



18th Annual Gardendale Magnolia Festival

Gardendale Civic Center | April 26-27, 2019

Friday 5-10:00 pm, Saturday 10-5pm

(Friday) No arts and craft booths, 1 stage

(Saturday) Full Day of Festival Activities

(See website for more details www.magnoliafestival.org)

We have a contract with Coca Cola that states all soft drinks, bottled tea, and bottled water sold must be Coca Cola products. Lemonade and specialty drinks are exempt. The order form should print with this application. All Coca Cola products will be 20 ounce bottles and must be ordered from GMF; no canned drinks will be allowed. Coca Cola water is Dasani and bottled tea is Gold Peak. **Food Vendors cannot purchase Coca Cola products from outside source;** it must be ordered from GMF. Coca Cola will deliver the product to the festival on Thurs. We apologize for any inconvenience. Please do not hesitate to contact me with questions or concerns.

BEST MENU ITEM CONTEST: Please read! If you are a Magnolia Festival Food Vendor, please be prepared to give our volunteers one serving of your featured menu item to enter the contest around 2:30 pm. **Please participate-it takes just a minute so be ready at 2:30.**

Winner will receive a sign to put in front of booth and \$25 gift card. Feel free to display this award at other events for bragging rights. Winner will be awarded around 3:30. Winner will also be announced on Facebook and our website.

We will begin Friday Night Ignite with a professional carnival, one stage of live entertainment, and food vendors in the Gardendale First Baptist Church parking lot, while Vendor Village booths are being set up on the Gardendale Civic Center Complex inside and outside across the street. If you are a Saturday-only food vendor, you may set up on GCC Friday. It's an evening of live musical entertainment and fireworks on Friday from 5 pm-10 pm. Saturday will be a full day of festival activities including arts and craft booths/business booths (Vendor Village), pooch parade, 3 stages of live entertainment, carnival, ponies, classic car show, Kids 'n Art classes, and of course plenty of FOOD from 10:00 a.m. to 5:00 p.m. at the Gardendale Civic Center AND across the street at Gardendale First Baptist Church parking lot.

Please remember to have adequate signage listing all items and prices. If a customer cannot see/read what you have to offer and the prices as they walk by, they are likely to just keep walking b/c they know you don't have time to personally tell them what's on your menu. Signs must include all items being sold that day in LARGE lettering and all prices clearly marked. Please make signs look as professional as possible.

Do not place signage outside your paid space, especially in the road/traffic flow.

Everyone should anchor the tents in case of wind. The festival is not responsible for damage

due to inclement weather.

You do not have have an additional Jefferson Co. health dept. license or permit for this festival. GMF has applied for an exemption. **You still have to abide by all health department rules and have a general permit if you are handling meat or grease. If you are a Cottage Law business, you must provide us with a copy of your food handlers safety card and label your items according to Alabama Cottage Law rules.**

I have attached their very simple festival Food Vendor list form. Just put your concession name on line #1., your phone #, and list your menu items with prices. **(Don't forget to circle your featured menu item for our contest!)**

The fire marshal will inspect all food vendors to make sure they are abiding by fire safety rules and health department always has the option to show up.

Exhibit spaces are reserved on a first paid, first served basis. Each exhibitor must provide his or her own table, chairs, tent, and signage. Canopy tents required if you do not have a trailer/food truck for outside and must be secured if on concrete (Friday Night Ignite is all concrete). Electricity is available for an additional charge. **PER DAY, not per application.** Please fill out the application form and the sign the "Waiver & Liability form" and return to us with payment by deadline to: Gardendale Magnolia Festival, P.O. Box 445, Gardendale, AL 35071. **Alert: We ALWAYS fill up before the deadline so don't delay.**

We look forward to seeing our returning vendors and welcoming many new ones for what we know will be another successful Gardendale Magnolia Festival. If you need further information, please email Kathleen Phillips at gdalemagfest@gmail.com or call/text 205-514-6799 and leave a message. I will return your call as soon as I can.

Proceeds from Gardendale Magnolia Festival benefit college scholarships to high school seniors and local charities.

Sincerely,

Kathleen Phillips
Gardendale Magnolia Festival, President and Coordinator

Updated 11/18/19

Friday:

- * 1 Stage Live Entertainment
- * Midway Carnival
- * Food! Food! Food!

Saturday:

- * Food! Food! Food!
- * Midway Carnival
- * 150 Vendor Booths
- * 2 Stages Live Entertainment
- * Pooch Parade
- * 5K
- * Car Show
- * Free Art Classes
- * Free Kids Zone



2019 Annual Gardendale Magnolia Festival

The Total Family Experience

FOOD VENDOR 2019 TERMS AND CONDITIONS

Please read carefully.

ACCEPTANCE POLICY - The Gardendale 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. Do not call ahead asking for location of booth space.

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 that cancels due to a death in the family or bodily injury to self.

SET UP TIMES & DISMANTLING -

Friday and Saturday vending: Gardendale First Baptist Church on Friday night: Set up/registration may begin anytime Friday after 9:00 a.m.. and must be completely set up by 4:00 pm if vending on Friday at 5pm. Registration remains open until 6pm for Saturday vendors.

Saturday registration is 6 a.m.- 9:00 a.m. inside civic center. You must be set up and parked by 9:30 on Saturday. (*We are extending the deadline to set up.*) Register inside Gardendale Civic Center-857 Main Street.

Saturday Set Up:

We have MOVED the 5K race to another location so it will not be running through Mt. Olive and Main St. this year!

You can start setting up at 6am if you have already registered on Friday. Mt. Olive and Main Street will close to thru traffic at 6am Saturday with access on Main St. to civic center and church parking lot via crossing guards until 9:00.

If you can't set up on Friday or have a Street space, and must set up on Saturday, feel free to come by Friday between **9 a.m.-6:00** and register to get your number and location to help prepare for set up. If you need to register after 5pm, please call Kathleen at 2015-913-0538 or email her to make arrangements by Wednesday.

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.

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. The exhibitor is responsible for their own table, chairs and any signage.

VENDOR AREA - Nothing shall be nailed or stapled, 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 required if vendor doesn't have covered trailer/food truck 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.

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. Gardendale Fire department may call in advance to go over these safety rules.

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 in booth area without prior approval.

TAXES - Food vendors are responsible for paying 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. Tax collectors **will** come around at end of festival to collect starting at 4:00pm. There is usually a tax collector standing by the circle desk in the civic center starting at 4:00pm Saturday. **DO NOT GIVE YOUR ENVELOPES TO THE LADIES BEHIND THE DESK.** If they miss your booth, mail them in to the appropriate office when you pay your monthly sales tax. They will have a list of all our vendors.

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

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

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

Updated 11/18/18



RELEASE and WAIVER of LIABILITY INDEMNITY AGREEMENT

This agreement is made (month/date/year) _____,

between (print your name here _____),

herein referred to as "Independent Contractor" and the GARDENDALE 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 Contractors 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 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

*Vendor must supply own heavy-duty electrical extension cord of at least 100'.

*Generators will be allowed if silent.

*Large bags of ice are sold 2 minutes from venue at The Ice Hole in front of America's Thrift Store, 1315 Decatur Hwy, Gardendale.

***Gardendale Magnolia Festival has the right to refuse any vendor or product that is in conflict with festival or community standards.**

Picture of operation has been emailed (if new vendor for Magnolia Festival) _____ (check mark)
I understand menu signage must be displayed and in large lettering _____ (initials)

**Make checks payable to Gardendale Magnolia Festival and mail to:
Gardendale Magnolia Festival, P.O. Box 445, Gardendale, AL 35071**

Do not write in space below:

_____ Date received _____ Health Dept. form attached _____ Waiver/Release attached

_____ Picture attached or emailed _____ check number _____ confirmation sent

ARTICLE IV. - SMOKING REGULATIONS

Sec. 24-88. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bar means an establishment that is devoted primarily to the serving of alcoholic beverages for consumption by guests on the premises and where food sales represent 25 percent or less of the establishment's gross annual receipts. The term "bar" includes, but is not limited to, taverns, nightclubs, cocktail lounges, and cabarets.

City means the City of Gardendale, Alabama.

Common area means a hallway, corridor, lobby, aisle, water fountain area, restroom, stairwell, interior and/or exterior general public entryway or exit, refreshment area, or restroom.

Employee means any person who is employed by an employer for compensation or profit.

Employer means any person, partnership, corporation, association, or other entity that employs one or more persons.

Public or public place means any enclosed area that is available to and customarily used by the general public or that is a public meeting area or that is an outdoor public gathering area, and includes areas as described in section 24-89.

Restaurant means an eating establishment, including, but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" includes a bar area within the restaurant.

Smoking or smoke includes the carrying, holding, or possession of lighted smoking materials in any form, including, but not limited to, the possession of lighted cigarettes, cigars, pipes, or other tobacco products.

Workplace means any indoor area under the control of an employer to which employees have access during the course of employment, including, but not limited to, work areas, employee lounges, employee restrooms, conference rooms, and employee cafeterias. A private residence is not a place of employment.

(Ord. No. 2005-21, § 1, 11-7-2005)

Sec. 24-89. - Offenses.

- (a) Any owner of a building or the owner's duly authorized agent may designate said building to be smoke-free, such that no smoking is permitted in any enclosed area of the premises.
- (b) Except as provided in sections 24-90 and 24-91, smoking is prohibited in any of the following public places within the city:
 - (1) Any enclosed areas of buildings or facilities that are available to and customarily used by the general public, including, but not limited to, retail stores, restaurants, banks, office buildings, convention or meeting facilities, hotels, motels, and multifamily residential buildings.
 - (2) Any vehicle of public transportation, including, but not limited to, trains, buses, taxicabs (while transporting a fare) and limousines.
 - (3) Elevators.
 - (4) Common areas located in, but not limited to, commercial and noncommercial multi-tenant buildings, apartment buildings, or other multifamily residences sharing common areas.

- (5) All real property associated with libraries, schools, or other education facilities, museums, auditoriums, and art galleries.
- (6) Any health care facility, health clinic, or ambulatory care facility, including, but not limited to, laboratories associated with the rendering of health care treatment, hospitals, rest homes, doctors' offices, and dentists' offices.
- (7) Any indoor place of entertainment or recreation, including, but not limited to, gymnasiums, theaters, concert halls, recreation halls, bowling alleys, arenas, and swimming pools.
- (8) All areas of municipally owned parks or public use lands where the general public congregates, including, but not limited to, bleacher areas, pavilions, concession areas, playgrounds, outdoor cooking areas, gazebos, tennis courts, pools, playing fields, skate parks, and track areas.
- (9) Vehicles and motorized equipment owned by the city.

(Ord. No. 2005-21, § 2, 11-7-2005)

Sec. 24-90. - Exceptions.

Section 24-89 and the restrictions imposed therein shall not apply to:

- (1) Areas which are specifically designated as smoking areas in accordance with section 24-91.
- (2) An entire room or hall that is used for private social functions, provided that the event is under the control of the sponsor of the function and not of the proprietor or person in charge of the establishment or hall, excluding city owned facilities.
- (3) Bars, but not to include restaurant bars unless such establishment satisfies the conditions in section 24-91.
- (4) Limousines under private hire by an individual or corporation.
- (5) A single-tenant commercial office building, provided that both the landlord and tenant agree to allow smoking.
- (6) A private, enclosed office, together with its private reception areas, within a commercial office building housing more than one business and/or organization, provided that:
 - a. The landlord of the commercial office building specifically permits smoking in designated areas of the building, not including common areas, which must remain smoke-free; and
 - b. The office, together with reception areas, are located within an enclosed area of the commercial office building with a separate HVAC system which services only that area or utilizes an appropriate air flow control, exhaust, and/or air filtration system designed such that tobacco smoke, chemicals, and fumes shall not enter or be returned into the non-smoking areas. Any such smoking area must be physically separated in its entirety by walls that extend from floor to the ceiling above, and have doors that can be closed.
- (7) Performers upon the stage, provided that the smoking is part of a theatrical production.
- (8) A tobacco specialty retail shop.
- (9) Hotel and motel rooms which are rented to guests and designated as smoking rooms by the management and separated from non-smoking rooms by a solid wall with no inner-connected doorways. Smoking and non-smoking rooms may be separated by floors, but every effort should be made to place smoking floors above non-smoking floor levels.
- (10) Private social clubs and veterans' organizations, provided that a majority of the board of directors approve to allow smoking, and such majority approval is noted in the official minutes of the club or veterans' organization and posted in a prominent interior location.
- (11) Parking lots and parking decks.

- (12) Private residences, except when used as a licensed childcare, adult care, or health care facility.

(Ord. No. 2005-21, § 3, 11-7-2005)

Sec. 24-91. - Designation of smoking areas.

The owner, lessee, or other person in charge of a public place may, but is not required to, designate one or more areas as smoking areas as detailed in this section.

- (1) If a smoking area is designated, each smoking area shall be located:
 - a. In an unenclosed area of the premises (out of doors) and a minimum of 30 feet away from any general public entrance to or exit from the building; or
 - b. Within an enclosed area (indoors) with a separate HVAC system which services only that area or utilizes an appropriate air flow control, exhaust, and/or air filtration system designed such that tobacco smoke, chemicals, and fumes shall not enter or be returned into the non-smoking area. Any such smoking area must be physically separated in its entirety by walls which extend from floor to the ceiling above, and have doors which can be closed.
- (2) In the case of restaurants, smoking is permitted in an indoor restaurant bar under the following conditions:
 - a. The restaurant bar area is physically separated in its entirety by walls which extend from floor to ceiling above, except for the sharing of a common ingress/egress between the smoking and non-smoking area.
 - b. The restaurant bar area utilizes a separate HVAC system which services only that area, or utilizes an appropriate air flow control, exhaust, and/or air filtration system designed such that tobacco smoke, chemicals, and fumes shall not enter or be returned into the non-smoking area. Such system must be in operation during all hours when food or beverages are served. The air handling system serving the restaurant bar area must be wired in series with the air handling fan control of the restaurant dining area.
 - c. An initial airflow test and balance certificate substantiating compliance shall be provided to the city on or before January 1, 2006, by any establishment operating a restaurant bar with an enclosed (indoor) smoking area. Test and balance certifications issued within 12 months of the effective date of the ordinance from which this article is derived may be accepted in lieu of a new certification, provided that there have been no changes to the air handling system or interior structure; thereafter, airflow test and balance certificates shall be required when changes are made to the air handling system or interior structure, or in the event of noncompliance with this section. During any noncompliant period, the restaurant, together with its bar, will remain smoke-free pending the presentation of a new airflow test and balance certificate to the city.
- (3) All such smoking areas must be designated by appropriate signs as provided in section 24-92 which are clearly visible to patrons in or entering the area.
- (4) All such smoking areas must contain ashtrays, containers, or other facilities for the extinguishment of smoking materials.

(Ord. No. 2005-21, § 4, 11-7-2005)

Sec. 24-92. - Responsibility of proprietors.

The proprietor or other person having control of any area within section 24-89 shall:

- (1) Post prominently displayed "SMOKING" or "NO SMOKING" signs, whichever may be appropriate, or the international no smoking symbol consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a bar across it.
- (2) Post conspicuously displayed signs in the lobby of every theater stating that smoking is prohibited within the theater or auditorium, and in the case of motion picture theatres such information shall be shown upon the screen prior to the showing of each feature motion picture.
- (3) Instruct persons smoking in violation of this article to cease said smoking or to leave the non-smoking area to a designated smoking area.

(Ord. No. 2005-21, § 5, 11-7-2005)

Sec. 24-93. - Smoking in workplace.

- (a) Any business may, at the employer's discretion, be designated a non-smoking workplace.
- (b) Other than the exceptions listed in section 24-90, if a business chooses to accommodate smoking employees it must provide a smoking area as defined in section 24-91. An employer is not required by this provision to incur any expense for making structural or other physical modification to accommodate the preferences of non-smoking or smoking employees.

(Ord. No. 2005-21, § 6, 11-7-2005)

Sec. 24-94. - Enforcement.

The provisions of this article are enforceable by any duly sworn police officer, any appropriate representative of the fire department employed by the city, the county health officer or a duly authorized representative thereof, or as otherwise allowed by law for prosecution of offenses.

(Ord. No. 2005-21, § 7, 11-7-2005)

Sec. 24-95. - Penalty.

- (a) Any person who willfully smokes in an area where smoking is prohibited under this article, or any business proprietor or person in charge of a public place who fails or refuses to designate smoking and non-smoking areas as required herein or who refuses to enforce the designations, shall be in violation of this article.
- (b) It shall be unlawful to violate any of the terms and provisions of this article. Any person, firm, or corporation violating any of the said terms and provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not less than \$25.00 nor more than the maximum penalty allowed by the state for a misdemeanor violation for each such offense. Each day any violation of this article shall continue shall constitute a separate offense.

(Ord. No. 2005-21, § 8, 11-7-2005)

Sec. 24-96. - Summons and complaint.

Pursuant to Code of Ala. 1975, § 11-45-9.1, as amended, which authorizes municipalities to issue summons and complaints in lieu of arrest warrants for violation of certain municipal ordinances:

- (1) Any law enforcement officer or appropriate representative of the fire department employed by the city may issue a summons and complaint to any person charged with violation of this article

and release such person from custody upon his written promise to appear in court at the designated time and place as evidenced by his signature on the summons and complaint.

- (2) The form of the approved summons and complaint shall be the uniform non-traffic citation and complaint form, State of Alabama Unified Judicial System ARJA-20, 07/1994, or its successors.
- (3) Any party charged with a first offense in violation of this article may elect to appear before the city municipal court magistrate within the time specified in the summons and complaint, and upon entering a plea of guilty and executing a notice of waiver of rights form may pay a minimum fine of \$25.00, and court costs shall be waived for such first offense.

(Ord. No. 2005-21, § 9, 11-7-2005)

Sec. 24-97. - No excuse for noncompliance.

Nothing in this article excuses noncompliance with any federal or state law, other city ordinances, or any rule or regulation that prohibits smoking.

(Ord. No. 2005-21, § 10, 11-7-2005)

Secs. 24-98—24-122. - Reserved.



Jefferson County Health Dept. Food Vendor Menu List

(You do not need a special permit for the festival from Jefferson Co. health dept., but you must have up to date food permits and abide by food handlers safety procedures. Mail in with application. Do not mail to health dept.)

***Don't forget to list Coca Cola products here. You will order them on a separate sheet that will be available online first of the year. You can mail a separate check when the list is available**

Name of Vendor _____ Phone _____

Circle date(s) you will be vending. Friday Saturday

Item: _____ Price: _____

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

Circle your featured menu item for the \$25 contest! Volunteers will get your samples from you Saturday around 2:00 pm. If you win, we will present award at 4:00pm. Otherwise, check our Facebook page for a picture of the winner.