you will be disconnected until it is replaced.
- 4. If you have any questions regarding electrical requirements of your equipment, consult your local electrician before completing the contract application. **This is the sole responsibility of the vendor.**

#### **PARKING**

1. Vendors receive two courtesy vendor parking passes per contract. Discuss parking, loading, and delivery issues with the Food/Space Chairman.

#### **SECURITY**

1. Commercial security will be provided Friday through Sunday night. Report any problems to the Food/Space Chairman.

#### **INSURANCE**

1. All vendors are required to provide a copy of their Liability insurance when submitting their vendor contract/application. When working with your insurance provider, please make sure that your Liability policy and Certificate of Insurance list *Muskego Community Festival*, *Inc.* as an Additional Insured Endorsement.

#### **LIABILITY**

1. The Muskego Community Festival shall not be liable for any loss or damage to the property of the vendor or of its employees, agents, patrons, or guests due to fire, smoke, water from any source, theft, criminal mischief, accident of any kind or from any other cause whatsoever and will not be liable for injuries to the vendor, his employees, agents, patrons, or guests with the use of occupancy of space. The vendor agrees to indemnify and hold harmless, the Muskego Community Festival and employees/volunteers, against any and all claims of any person whomsoever, arising out of acts or omissions of the vendor, his employees, agents, patrons, or guests.

#### GENERAL MERCHANDISE / GAME RAFFLE VENDORS

- 1. Booth spaces are rented in 15' increments. In general, spaces are 25' deep,
- 2. A rental fee *per space* is required at time of application/contract submittal (Electric Fees are separate) (Please pay by check or money order). Returning vendor applications are due no later than June 24<sup>th</sup>, 2019 to be placed in same location or as close as possible to previous years location
- 3. The Muskego Community Festival reserves the right to deny display and/or sale of any items which in the Festival Committee's sole judgment are inappropriate. Sales of any items deemed hazardous, unsafe or unsuitable by the Muskego Festival Committee are prohibited. If any problem or situation arises that cannot be resolved by the contract agreement/rules and regulations, the final decision will be made by the Festival Committee.
- 4. New Vendors should contact the Food/Space chairman to establish items that can be sold. Although we try to offer some protection from duplicate sales by vendors, we cannot guarantee it for all items. Returning vendors have first selection of items to be sold.
- 5. Vendors will obtain all licenses and permits that are, or may be, required by any public authority for sale of any of their products.

#### 6. NO RUMMAGE SALES ALLOWED

#### 2019 FEE SCHEDULE

Vendor Type	Before July 1st	July 1st - July 15th	July 16th - July 29th	After July 30th
General Merchandise	\$75.00	\$100.00	\$125.00	\$150.00

ELECTRICITY..... \$25 110 VOLT EACH (2 PLUGS 20 AMPS)

#### GAME AND RAFFLE VENDORS

Vendor Type	Before July 1st	July 1 <sup>st</sup> - July 15 <sup>th</sup>	July 16 <sup>th</sup> - July 29 <sup>th</sup>	After July 30 <sup>th</sup>
Game & Raffle Booth	\$150.00	\$175.00	\$200.00	\$225.00

#### **ELECTRICITY...... \$25 110 VOLT EACH (2 PLUGS 20 AMPS)**

- 1. Any and all lotteries/raffles/drawings/contests are regulated by state statutes set forth by the Wisconsin Department of Administration, Division of Gaming. In the event you are not familiar with these, **YOU** can contact the State of Wisconsin Department of Administration at 1-608-270-2555.
- 2. Games of skill must be approved by the festival committee for legality prior to the festival.

#### FOOD/BEVERAGE VENDORS

- 1. A registration fee per space is required at time of application/contract submittal. (Electric Fees are separate)(Please pay by check or money order) Returning vendor applications are due no later than June 24<sup>th</sup>, 2019 to be placed in same location or as close as possible to previous years location
- 2. Food vendors must comply with all Wisconsin and Waukesha County temporary food service guidelines. Permits may be required. Waukesha County Health Department personnel will inspect each food vendor before vendor is allowed to operate.
- 3. Food Vendors must provide suitable flooring inside their booth. This is according to the Waukesha County Health Department rules.
- 4. Food Vendors **MUST** have a listing on their contract of all items to be sold. No items may be added without permission from the Food/Space Chairman.

2019 FLAT RATES

5. New Vendors should contact the Food/Space Chairman to establish items that can be sold. Although we try to offer some protection from duplicate sales by vendors, we cannot guarantee it for all items. Returning vendors have first selection of items to be sold.

#### FEE SCHEDULE

BOOTH SPACE

ELECTRICITY	\$30	110 VOLT EACH (2 PLUGS 20 AMPS)
	\$720	for 30ft
	\$605	for 25ft
	\$490	for 20ft
	\$375	for 15ft
	\$325	for 10ft

#### SPECIALTY VENDOR \$200 for 10ft

1. A 10ft space with an extremely limited menu. Please contact me if you feel you may fall into this category. This determination will be at the sole discretion of the festival committee.

\$100 220 VOLT EACH (50 AMP)

ELECTRICITY...... \$30 110 VOLT EACH (2 PLUGS 20 AMPS) \$100 220 VOLT EACH (50 AMP)

### 2019 MUSKEGO COMMUNITY FESTIVAL d.b.a. DandiLion Daze BOOTH SPACE RENTAL AGREEMENT/CONTRACT

#### FESTIVAL SCHEDULE

**Location:** Veterans Memorial Park - Adjacent to Muskego City Hall /Police Dept.

between Racine Ave. and Pioneer Dr.

#### **BOOTH SIZE & LOCATION**

Space Sizes: 15' wide x Approx. 25' deep.

Food Court: Food Vendors will be assigned booth spaces in the food court area.

Who & Where: The Muskego Festival Committee reserves all rights for booth rentals and assignment of

locations.

#### **BOOTH SPACE FEES**

Reservation Fee All vendor spaces require a reservation fee for each space.

Applications will not be accepted without payment!

#### Table 1

Vendor Type	Before July 1st	July 1 <sup>st</sup> - July 15 <sup>th</sup>	July 16th - July 29th	After July 30 <sup>th</sup>
General Merchandise	\$75.00	\$100.00	\$125.00	\$150.00
Game & Raffle Booth	\$150.00	\$175.00	\$200.00	\$225.00

#### **ELECTRIC FEES**

Standard Electric Service: \$25.00 per 20 amp 110v circuit (2 plugs)

#### Food & Beverage 2019 FLAT RATE

\$325 for 10ft (Requires \$325 deposit) \$375 for 15ft (Requires \$375 deposit) \$490 for 20ft (Requires \$490 deposit) \$605 for 25ft (Requires \$605 deposit) \$720 for 30ft (Requires \$720 deposit)

Specialty Vendor (10SP) \$200 for 10ft (Requires \$200 deposit)

#### FOOD VENDOR ELECTRIC FEES

Standard Electric Service: \$ 30.00 per 20 amp 110v circuit (2 plugs)

Additional Electric Service: \$100.00 per 50 amp 220v circuit

# **2019 Muskego Community Festival**

# d.b.a. DandiLion Daze

# **Booth Space Rental Application/Contract**

Name:		
Company:		
Address:		
	State:Zip:Phone:	
Alternate Phone:	Email:	
List food/beverage products or me	rchandise to be sold.	
General Merchandise Vendor:	Refer to Table 1 for pricing	Total
Number of 15'spaces	X \$	\$
Number of 110 circuits	X \$25.00	\$
C	Defende Table 1 for mairing	Total
Games & Raffle Vendor: Number of 15'spaces	Refer to Table 1 for pricing  X \$	Total \$
Number of 110 circuits	X \$25.00	\$
rumber of 110 chedits	π ψ23.00	Ψ
Food Vendor:	Footage	Total
Space Size: Circle one	10SP* / 10 / 15 / 20 / 25 / 30	\$
Number of 110 circuits	X \$30.00	\$
Number of 220 circuits	X \$100.00	\$
*Please contact Food/Space Chair be	fore selecting 10SP	
TOTAL ENGLOSED.		¢.
TOTAL ENCLOSED:		\$
MAKE CHECK PAYABLE TO:  MAIL TO:	,	
and agree to all enclosed rules and reg	unity Festival Vendor's Contract Agreement, you are here ulations of the Muskego Community Festival. Violation of ision to request your immediate removal from the festival	or non-compliance of these rules will
SIGN	DATE	
	For Committee Use Only:	
	For committee osc omy.	
Date Received	Check #	Amount: