



# Gardendale Magnolia Festival 2012 May 5, 2012 Political Candidates Registration Form

Gardendale Civic Center 10:00 a.m-5:00 p.m.  
(Candidates can't choose the location of booth. Spot will be assigned at early registration inside civic center on Friday 9 am-7pm or Saturday 6 am-9 am.) No political vendor booth at Friday Nite Ignite.

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

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

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

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

**E-mail Address** (required) \_\_\_\_\_

Daytime Phone (include area code) \_\_\_\_\_ Evening Phone \_\_\_\_\_

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

**Booths must be manned at all times. Candidates are not permitted to walk around handing out material.** This is a general rule for ALL booth vendors. It is recommended that candidates have something to hand out in addition to political material such as balloons, key chains, candy, etc. All items must be approved before the festival or will be asked to remove and **must not be food or drink (including bottled water)** to be fair to our food vendors. Please list below any items given away. **Candy is permitted.**

### 2012 Candidates Booth Fees All Exhibit Spaces are 10'x10'

**Outside Space: check one**

\_\_\_\_\_ Aisle Booth only (no corner booths available) ..... @ \$ 150.00 each

**Inside Space:**

\_\_\_\_\_ Aisle Booth only (no corner booths available) ..... @ \$ 150.00 each

\_\_\_\_\_ Late Fee \$10 (If not postmarked by April 20, must email [kphillips1313@charter.net](mailto:kphillips1313@charter.net) prior to mailing to inquire if any space is still available.)

\* Make checks payable to the "Gardendale Magnolia Festival" & mail to:  
5237 Short Leaf Lane, Gardendale, AL 35071

**DO NOT DROP OFF APPLICATION TO CITY HALL, CIVIC CENTER OR CHAMBER OF COMMERCE. ALL APPLICATIONS MUST BE MAILED ONLY TO ADDRESS ABOVE AND POSTMARKED BY APRIL 4, 2012.**

*(NO CASH) FEES DUE WITH APPLICATION.*

**QUESTIONS?**

**E-mail: [kphillips1313@charter.net](mailto:kphillips1313@charter.net)**

**Acceptance of Rules:**

I/we the applicant(s) have read the "2012 Terms & Conditions" and "RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT" listed separately and agree to abide by said conditions.

\_\_\_\_\_  
Candidates Signature

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

Application Check No. \_\_\_\_\_ Amount Paid \_\_\_\_\_ Date Received \_\_\_\_\_

STATUS: Accept  Pending  Declined  Confirmation Sent \_\_\_\_\_

Comments: \_\_\_\_\_



# 11th Annual Gardendale Magnolia Festival Gardendale Civic Center | May 4-5, 2012

## **POLITICAL CANDIDATE 2012 TERMS AND CONDITIONS**

Please read carefully. We've made several changes and improvements.

**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** –Most political candidates will be on Main Street and Mt. Olive street, so you will need to be prepared with anchors for your tents to secure them from wind. No grass available to stake on the street. Assignments will be given at registration. Some adjustments may be made so as not to place to 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 at 9 am – 7pm inside of the civic center. \* Please note that all STREET BOOTHS must be set up on Saturday morning between 6-9 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 9:00 a.m. on Saturday. Come early or on Friday, if possible. Register at Gardendale Civic Center-970 Main Street.

**SATURDAY SET UP/REGISTRATION-** between 6 am and 9 am, but must be completely set up by 9:00.. 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 am-7:00 pm and register and get your number and location to help prepare for set up.

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 9:00 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. Exhibitors may not walk around selling/handing out info/samples outside their booth area.** 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. 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. County and State collectors **may** come around at end of festival to collect. If they do not, mail them in to the appropriate office when you pay your monthly sales tax. Do not attempt to give festival staff money envelopes.

**If you have a GFBC 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 Inclement Weather.**

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



# 11th Annual Gardendale Magnolia Festival

Gardendale Civic Center | May 4-5, 2012

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

This agreement is made (month/date) \_\_\_\_\_,  
2012 between

(print your name  
here) \_\_\_\_\_,

herein referred to as "Independent Contractor" and the Magnolia Festival. **IN CONSIDERATION FOR PARTICIPATION** in the GARDENDALE MAGNOLIA FESTIVAL, the undersigned hereby agrees to the following:

- 1. Independent Contractor releases and forever discharges the GARDENDALE 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 GARDENDALE MAGNOLIA FESTIVAL.**
- 2. Independent Contractor agrees to indemnify and hold harmless the GARDENDALE 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 Contractor's participation in the GARDENDALE 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 Contractor's 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.**

\_\_\_\_\_ Date \_\_\_\_\_

Signature of Independent Contractor