



KENOSHA TALL SHIPS® 2019 FOOD VENDOR KIT

Event Dates: August 1 – 4, 2019

Kenosha Lakefront at Harbor Park and Kenosha Yacht Club.

KENOSHA TALL SHIPS® 2019 is seeking a unique line-up of FOOD VENDORS to showcase both the City of Kenosha, our Wisconsin history, and that of our visiting ships - Cook Islands, Great Lakes, East Coast and Nova Scotia.

THANK YOU for considering this opportunity. We look forward to receiving your application!

1. APPLICATION PROCESS

A complete FOOD VENDOR Application must be received by Friday, April 12, 2019 via the mailing address noted below. FULL PAYMENT of all vending fees, a completed Wisconsin Operator & Seller Information (if applicable) form, and proof of insurance must be submitted with the Application. Applications received without these items will not be considered. Email notification of acceptance or non-acceptance will be made to all applicants the week of April 26, 2019. Applicants not accepted will receive their original payment check back with the written notification. Accepted applicants' checks will be deposited at that time. Checks returned due to non-sufficient funds will result in non-acceptance of the application and a returned check fee of \$50.00 charged to the applicant.

FOOD VENDOR Selection: By submitting an application, each FOOD VENDOR agrees to all terms and condition as well as rules and regulations within the entire application. Receipt of application does not ensure entry.

Application Remittance Instructions –

PLEASE INCLUDE THE FOLLOWING ITEMS AT ONE TIME FOR CONSIDERATION. MISSING ITEMS WILL TAKE YOUR APPLICATION OUT OF CONSIDERATION.

1. Completed Application form, including vending proposal with menu description and pricing, or food truck dimensions and photo, full signature on the final page.
2. [Wisconsin Temporary Event Operator and Seller Information](#)
3. Include current Certificate of Insurance (see Rules/Insurance and Terms/#10 below). If certificate lapses prior to the date of the event, an updated certificate must be provided prior to the event.
4. Include check payable to City of Kenosha for full payment of vending fees.
5. Mail all of the above materials to: City of Kenosha / KENOSHA TALL SHIPS® 2019, 625 52nd Street, Room 300, Kenosha, WI 53140

*PLEASE NOTE: Applications must be postmarked no later than Friday, April 12, 2019.

2. EVENT & FOOD VENDOR SCHEDULE

Wednesday, July 31	12N – 8pm	Festival set-up (tents, barricades, etc.)
Thursday, August 1	12N – 3pm	FOOD/DRINK VENDOR set-up
Thursday, August 1	3pm – 8pm	Parade of Sail and after-hours activities (*Select FOOD/DRINK VENDORS only)
Friday, August 2	10am – 6pm	Festival and after-hours activities - all food/drink vendors open
Saturday, August 3	10am – 9pm	Festival hours. Post festival ship receptions 7-9pm - no food/drink vendors open
Sunday, August 4	10am – 6pm	Festival hours.

3. GENERAL FOOD VENDOR EVENT INFORMATION

1. **SIGNAGE:** FOOD VENDORS must supply and post clearly their own menu and price signs within their space. Handwritten signs are NOT PERMITTED.
2. **STAFFING:** FOOD VENDORS are required to have a minimum of one person staffing their space at all times during open festival hours. Festival hours are Thursday, August 1, 3pm –8pm (*select FOOD VENDORS only), Friday, August 2, 10am - 9pm, Saturday, August 3, 10am-6pm, and Sunday, August 4, 10am-6pm. FOOD VENDORS are responsible for ensuring that all event rules and guidelines are communicated and adhered to by staff members.
3. **STAFFING CREDENTIALS:** Each FOOD VENDOR will be given access badges to enter the grounds. Please turn them in daily so they are available for your staff on succeeding festival days.
4. **WATER:** There is no running water available on the event grounds. FOOD VENDORS are responsible for providing water necessary for cooking, cleaning and other operations according to health regulations.

5. **GARBAGE: KENOSHA TALL SHIPS® 2019 is a no-waste, low carbon event.** A recycling program will be in place. FOOD VENDORS are responsible for their own garbage/recycling receptacles and liners. The event will provide dumpsters in a designated area to deposit food trash, garbage and recyclables (blue bags required for recycle area use). FOOD VENDORS are responsible for transporting garbage to this area; Event will NOT transport FOOD 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. Use of solar power or renewable energy, if applicable is appreciated.

6. **SECURITY:** There will be security on-site daily and roaming security overnight. KENOSHA TALL SHIPS® 2019 will not be responsible for FOOD VENDOR property or materials. Please secure your space accordingly.
7. **EVENT BREAK DOWN:** FOOD VENDORS are not permitted to begin breaking down their space until the official closing time of the festival, Sunday at 6pm. 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 for FOOD VENDORS after 8:00pm on Sunday. Breakdown must be fully completed by 10:00pm Sunday.
8. **CANCELLATION POLICY:** Cancellations must be submitted in writing. If you have been accepted as a FOOD VENDOR, fees are 50% refundable until June 3, 2019. No refunds will be permitted after June 3, 2019.
9. **TENTS:** Shared tent space will be provided for serving areas and food sales for 5 FOOD VENDORS in two tents. Each FOOD VENDOR will also have a 10 x 10 space behind the serving area for cooking.

4. RULES AND REGULATIONS - DEPENDING ON WHAT YOU ARE VENDING:

1. **TERMS AND CONDITIONS:** By submitting an application each FOOD VENDOR agrees to all terms and conditions as well as rules and regulations within the entire application.
2. **UNIQUE CUISINE:** FOOD VENDORS are encouraged to be a reflection of the theme of the festival global cuisine, particularly the Cook Islands and New Zealand, Nova Scotia, Wisconsin, and east coast United States.
3. **SALES:** All sales are on a credit card or cash basis (your choice) - there is no ticket system at Kenosha Tall Ships® 2019. FOOD VENDORS are welcome to use personal wireless technology to accept credit cards. *Please note:* Event offers **no guarantee** of Internet access on site. FOOD VENDORS are responsible for all state and local sales taxes. *NOTE: A completed [Wisconsin Temporary Event Operator and Seller Information](#) form is required per sec. 73.03(3), Wis. Stats and must be submitted with application.

4. **BEVERAGE:** Soft drinks and bottled water may be sold by FOOD VENDORS but must be purchased through KENOSHA TALL SHIPS® 2019 **by the case**. Beer and wine products are sold exclusively by the Shriners on behalf of KENOSHA TALL SHIPS® 2019. No other alcoholic beverages are permitted on the event grounds.

Please note: Only Pepsi products will be provided.

<u>Beverage Price by the Case (Only)</u>	<u># of Bottles/case</u>	<u>Festival Price/Bottle</u>
Gatorade 20 oz (24 pack) \$48.00/case	24	\$3.00
Aquafina 20 oz (24 pack) \$48.00/case	24	\$3.00
Pepsi 20 oz (24 pack) \$48.00/case	24	\$3.00
Tropicana 15 oz (12 pack) \$30.00/case	12	\$3.00
Schweppes 1 liter (15 pack) \$33.75/case	15	\$3.00

Please Note: Vendor is responsible for all taxes.

5. **INSURANCE:** FOOD 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 the City of Kenosha and Board of Public Works as additionally insured (see Contract Terms - Section 5 below).
6. **SET UP/BOOTH ACCESS:** FOOD VENDOR set up is Thursday, August 1, from 11am-2pm and Friday, August 2, 7am-9am. *Please note: Select food vendors will be operational on Thursday, August 1. You will be notified on acceptance of your application.* Electrical power will be switched on by 8am Friday. FOOD VENDORS must check in with KENOSHA TALL SHIPS® 2019 staff at the FOOD VENDOR Entrance before entering the grounds. Vehicles may be used to transport materials onto the grounds and enter only from the FOOD VENDOR Entrance. No vehicles will be permitted on the grounds after 3pm on Thursday. FOOD VENDORS must be fully set up and operational by Friday at 9am for health and fire inspections, as applicable, and by 9am on Saturday and Sunday. Vehicles will be permitted on the grounds for restocking booths on Saturday and Sunday from 7am-9:00am only. **No Exceptions.**
7. **HEALTH CODE REQUIREMENTS:** Permits and compliance are the responsibility of the FOOD 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 TALL SHIPS® KENOSHA 2019 website for a link to on-line requirements and application.
8. **FIRE CODE REQUIREMENTS:** Fire extinguishers and heavy-duty electrical extensions cords are required in every vending space and must be supplied by FOOD VENDOR. For fire code requirements, contact the Kenosha Fire Prevention Bureau at (262) 653-4110 or visit the KENOSHA TALL SHIPS® 2019 website for a PDF document of the requirements.
9. **FOOD VENDOR PARKING:** A designated lot for FOOD VENDOR parking will be provided near the event site. Each FOOD VENDOR will receive two parking passes for this lot and space is on a first-come, first-served 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.

5. 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 KENOSHA TALL SHIPS® 2019 (hereinafter "KTS19"), and the FOOD VENDOR Company described within this Application hereof (hereinafter "FOODVENDOR").

1. **FOOD VENDOR SPACE:** FOOD VENDOR hereby licenses from KTS19 the space described within this Application hereof and agrees that it will only use the space for the expressed purposes described in its Application in accordance with the terms and provisions of this Agreement and the rules and regulations issued by KTS19. FOOD VENDOR shall have the right to use the space designated on the official site layout of the KTS19 event located on a portion of the property designated for the period of time indicated. KTS19 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. FOOD VENDOR may not sublet space.
2. **DISRUPTIVE ACTIVITY PROHIBITED:** FOOD VENDOR agrees that in order to provide an environment suitable for a "family event", that FOOD VENDOR must conduct activities in compliance with the rules and regulations of the Event and this Agreement, as administered by KTS19 in the exercise of its judgment and discretion. Further, FOOD VENDOR agrees not to engage in any activity, which is deemed by KTS19 to be reasonably likely to be disruptive or adverse to the operations of other FOOD VENDORS or the general public.
3. **DEFAULT BY EXHIBITOR:** Upon a default by FOOD VENDOR of this Agreement, including the Rules and Regulations of this Agreement, KTS19 shall provide FOOD VENDOR with written notice of said default. Should FOOD VENDOR not immediately cure any breach, KTS19 shall have the right to prohibit FOOD VENDOR from entering the Event and from utilizing the FOOD VENDOR space. KTS19 shall, however, permit FOOD VENDOR to enter the premises to remove items at a mutually agreed upon time provided that KTS19 has not imposed a possessor lien hereunder.
4. **FOOD VENDOR'S DAMAGES LIQUIDATED:** FOOD VENDOR and KTS19 mutually agree that it is difficult to establish actual damages which may ensue from a breach of this Agreement by KTS19, or from a wrongful termination of FOOD VENDOR'S rights to enter the premises or to conduct its business at the Event and, accordingly, the parties mutually agree the FOOD VENDOR shall be entitled to receive as damages hereunder an amount equal to the FOOD VENDOR'S Fee as liquidated damages, and that FOOD 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 FOOD VENDOR, KENOSHA TALL SHIPS® 2019 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. FOOD VENDOR bears 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:** KTS19 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 FOOD VENDOR, and FOOD 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, FOOD VENDOR further agrees to pay to KTS19 any liquidated damages that KTS19 must pay to its lessor by reason of failure by FOOD VENDOR to remove its goods from the premises as specified. FOOD VENDOR hereby grants KTS19 a possessory lien on all property located on the Event premises as security for the payment of any amounts by KTS19 under this Agreement.
7. **CHANGES TO EVENT HOURS:** FOOD VENDOR agrees that KTS19 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 FOOD 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 KTS19's sole discretion. Such action by KTS19 shall not constitute a default hereunder and shall not entitle FOOD VENDOR to a refund or reduction of fees paid herein or damages of any description.
8. **TERMINATION BY FOOD VENDOR:** If FOOD VENDOR notifies KTS19 of its intent not to display/vend, or if FOOD VENDOR shall fail to make payments hereunder when due, or if FOOD VENDOR fails to physically occupy the allotted space at the required time, FOOD VENDOR shall thereupon forfeit its right to the use of such space and KTS19 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 FOOD VENDOR which are not refundable above as liquidated damages without liability or setoff of any kind on the part of KTS19.
9. **FORCE MAJEURE:** KTS19 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 KTS19. 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 KTS19 to conduct said Event, or if the conduct of said Event is interfered with, then, in either such event, KTS19 shall have no liability or obligation to FOOD VENDOR, except that if FOOD VENDOR'S show space has not been made available to it, KTS19 shall return to FOOD VENDOR any payments named under Paragraph (1) hereof after deducting there from a pro rata share of actual expenses incurred in connection with said Event.

10. **RULES AND REGULATIONS:** FOOD VENDOR shall receive from KTS19 prior to the Event an email FOOD VENDOR Package containing complete information on services provided by Event management and any other specific rules and regulations. FOOD 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. FOOD VENDOR also agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities affecting the space contracted herein. If FOOD VENDOR shall, in the judgment of KTS19, violate or fail to comply with any said rules and regulations or any said laws, code or regulation, of which fact KTS19 shall be sole judge, KTS19 may, at its discretion, and without notice to FOOD VENDOR , re-enter such space by force or otherwise, and terminate the right to use the same and remove FOOD VENDOR or any other occupant, and their property and effects, therefrom, and hold said space as if this Agreement had never been made; and FOOD VENDOR shall thereby and thereupon forfeit its rights in and to use of said space and to money already paid therefore, and KTS19 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 FOOD VENDOR .
11. **LIABILITY:** Neither KENOSHA TALL SHIPS® 2019, the ship companies, participating FOOD VENDORS or sponsors or the City of Kenosha, their employees, representatives or affiliates shall be liable or responsible for any injury to FOOD VENDORS, or their employees, or guests, or visitors while within the confines of the space or spaces contracted for by the FOOD 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 FOOD VENDOR area. FOOD 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 FOOD VENDOR. FOOD VENDOR 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 the City of Kenosha and Board of Public Works as additionally insured and submit said certificate with this Application. Address for Certificate of Insurance purpose shall be KENOSHA TALL SHIPS® 2019/City of Kenosha, 625 52nd Street, Room 300, Kenosha, WI 53140. The City of Kenosha shall be responsible or held liable for any loss or damage to FOOD 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 KTS19, and the FOOD 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.

A Kenosha Tall Ships® 2019 Food Vendor Contact Information

Company Name: _____

Copy for Vendor Sign at Event (please attach logo if you want it included): _____

(As you would like it to appear – maximum 34 characters and/or spaces)

Contact Person: _____ Title: _____

Address: _____ City: _____ State: _____

Zip: _____ Phone: _____ Website: _____

Cell: _____ Facebook Page: _____

Email _____

B. Food Vending Proposal, Menu & Pricing

Please provide a detailed description of your MENU or products that will be sold or promoted in your vending space at Kenosha Tall Ships® 2019 as well as their respective PRICES. **No alcohol sales are permitted by vendors and only Pepsi products purchased through Kenosha Tall Ships® 2019 are permitted. Only menu items approved by event management will be permitted on site.** As space is limited, VENDORS preferring to use concession trailers OR food trucks must include full dimensions in this proposal and will be reviewed on a case by case basis. We want to showcase Kenosha and Wisconsin with our food choices. Please be as descriptive as possible to show the best possible understanding of what your booth will provide to the overall event and guest experience. Photos, literature, and/or examples of prior vending experience are welcome. Please feel free to attach additional pages to this application if necessary.

MENU ITEM	PRICE
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Note: Include an extra sheet as needed.	\$

C. Space & Amenities Order

Five food vendors will share space in one of two 20 x 50' tents for food sales and serving. Each vendor will also have access to a 10' x 10' space behind the serving tent for cooking. In addition, electrical power will be provided. Fee is \$500. Please indicate the electrical service needed: 20amp 120 V; 30amp 1 phase, 50-amp 1 phase. NO PORTABLE GENERATORS. Electrical service will be available by 9:30am Friday, August 2nd unless other arrangements have been made.

- *Note: Utility storage trailer and vehicle parking are not permitted on event site. Larger spaces and customize set up to be reviewed on an individual basis. Please inquire. Parking will be available near the entrance to the festival. Two cars/vendor. Access before 10am only.*

FOOD VENDING SPACE	FEE	TOTAL
<input type="checkbox"/> Tent with Space for vending and prep - front and back – 40'd x 10'w Includes two 8' tables and two folding chairs & Two 20amp, 120v hook-ups*	\$500	\$ _____
<input type="checkbox"/> Food truck Space – up to 25'	\$500	\$ _____

QUANTITY* (Please list electrical needs)

- | | |
|--------------------------------------------------------------|-------|
| <input type="checkbox"/> Electrical Service – 20-amp 120V | _____ |
| <input type="checkbox"/> Electrical Service – 30-amp 1 Phase | _____ |
| <input type="checkbox"/> Electrical Service – 50-amp 1 Phase | _____ |

TOTAL DUE: \$ _____

D. Vendor Authorization

I agree to abide by all terms, conditions, rules and regulations governing Kenosha Tall Ships® 2019 as printed above hereof which are part of this Application and further published rules and regulations. Acceptance of this Application by Kenosha Tall Ships® 2019 constitutes a binding contract. Application is not a guarantee of acceptance.

Name: _____ Title: _____
 Signature: _____ Date: _____

For Kenosha Tall Ships® 2019 only

Application Receipt Date: _____ Check No: _____ Accepted by: _____ Date: _____

Wisconsin Temporary Event Operator and Seller Information

Information on this form is required under sec. 73.03(38), Wis. Stats.

Instructions on reverse side.

E V E N T O P E R A T O R	<p>PART A: Event Information: To be completed by the operator of the temporary event</p> <p>1. Name of Temporary Event <u>Kenosha Tall Ships® 2019</u></p> <p>2. Date(s) of Temporary Event <u>August 1 - 4, 2019</u></p> <p>3. Location of Temporary Event (e.g., Venue, City) <u>Kenosha, Wisconsin</u></p> <p>PART B: Operator Information: To be completed by the operator of the temporary event City of Kenosha</p> <p>1. Name and Address <u>625 52nd Street, Room 300, Kenosha WI 53140</u></p> <p style="padding-left: 150px;"><u>262 653-4177</u></p> <p>2. Daytime Telephone Number () _____</p> <p>3. Email Address <u>KKochman@kenosha.org</u></p> <p>4. Wisconsin Tax Account Number <u>39-6005481</u></p> <p>If blank, check appropriate box:</p> <p><input checked="" type="checkbox"/> No Taxable Sales <input type="checkbox"/> Exempt under Occasional Sales Rule <input type="checkbox"/> Exempt Nonprofit Organization</p> <p><input type="checkbox"/> Other – Explain: _____</p>						
S E L L E R	<p>PART C: Seller Information: To be completed by seller and given to event operator on or before the first day of event.</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-bottom: 10px;"> THIS IS NOT AN APPLICATION FOR A WISCONSIN TAX ACCOUNT – SEE INSTRUCTIONS </div> <p>1. Legal Name _____</p> <p>2. Business Name _____</p> <p>3. Address (Street or Route) _____</p> <p>4. City, State and Zip Code _____</p> <p>5. Home Telephone Number () _____</p> <p style="padding-left: 20px;">Business Telephone Number () _____</p> <p>6. Wisconsin Tax Account Number _____ - _____ - _____</p> <p>7. Social Security Number <u>X X X - X X - _____</u></p> <p>8. Federal Identification Number (FEIN) <u>X X - X X X _____</u></p> <p>9. Check one box indicating the type of activity you intend to engage in at this event:</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Selling Taxable Merchandise or Service</td> <td><input type="checkbox"/> Display Only</td> </tr> <tr> <td><input type="checkbox"/> Selling Exempt Merchandise or Service</td> <td><input type="checkbox"/> Exempt under Occasional Sales Rule</td> </tr> <tr> <td><input type="checkbox"/> Direct Sellers, Company Name _____</td> <td><input type="checkbox"/> Nonprofit Organization</td> </tr> </table>	<input type="checkbox"/> Selling Taxable Merchandise or Service	<input type="checkbox"/> Display Only	<input type="checkbox"/> Selling Exempt Merchandise or Service	<input type="checkbox"/> Exempt under Occasional Sales Rule	<input type="checkbox"/> Direct Sellers, Company Name _____	<input type="checkbox"/> Nonprofit Organization
<input type="checkbox"/> Selling Taxable Merchandise or Service	<input type="checkbox"/> Display Only						
<input type="checkbox"/> Selling Exempt Merchandise or Service	<input type="checkbox"/> Exempt under Occasional Sales Rule						
<input type="checkbox"/> Direct Sellers, Company Name _____	<input type="checkbox"/> Nonprofit Organization						

I declare that the information on this form is true and correct to the best of my knowledge and belief and that I am authorized to sign this form.

Print Name: _____

Signature: _____ Date: _____

Information about temporary events, including forms, instructions and Common Questions can be found on the Department of Revenue's website at revenue.wi.gov/html/temevent.html. If you have additional questions, please contact the Department of Revenue by email at DORBusinessTax@revenue.wi.gov or telephone at (608) 266-2776. See reverse side for submission instructions.

**** Do not email event reports to maintain confidentiality of seller information ****

Instructions for Completing Operator and Seller Information

EVENT OPERATOR:

An "operator" is defined as a person or entity (such as an individual, association, partnership, corporation, or non-profit organization) that arranges, organizes, promotes, or sponsors an event. An operator may also be referred to as an organizer, exhibitor, or decorator. An operator may or may not be the owner of the property or premises where the event takes place. An operator may also be a seller at the event.

Note: A Wisconsin tax account number (formerly seller's permit) is required if selling taxable merchandise or services. Admission fees are subject to sales tax in Wisconsin.

Step 1: Complete Parts A and B.

Step 2: Provide a copy of *Wisconsin Temporary Event Operator and Seller Information* (Form S-240) with Parts A and B completed to each seller participating in your event.

To obtain additional copies of Form S-240 go to the Department of Revenue's website at revenue.wi.gov/forms/sales/index.html. If you prefer, you may use the fill-in form available from the same website.

Step 3: Submission – Event Operator.

Submit compiled vendor information to the department as soon as possible but no later than 10 days from event closing using one of the following methods:

- **Electronic Reporting:** If you have all the required sellers' information, use the Excel spreadsheet provided at revenue.wi.gov/html/temevent.html. (Excel viewer is available.) Fill in the information for all sellers participating at the event and submit using the department's secure file transmission application at revenue.wi.gov/eserv/wteptran.html or by U.S. Mail. **Do not email event reports to maintain confidentiality of seller information.**
- **Paper Reporting:** Mail completed Forms S-240 or a printed version of spreadsheet to:

Temporary Events Program
Wisconsin Department of Revenue
PO Box 8910
Madison WI 53708-8910

Revenue Field Agents attend temporary events to verify registration of sellers. Sellers must have evidence of their Wisconsin tax account number at the event.

SELLER:

A "seller" is defined as a person or entity involved with selling merchandise or providing taxable services at a temporary event. A seller may also be referred to as a vendor, exhibitor, or booth owner.

Important: This form is not an application for a Wisconsin Tax Account Number. If you do not already have a tax account number but are required to, you will need to apply for one directly with the Department of Revenue prior to the event. You can apply online or download an application, *Application for Business Tax Registration* (Form BTR-101) on the department's website, revenue.wi.gov/forms/sales/index.html. Not all sellers are required to obtain a Wisconsin tax account number. Some of the reasons a seller may not need a tax account number are:

- The seller only sells tax-exempt items, such as vegetables for home consumption.
- The seller is only displaying at the event, no onsite orders are being taken, and taxable merchandise is not later shipped into Wisconsin.
- The seller qualifies for the occasional sale exemption. (See Publication 228, *Temporary Events*.)

If you have questions regarding applying for a Wisconsin tax account number, contact any Department of Revenue office, visit our website, or call (608) 266-2776.

Step 1: Complete Part C (event operator should complete Parts A and B).

Line 1: Enter your individual, partnership, association, or corporate name.

Line 2: Enter your business name, if different.

Line 3: Enter the address of the physical location of your business. If different, also provide your mailing address.

Line 6: Enter your 15-digit Wisconsin tax account number. You can find this number on your Form ST-12.

This number is **not** your 6-digit seller's permit number issued to you prior to December 31, 2002.

Lines 7 & 8: Enter the last four digits of your social security number and/or federal employer identification number. This is required under sec. 73.03(38), Wis. Stats., if you do not provide a tax account number.

Step 2: Submit completed form to event operator on or before the first day of the event.