

June 9, 2021

Dear Friend,

The 34th 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, 27th, 28th and 29th. The festival is organized and executed by eight 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 2nd walk/run - Brew Run 5K and a competitive cornhole tournament. We have also partnered again with carnival vendor, Spectrum Carnival.

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 July 15th, 2021 to be placed in same location or as close as possible to previous years location.** Vendor applications will be reviewed **after** the July 15th 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:

Scott & Julie Lago
Food/Space Chairmen
PO Box 167,
Muskego, WI 53150
Email: jlago@acosta.com
Phone: 262/389-1838

June 9, 2021

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 2021 Muskego Community Festival d.b.a DandiLion Daze Rules and the 2021 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:

Scott & Julie Lago,
Food/Space Chairmen
262/389-1838
jlago@acosta.com

2021 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 July 15th 2021. 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 23rd. 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):

Tuesday	Aug 24 th ,	5:00 p.m. - 8:00 p.m.
Wednesday	Aug 25 th ,	5:00 p.m. - 8:00 p.m.
Thursday	Aug 26 th ,	5:00 p.m. - 8:00 p.m.
Friday	Aug 27 th ,	12:00 p.m. - 3:00 p.m.

11. All vendors must be in place no later than 3:00 p.m. Friday, August 27th and must stay intact until C.O.B. on Sunday, August 29th. 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

Friday August 27th 5:00 p.m. - 11:30 p.m.

Saturday August 28th 11:00 a.m. - 11:30 p.m.

Sunday August 29th 12:00 p.m. - 6:00 p.m. (Parade starts at 11:00 a.m.)

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 31st, 2021. 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 50-75 feet 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 July 15th, 2021 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

2021 FEE SCHEDULE

Vendor Type Before July 15th \$75.00 After July 15th \$150.00 General Merchandise

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

GAME AND RAFFLE VENDORS

Vendor Type Before July 15th \$150.00 After July 15th \$225.00 Game & Raffle Booth

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 July 15th, 2021 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.

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 2021 FLAT RATES

\$325 for 10ft
\$375 for 15ft
\$490 for 20ft
\$605 for 25ft
\$720 for 30ft

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

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.

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

**2021 MUSKEGO COMMUNITY FESTIVAL d.b.a.
DandiLion Daze BOOTH SPACE RENTAL
AGREEMENT/CONTRACT**

FESTIVAL SCHEDULE

Friday August 27th 5:00 pm - 11:30 pm
Saturday August 28th 11:00 am - 11:30 pm
Sunday August 29th 12:00 pm - 6:00 pm

Location: Veterans Memorial Park, Adjacent to Muskego City Hall/Police Dept. between Racine Ave & 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!

Vendor Type Before July 15th \$75.00 After July 15th \$150.00 General Merchandise

Vendor Type Before July 15th \$150.00 After July 15th \$225.00 Game & Raffle Booth

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

Food & Beverage 2021 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

2021 Muskego Community Festival
d.b.a. DandiLion Daze
Booth Space Rental
Application/Contract

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Alternate Phone: _____ Email: _____

List food/beverage products or merchandise 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 \$

Games & Raffle Vendor: Refer to Table 1 for pricing Total Number of 15' spaces X \$ \$ Number of 110 circuits X \$25.00 \$

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 before selecting 10SP*

TOTAL ENCLOSED: \$

MAKE CHECK PAYABLE TO: Muskego Community Festival.

MAIL TO: Scott & Julie Lago,
Food/Space Chairmen
P.O. Box 167
Muskego, WI 53150

By signing the 2021 Muskego Community Festival Vendor's Contract Agreement, you are hereby acknowledging that you have read and agree to all enclosed rules and regulations of the Muskego Community Festival. Violation or non-compliance of these rules will result in the Festival Committee's decision to request your immediate removal from the festival grounds. Such removal may result in your inability to return in future years.

SIGN _____ DATE _____

For Committee Use Only:

Date Received _____

Check # _____

Amount: _____