



Gardendale Civic Center, 875 Main St.

April 26 (5pm-10pm) & April 27, 2018 (10 am-5 pm)

Arts/Crafts/Business Vendor Booth Application

VENDOR BOOTHS WILL BE SATURDAY APRIL 27th ONLY.

Friday Night: Limited food vendors, one stage live entertainment, and midway carnival. Saturday: 3 stages of live entertainment and full schedule of events including arts/craft/business vendors (No vendors on Friday). REGISTRATION: FRIDAY 4/26 9-5PM AND SATURDAY 4/27 6-9AM

DEADLINE April 5, 2019

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 \$25(You must provide cord)....	_____
_____ Electrical Connection 240V, 50Amp connection \$50(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 \$25(You must provide cord)....	_____
_____ Electrical Connection 240V, 50Amp connection \$50(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 "2019 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 2019 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 9:00 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. Friday registration closes at 5:00pm. Saturday registration is 6:00 a.m.- 9:00 a.m. inside civic center. You must be set up before 9:30 a.m. on Saturday. Come early or on Friday, if possible. Registration is at the Gardendale Civic Center-970 Main Street. Email about registering earlier/later on Friday with special permission.

SATURDAY SET UP/REGISTRATION is between 6:00- 9:00 am, but must be completely set up before 10:00. 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 9:00-5:00 and register and get your number and location to help prepare for set up. **To help make registration more convenient, Please Note that the GMF 5K has been moved and will not take place on Saturday morning, however** ***The main entrance to the Civic Center on Main St. will be CLOSED during this time to through traffic. Check 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 BEFORE 10:00 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. 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 sup-

plied 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/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

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.