



magnoliafestival.org

Gardendale Civic Center Complex | 857 Main St | Gardendale
Friday 5 pm -10:00 pm, Saturday 10 am - 5 pm

2020 FOOD VENDOR APPLICATION

Late fee \$10.00 received after Feb 27 - If space still available.

Please read the Food Vendor Terms and Conditions before filling out application.

BUSINESS NAME: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

EMAIL ADDRESS:(required) _____

CITY, STATE, & ZIP _____ PHONE: _____

Email Kathleen at gdalemagfest@gmail.com with questions.

Friday Night (5-10:00pm) 12' x 10' space = \$175 _____
Additional booth space(s) + = \$100 _____

Electricity

120V, 20Amp connection \$35 _____
240V, 50Amp connection \$50 _____

(Must email pic of exact amp plug using)

Saturday (10am-5pm) 12' x 10' space = \$175 _____
Additional booth space(s) + = \$100 _____

Electricity

120V, 20Amp connection \$35 _____
240V, 50Amp connection \$50 _____

(Must email pic of exact amp plug using)

Exact length of food truck/trailer including hitch _____

My food truck/trailer opens from the _____ RIGHT or the _____ LEFT side. Check one.

No continuous **water** flow available. Buckets of water available at water fountain spigot to carry back for hand washing.

Total Fees

Total \$ _____

Note: Electricity is \$35/\$50 **per day**/per vendor.

___ **I will be ordering Coke products** when list is available first of year

* 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 festival) _____ (check)

I understand menu signage *with prices* 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*



VENDORS

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, City of Gardendale, Gardendale First Baptist Church, Gardendale High School/Jefferson County School Board and its boards of directors, agents, employees (including volunteers), 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, it's 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



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.)

Name of Vendor _____ Phone _____

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

Item: _____ Price: _____

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

Selling Coca Cola bottles? Check here _____

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.

You will order Coca Cola products on a separate sheet that will be available online first of the year-when they provide it. You can pay Coca Cola invoice at registration YOU CANNOT SET UP UNTIL INVOICE IS PAID. ☺

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.



19th Annual Gardendale Magnolia Festival
Gardendale Civic Center, 857 Main Street | April 17-18, 2020
Friday Night 5-10:00 pm, Saturday 10-5pm (Saturday)

The Gardendale Magnolia Festival and it's Presenting Sponsor, the City of Gardendale, invites you to join us at the award-winning **Gardendale Magnolia Festival 2020. The Southeast Tourism Society named Gardendale Magnolia Festival in the Top Twenty Events for April-June, 2015, 2016, and 2018!**

Festival: Gardendale Magnolia Festival draws over 25,000 visitors over the two-day event. The festival boasts North Jefferson County's largest event! It has been held at the Gardendale Civic Center for 19 years! The festival features over 150 arts and crafts/business vendors, 2 stages live entertainment, car show, midway carnival, pooch parade, free art classes, not to mention some of the finest food vendors around. Food/Carnival/Free Live Entertainment on Friday night. **There are no arts/craft/business vendors on Friday.**

Exposure: The festival is highly advertised with ABC 33/40, radio, newspaper and local magazines, billboard, Gardendale Magnolia Festival website, Facebook (6.5K followers) We also have Twitter and Instagram, posters, and flyers and work with the Gardendale Chamber of Commerce to promote this award-winning event.

The **Cooking Channel and Food Network** featured 4 of our food vendors on *Carnival Eats*. In 2014. The Gardendale Magnolia Festival was named one of the **Alabama Dept. Tourism's Top Ten Events** for April in 2010 and May 2012.

Proceeds: Proceeds benefit college scholarships for area high school students and two local charities. We have awarded \$170,000 in scholarships and over \$10,000 to charities and local organizations.

5K Color Race and Fun Run: Proceeds benefit **Magic Moments of Alabama**

The two *pageants* benefit **Miss Alabama scholarships** for our local winners. We strive to involve as many local civic organizations, churches, and volunteer groups as possible. The result of these collective efforts is a high quality festival full of fun for the entire family and the festival is able to give back to the community.

Gardendale Magnolia Festival is a 501 (c) 3 nonprofit.

We look forward to seeing in April!

Kathleen Phillips

Gardendale Magnolia Festival, Coordinator and President

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