



Gardendale Civic Center, 875 Main St.  
 April 20 (5pm-10pm) & April 21, 2018 (10 am-5 pm)

## Arts/Crafts/Business Vendor Booth Application

### VENDOR BOOTHS WILL BE SATURDAY APRIL 21st ONLY.

Friday Nite Ignite: Limited food vendors, one stage live entertainment, midway carnival and 9:00 pm fireworks. Saturday: 3 stages of live entertainment and full schedule of events including arts/craft/business vendors (No vendors on Friday).

**DEADLINE** April 6, 2018

Company/Organization

Name: \_\_\_\_\_

Applicant(s) Name: \_\_\_\_\_

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

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

**E-mail** \_\_\_\_\_

Phone \_\_\_\_\_

*(Vendor information will not be sold or distributed to any third parties. Phone numbers are for festival Organizers only in the event of festival changes or if additional information is needed.)*

Please list the item(s) you wish to exhibit or give away at the Gardendale Magnolia Festival in the space provided below: **(REQUIRED)**

\_\_\_\_\_

Vendors may not give away bottled water or food items other than candy.

I am a RETURNING VENDOR \_\_\_\_\_ YES \_\_\_\_\_ NO

*\*New vendors must provide pictures of their items/booth setup.*

**ALL BOOTHS SUBJECT TO REVIEW BEFORE APPROVAL**

**PLEASE CHOOSE YOUR SPACE BELOW:**

All Exhibit Spaces are 10'x10'

Inside: Civic Center: (first come first served-limited)

| QTY  | \$ AMOUNT |
|--|-----------|
| _____ Aisle Booth(s) \$60.00.....  | _____     |
| _____ Corner Booth \$100.00.....   | _____     |
| _____ Non-Profit Aisle \$30.00(Limited spaces available).....                      | _____     |
| _____ Electrical Connection 120V, 20Amp connection \$20(You must provide cord).... | _____     |
| _____ Electrical Connection 240V, 50Amp connection \$35(You must provide cord).... | _____     |
| _____ Late Fee (if postmarked after 4/6/18) \$10.00.....                           | _____     |

Outside: Civic Center Complex Grass:

| QTY  | \$ AMOUNT |
|--|-----------|
| _____ Aisle Booth(s) \$60.00.....  | _____     |
| _____ Corner Booth \$100.00.....   | _____     |
| _____ Non-Profit Aisle \$30.00(Limited spaces available).....                      | _____     |
| _____ Electrical Connection 120V, 20Amp connection \$20(You must provide cord).... | _____     |
| _____ Electrical Connection 240V, 50Amp connection \$35(You must provide cord).... | _____     |
| _____ Late Fee (if postmarked after 4/6/18) \$10.00.....                           | _____     |

Outside: Street Level/GFBC Lot:

| QTY  | \$ AMOUNT |
|--|-----------|
| _____ Aisle Booth(s) \$60.00.....  | _____     |
| _____ Corner Booth \$100.00.....   | _____     |
| _____ Non-Profit Aisle \$30.00(Limited spaces available).....                      | _____     |
| _____ Electrical Connection 120V, 20Amp connection \$20(You must provide cord).... | _____     |
| _____ Electrical Connection 240V, 50Amp connection \$35(You must provide cord).... | _____     |
| _____ Late Fee (if postmarked after 4/6/18) \$10.00.....                           | _____     |

Total Number of booths and amount: \$ \_\_\_\_\_

*(Vendors need to provide their own racks/shelving/lattice work, etc to hang items and separate their booth from the others, if desired. No pipe and draping will be provided. You must provide your own tables/chairs. Nothing can be hung/taped to the wall. 10 x 10 spaces will be taped off.)*

(ALL EXTENSION CORDS MUST BE AT LEAST 100 FT LONG)  
***(Vendor to furnish own heavy-duty extensions.)***

**Tourism Data:**  
 I will be driving from \_\_\_\_\_ Town \_\_\_\_\_ State.  
 I plan to stay over \_\_\_\_ Fri \_\_\_\_\_ Sat night.  
 I will be staying in \_\_\_\_ Gardendale hotel \_\_\_\_\_ Fultondale hotel \_\_\_\_ RV \_\_\_\_\_ Other  
 \_\_\_\_\_ I am within driving distance and will drive back and forth.

Fill out and return **WITH WAIVER** to: Gardendale Magnolia Festival, Attention: **Amee Donald**,  
 PO BOX 445 Gardendale, AL 35071,  
 Questions: (205) 585-3915 **NO HAND DELIVERED APPLICATIONS WILL BE ACCEPTED**

Acceptance of Rules:

I/we the applicant(s) have read the "2018 Terms & Conditions" and "RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT" listed separately and agree to abide by said conditions.

Exhibitor's Signature \_\_\_\_\_ Date \_\_\_\_\_

*For Internal Use Only*

Accept    \_\_\_\_\_ Date    \_\_\_\_\_ Check #    \_\_\_\_\_ \$ Paid     Decline



## **ARTS & CRAFTS/BUSINESS VENDOR 2018 TERMS AND CONDITIONS**

**ACCEPTANCE POLICY** - The Magnolia Festival Committee reserves the right to reject, in whole or in part, and at any time, any exhibit or product of any individual, which in its opinion is questionable or objectionable to vendors or others by returning the space fee paid by the exhibitor. The Gardendale Magnolia Festival will not be liable for paying any travel expenses, lost revenue or any other liability whatsoever beyond the space fee paid by the exhibitor as a result of enforcing this provision.

**LOCATION OF EXHIBITS** –Gardendale Civic Center. Assignments will be given at registration. Some adjustments may be made so as not to place similar goods/vendors side by side. Adjustments may also be made to accommodate locations of electrical outlets. If the Gardendale Magnolia Festival deems it to be in the best interest of the festival, the GMF committee may assign the Exhibitor an alternate space prior to or during the festival. The decision of the GMF committee is final.

**DEFAULT IN OCCUPANCY** - In the event Exhibitor fails for any reason to install its exhibit in its assigned space, GMF has the right, at its sole discretion, to retain all sums previously paid by vendor. The GMF committee will make every effort to work with any Exhibitor experiencing a death, bodily injury or unforeseeable circumstance during the Gardendale Magnolia Festival.

### **SET UP TIMES & DISMANTLING -**

**FRIDAY SET UP/REGISTRATION-** Friday registration begins at 9 am inside of the civic center. \* Please note that all STREET BOOTHS must be set up on Saturday morning by 9:30 a.m. Street vendors can register at any time on Friday, but due to street closures that do not take place until Saturday morning, we are unable to accommodate set up on Friday. Saturday registration is 6 a.m.- 9:00 a.m. inside civic center. You must be set up by 9:30 a.m. on Saturday. Come early or on Friday, if possible. Register at Gardendale Civic Center-970 Main Street. Email about registering earlier on Friday with special permission.

**SATURDAY SET UP/REGISTRATION-** between 6 am and 9:30 am, but must be completely set up by 9:30. Highly recommend Friday set up due to large volume of arts and craft vendors blocking traffic on Saturday. If you must set up on Saturday, feel free to come by Friday between 9-5:00 and register and get your number and location to help prepare for set up. **\*\*\*Please note that due to the GMF 5K happening at the same time as set up, some roads will be closed. Saturday morning set up folks should use Bell Street or HWY 31 entrance to Civic Center from 6:45 am-7:45 am. The main entrance to the Civic Center on Main St. will be CLOSED during this time to through traffic. Check [magnoliafestival.org](http://magnoliafestival.org) for more information on road closures.**

The Gardendale Magnolia Festival, Civic Center, & City of Gardendale will not be held responsible for any items left overnight in an outside space. Security will patrol the area Friday night, but ultimate responsibility is yours.

**ALL EXHIBITS MUST BE COMPLETELY SETUP BY 9:30 a.m., -Saturday NO vendor will pack up before 5:00 p.m. on Saturday of festival.** Booths that ignore this rule will not be invited back next year. Booths must be packed up and vacated by 7:00p.m.Saturday. **No electricity is available unless requested/paid for through Magnolia Festival application process in advance.** The exhibitor is responsible for their own table, chairs and any signage.

**EXHIBIT AREA** - Nothing shall be nailed, stapled or otherwise affixed to inside walls, sidewalks or streets of the Festival area. Exhibitor's booth must conform to the size restrictions of the Festival and not interfere with walkways or adjacent booths in any way. All exhibits are to be in keeping with the overall **family-oriented** theme of the festival. Tents are highly recommended outside for protection against elements and overall look of festival. Alcohol is not allowed on Festival grounds. Exhibitor's booth must be open and staffed during entire Festival hours. No items will be sold the GMF deems dangerous or unsuitable for a family atmosphere. Any item(s) that the exhibitor does not voluntarily remove after notification, will be confiscated and returned at the end of the festival.

**FIRE, SAFETY & HEALTH REGULATIONS - Exhibitor agrees to comply with all fire codes and safety regulations. These codes will be inspected this year.** Exhibitors may request electrical power for an additional fee (*See attached registration form*). All extension cords used at the Festival must be supplied by the exhibitor and be the heavy duty three-wire type. Exhibitor should bring at least 100' in length for electrical hookup. All vendors are solely responsible for securing their electrical cords and similar cords/ropes for safety reasons. Minor First Aid will be available at the Festival.

**GENERAL - No food or beverages will be sold or given away without the Gardendale Magnolia Festival committee's approval.** Voice or music amplification systems are not allowed without prior approval.

**TAXES** - All exhibitors are solely responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the festival. Vendor understands that they are responsible for paying their own City, County & State taxes. Envelopes will be provided at registration from each governmental agency to submit the appropriate taxes. The City of Gardendale will not require any special licenses for this one-day event, however, city taxes are not exempt. A member of the GMF staff will come around on Saturday evening to pick up tax envelopes from each vendor.

**\*\*THERE IS A \$15 CHARGE FOR ALL RETURNED CHECKS\*\***

**If you have a GFB Church parking lot/street booth, be prepared to weigh your tent poles down in case of wind.** All GFBC parking lot/street spots will be pavement and will need weights on tents.

**This is a Rain or Shine Event and No Refunds Will Be Given for Weather Conditions.**

**\*\*\*\*IMPORTANT INFORMATION - PLEASE KEEP FOR YOUR REFERENCE\*\*\*\***

## **RELEASE and WAIVER of LIABILITY INDEMNITY AGREEMENT**

This agreement is made (month/date) \_\_\_\_\_, 2018 between (print your name here) \_\_\_\_\_, herein referred to as "Independent Contractor" and the Magnolia Festival. **IN CONSIDERATION FOR PARTICIPATION** in the **MAGNOLIA FESTIVAL**, the undersigned hereby agrees to the following:

1. Independent Contractor releases and forever discharges the **MAGNOLIA FESTIVAL**, its board of directors, agents, employees (including volunteers) and the City of Gardendale from all liability due to loss or damage and any claim or demand therefore, on account of injury or property damage sustained by any individual or entity resulting from the Independent Contractor's use of or participation in the **MAGNOLIA FESTIVAL**.
2. Independent Contractor agrees to indemnify and hold harmless the **MAGNOLIA FESTIVAL**, its board of directors, agents and employees (including volunteers) and the City of Gardendale from any loss, liability, damage or cost, including attorney fees, arising out of Independent Contractors participation in the **MAGNOLIA FESTIVAL**, whether caused or not by the negligence or willful act of the Independent Contractor or any other persons or entity.
3. Independent Contractor hereby assumes full responsibility for the risk of bodily injury, death or property damage relating from or arising out of Independent Contractors participation in the **GARDENDALE MAGNOLIA FESTIVAL**.
4. The undersigned further expressly agrees that the forgoing **RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT** is intended to be as broad and inclusive as permitted by the laws of the State of Alabama. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
5. Independent Contractor has read and understands the **RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT**, is authorized to and voluntarily signs the same.

\_\_\_\_\_  
Signature of Independent Contractor

Date \_\_\_\_\_