

SPACE RENTAL CONTRACT

**Oneida County Fair - 315 S. Oneida Ave #202 Rhinelander, WI 54501**

2021 FAIR DATES: Thursday, July 29 – Sunday, August 1

This contract is entered into on the date on which it is signed by the last required signer, by and between County (“County”); and the Lessee listed below. Lessee shall be either a formal business entity such as corporation or limited liability company, or, all individuals, if there is no such business entity. It is agreed between the parties that good and valuable consideration for this contract exists.

The County hereby leases to the Lessee the following space at the Oneida County Fair, held at the Pioneer Park Fair Grounds, Rhinelander, Wisconsin.

*PORTION BELOW TO BE FILLED OUT BY LESSEE BEFORE ANYONE SIGNS THIS CONTRACT*

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**Lessee**  *(If not a formal business entity such as* ***Contact Person*** *– PLEASE PRINT*

*corporation or LLC, please list names of all*

*individuals.)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mailing Address** **City** **State** **Zip**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone numbers**-include area code **Email address**

Home Work Cell

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Other Names, If Applies**

Booth Type? Tent Trailer Show Booth Other (describe)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Complete list of all types of items or services offered: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Please Check Category and Space**

**\_\_\_ Food Vendor**

\_\_\_ Space Size: 10 x 20' Fee: $250

\_\_\_ Space Size: 20 x 20' Fee: $400

\_\_\_ Space Size: 30 x 20' Fee: $550

**\_\_\_ Merchandise/Service Vendor**

\_\_\_ Space Size: 10 x 10' Fee: $150

 \_\_\_ Space Size: 20 x 10' Fee: $200

 \_\_\_ Space Size: 30 x 10’ Fee: $250

**\_\_\_** **Non-Profit Vendor** *(Non-profit organization providing information but not selling anything)*

 \_\_\_ Space Size: 10 x 10' Fee: $25

**Set Up: Lessee shall arrive and begin setting up at, or within one hour after \_\_\_\_\_\_\_\_­­\_\_\_(time) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_(day). (Please see the set up rules below before completing this section.)**

**All spaces are outdoors. Lessees shall provide own shelter and furnishings.**

***FOR SAFETY OF LESSEE AND OTHERS,***

 ***LESSEE MUST SAFELY STAKE OR SECURE SHELTER TO GROUND IN CASE OF INCLEMENT WEATHER***

**Please Check All That Apply:**

Electric is needed - Complete the worksheet in this packet

Lessees that are Food Vendors shall provide a Food Service Permit.

🞏 Lessees selling any type of merchandise shall provide a Wisconsin Sellers permit from the State Department of Revenue.

Camping Space Size **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** $30 plus Electric (***Those who camp shall not discharge gray water, sewage or other waste at the Fair Site.)***

 Camping Unit Type \_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (i.e., camper, tent, etc.)

Certificate of Liability Insurance form is attached

**Vendor Work Sheet**

Food Vendor - $250 (10x20); $400 (20x20); $550 (30x20) $\_\_\_\_\_\_\_\_\_\_\_

Merchandise/Service Vendor - $150 (10x10); $200 (20x10); $250 (30x10) $\_\_\_\_\_\_\_\_\_\_\_

Non-Profit Vendor - $25 (10x10) $\_\_\_\_\_\_\_\_\_\_\_

Camping Fee - $30 $\_\_\_\_\_\_\_\_\_\_\_

Camping Electric Fee - $30 $\_\_\_\_\_\_\_\_\_\_\_

Electrical Needs Worksheet Total $\_\_\_\_\_\_\_\_\_\_\_

**Total Due: $\_\_\_\_\_\_\_\_\_\_\_**

 ***Attn: Your spot will not be held until payment is received.***

For Vending or Electrical Questions, please call: 815-382-6514, Tom Barnett, Fair Coordinator

PORTION BELOW TO BE FILLED OUT BY COUNTY BEFORE ANYONE SIGNS THIS CONTRACT

Please return this contract within 30 days of issue. The County reserves the right of final approval of all products or services to be rendered, before and during the Oneida County Fair.

1. TERM. The fair shall be open from \_5:00 PM\_(time) on \_July 29\_(date) until \_6:00 PM\_(time) on \_August 1\_(date.) If Lessee is a food vendor, Lessee shall be open each day of the fair. If Lessee is a food vendor, lessee shall be open for all hours of the fair. If Lessee will not sell food, Lessee shall be open on the days specified above (either all days of the fair, or just Saturday). If Lessee will not sell food, Lessee shall be open all hours of the fair on the days that Lessee attends the fair, except that Lessee may, but shall not be required to, be open during fair hours that are after 8:00 p.m. Lessee shall not leave leased spaces unmanned at any time during which Lessee is required to be open. SET UP shall take place prior to the opening of the fair on the first day that Lessee will be attending. Set up shall take place at one of the following times: a. The Tuesday before the fair, between 8:00 p.m. and 10:00 pm; b.The Wednesday before the fair, between 8:00 a.m. and 8:00 p.m.; or, the Thursday on which the fair begins, between 8:00 a.m. and 3:00 p.m. Take down and removal shall take place after 8:00 p.m. on the last day that Lessee will be attending the fair, except that those attending through Sunday may take down and remove their items after 6:00 p.m.

2. INDEPENDENT CONTRACTOR. It is agreed that Lessee is an independent contractor and is not an employee of County. It is also agreed that Lessee will obtain and provide to County in advance of the fair a federal employer identification number or numbers, or, if Lessee has no federal employer ID number, a social security number or numbers

3. FEE. Lessee agrees to pay the County a total of $\_\_\_\_\_\_\_\_\_\_\_. The amount owed is due with return of this contract. This payment is non-refundable. You are responsible for your own extension cords.

4. LIMITATION ON USE. The Lessee agrees to exhibit or sell only those items listed above. Lessee is prohibited from consuming, offering, selling or furnishing any alcoholic beverage on the premises. Lessee shall conduct itself in a reasonable non-obscene and safe manner.

County reserves the right to cancel this contract if in its sole judgment the business or exhibition carried on by the Lessee, or the manner of conducting the same, is not as represented at the time of the making of this contract or is in violation of this contract. Upon County providing notice to Lessee of cancellation under this paragraph, Lessee shall remove all personal property, either immediately, or following the end of the fair, as directed by County. Personal property not removed within 48 hours of the end of fair shall be treated as abandoned and shall become the sole property of County. In the event that Lessee abandons property, Lessee shall be responsible for all costs of the County in removing, storing and disposing of such property. The foregoing shall not relieve Lessee of the duty of removing property. The remedies under this section are in addition to all remedies allowed under other portions of this contract, and all remedies available under the law.

5. TAXES, FEES AND PERMITS. Lessee shall be solely responsible for paying all federal, state and local taxes, assessments and fees arising from or in connection with its business and other activities at its sole cost and expense. Lessee shall also be responsible for procuring any and all necessary permits and licenses at its sole cost and expense.

Lessee’s selling any type of merchandise must obtain and display a Wisconsin Sellers permit from the State Department of Revenue at their sole cost and expense. Food vendors must obtain from the Oneida County Health Department and display a Food Service Permit . Copies of all required permits shall be sent with this contract

6. INSURANCE.Lesseeagrees to maintain liability insurance policies in at least the amount of $500,000 each during the entire term of the contract and agrees to keep on file with Oneida County an active certificate showing proof of said insurance. Lessee also agrees to provide Oneida County with 30 days notice of any intent to cancel any such policy. The above language concerning the requirements of 30 days notice shall not in any way be deemed to authorize Lessee to, at any time during the term of this contract, be without the insurance as required above. The liability of the County shall be limited in accordance with statutory liability accorded counties under the applicable sections of the Wisconsin Statutes.

Lessee also agrees to keep on file with Oneida County an active certificate showing proof of said insurance. Lessee also agrees to provide Oneida County with 30 days notice of any intent to cancel any such policy. The above language concerning the requirement of 30 days notice shall not in any way be deemed to authorize Lessee to, at any time during the term of this contract, be without insurance as required above.

7. INDEMNIFICATION: Lessee shall indemnify Oneida County, its elected and appointed officials, employees and agents and hold them harmless from and against any and all claims, demands, penalties, expenses, losses, damages, fees, charges, liability and costs of defense, arising from or incurred because of Lessee’s actual or alleged actions or omissions with respect to the premises. Lessee assumes all risk of liability arising from or in connection with its business and other activities at the premises, and assumes and shall bear all risk or loss or damage to, or theft or destruction of, its equipment and personal property at the premises.

8. PROHIBITION AGAINST ASSIGNMENT. Lessee shall not assign this contract or sublease any portion of the premises to any other person without the written authorization of the Committee.

9. PARKING. Lessee agrees to park vehicles in spaces directed by fair officials.

10. FOOD VENDORS. The Committee will NOT PAY any bills for lunches or dinners that are not accompanied by a Food Voucher.

If Lessee is a Food Vendor, Lessee agrees to submit to any and all inspections by the Oneida County Department of Health and other agency with authority prior to and during the Oneida County Fair.

11. REMOVAL AT END OF FAIR. All personal property of Lessee shall be removed from fairgrounds by **\_12:00 p.m. on Monday 8-2\_\_\_\_\_** after the close of the fair. In the event that any items remain after said time, it shall be deemed a default of contract by Lessee. Personal property not removed within 48 hours of the receipt of notice shall be treated as abandoned and shall become the sole property of County. In the event that Lessee abandons property, Lessee shall be responsible for all costs of the County in removing, storing and disposing of such property. The foregoing shall not relieve Lessee of the duty of removing property. The remedies under this section are in addition to all remedies allowed under other portions of this contract, and all remedies available under the law.

12. DEFAULT. Default in the payment of any portion of the written specified consideration when the same is due, or other default, shall give County the right to re-enter upon said leased space without legal process, with or without notice and take possession of the same and to re-rent said space and re-sell said privilege and all sums paid under the contract together with all rights under this contract shall under re-entry become forfeited to the County. In the event of re-entry, County shall give notice of re-entry to Lessee. Upon County providing notice to Lessee of re-entry under this paragraph, Lessee shall remove all personal property immediately. Personal property not removed within 48 hours of the receipt of notice shall be treated as abandoned and, together with remedies at law, County shall have the right to dispose of any such personal property, in its sole discretion as it sees fit, including, but not limited to, retention of ownership of said property by County, sale of said property by County, with County to retain the proceeds, and discarding of said property. In the event of abandonment of said property, Lessee shall be responsible for all costs of storage, removal and disposal. In the event of such action, the Lessee agrees to waive all damages and claims on account of such action.

13. APPEARANCE AND REFUSE. Lessee must keep its space neat and sanitary and pick-up all debris in and around its space.

Displays shall not obstruct neighboring displays or project ahead of neighboring booths. All aisles and pedestrian walkways on the Fair grounds must not be obstructed in any way.

No smoking shall be allowed in any buildings. All food service employees must confine their smoking to outside areas of their stands.

14. TENTS. All tents used at the Fair must be flame retardant and must be NFPA 701 compliant.

15. FIRE EXTINGUISHERS. All food vendors are required to have a K-type fire extinguisher in the food stand at all times. All vendors of any nature must have a 5 lb. ABC fire extinguisher in their space at all times. Food vendors are required to have both types of fire extinguishers. Any compressed air tanks must be chained and secured.

16. IDENTIFICATION AND SIGNS. All signs must be plain and neat. All exhibits must have a sign or banner identifying its business organization in a prominent location and all price lists must be displayed in a prominent location. No distribution of handouts, flyers or heralds shall be allowed upon the Fair grounds. The posting of any advertisement, signs, posters, banners, etc. shall only be allowed by Lessee shall only be allowed within Lessee’s contracted space.

17. GOVERNING LAW AND JURISDICTION.This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin. Lessee hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Oneida County, Wisconsin.

18. NOTICES. Any notice required by this contract shall be made in writing to the following address:

 County: Oneida County Fair

 315 S. Oneida Ave #202

 Rhinelander, WI 54501

 Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of County and Lessee.

19. NON-DISCRIMINATION. During the term of this contract the Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status, or based on any other factor, if discrimination based on such factor is prohibited by any applicable law or regulation.

20. WAIVER. A waiver by either County or Lessee of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party’s rights with respect to any other or further breach.

21. SEVERABILITY. The invalidity, illegality or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract or any task order. Any void provision shall be deemed severed from this contract and the balance of this contract shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire contract from being void should a provision which is of the essence of this contract be determined void.

22. INTEGRATION. This contract, including issued task orders (and their respective attachments, if any), represents the entire and integrated contract between County and Lessee. It supersedes all prior and contemporaneous communications, representations and contracts, whether oral or written, relating to the subject matter of this contract.

23. SUCCESSORS AND ASSIGNS. County and Lessee each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this contract and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this contract.

24. CAPTIONS: The parties agree, that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

25. NO CONSTRUCTION AGAINST EITHER PARTY: This contract is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

26. STANDARD OF CARE. The same degree of care, skill, and diligence shall be exercised in the performance of the services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

27. SURVIVAL. The terms and conditions of this contract shall survive completion of the services under this contract or any termination of this contract.

28. ASSIGNMENT. Neither Lessee nor County shall assign any rights or duties under this contract without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, Lessee may assign its rights to payment without County’s consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract. Nothing contained in this article shall prevent Lessee from engaging independent consultants, associates and subcontractors to assist in the performance of the services.

29. MULTIPLE ORIGINALS. This contract may be executed in multiple originals, each of which, together shall constitute a single contract.

30. NO PARTNERSHIP OR JOINT VENTURE. This contract shall not in any way be deemed to create a partnership or joint venture between the parties to the contract.

31. STATUTORY PROTECTIONS. It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the

County, of any immunity, liability limitation or other protection, available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

32. COMPLIANCE WITH LAWS. Lessee agrees to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

33. OPEN RECORDS LAW COMPLIANCE. Lessee understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Lessee. Lessee agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of Lessee shall be at its sole cost and expense.

34. PLURAL. The term “Lessee”, as used in this contract shall mean each Lessee under this contract. A breach of this contract by any Lessee under this contract shall be deemed a breach of contract by all Lessees under this contract.

35. COVID 19. In the event that Oneida County, in its sole judgment, determines at any time that,

 because of the Covid 19 virus, it would be inadvisable to conduct the fair or fairs which are thesubject of this contract, it may terminate this contract with regard to any or all fairs which are the subject of this contract at no cost or expense and with no obligation to the other party to this contact. In the event of such cancellation, any deposit made by Lessee shall be returned.

**SIGNATURE OF LESSEES (Each must sign):**

Lessee Printed Name: ­­ Signature Date: (SEAL)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)**

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**NOTE: PLEASE SIGN, DATE, AND RETURN CONTRACT WITH YOUR PAYMENT AND COPIES OF REQUIRED PERMITS TO: (Make Checks payable to: Oneida County Fair):**

 Oneida County Fair

 315 S. Oneida Ave #202

 Rhinelander, WI 54501

For Vending or Electrical Questions, please call: 815-382-6514, Tom Barnett, Fair Coordinator

ONEIDA COUNTY, by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dave Hintz, Chair, Oneida County Board of Supervisors Date

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Bob Mott, Chair, Oneida County Conservation Date

and UW-EX Education Committee

**Email:** **oneidacountyfair@gmail.com** **- Fax: 715-365-2760 - Website:** [**www.ocfairwi.com**](http://www.ocfairwi.com)

***Thank You For Supporting The Oneida County Fair!***