



www.magnoliafestival.org

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

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 LEFT side. Circle 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

*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 mark)

I understand menu signage *with prices* must be displayed and in large lettering _____ (initials)

***Make checks payable to Gardendale Magnolia Festival and mail with application 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



VENDOR

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 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 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



FOOD VENDOR 2019 TERMS AND CONDITIONS

NEW TO MAGNOLIA FESTIVAL? All new vendors must email 2 pictures of their food truck/tent/trailer, menu, and a list of 3 events where they participated in 2019 before applying along with your phone number. We will contact you after review your email.

ACCEPTANCE POLICY - The Gardendale Magnolia Festival 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. 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 on site at check-in. 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, GMF may assign the Exhibitor an alternate space prior to or during the festival. The decision of GMF is final.

DEFAULT IN OCCUPANCY - In the event a vendor 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. GMF will make every effort to work with any vendor 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 booths vending on Friday must be set up by 4:30 Friday afternoon. **Vehicles must be detached and parked away from trailer or tents by 3:30-NOT ARRIVING at 3:30. We have to have time to situate all food vendors in this space. Please allow time to wait before being able to detach your vehicle.**

You will be notified ahead of time if you are a Saturday only vendor on the STREET. These 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.-8:00 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-857 Main Street

SATURDAY SET UP/REGISTRATION- between 6 am and 9:00 am, but must be completely set up by 9:30. We 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

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.

IF YOU ARE A SATURDAY ONLY VENDOR BUT SET UP ON FRIDAY, YOU WILL NOT HAVE ELECTRICITY UNTIL SATURDAY UNLESS YOU PAY FOR FRIDAY ELECTRICITY ON FORM.

No electricity is available unless requested/paid through Festival application process in advance. All extension cords used at the Festival must be supplied by the vendor and be heavy-duty three-wire type. Vendor 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.

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

FOOD AREA - Nothing shall be nailed, stapled, painted to sidewalks or streets of the Festival area. Vendors booth must conform to the size restrictions of the Festival and not interfere with walkways or adjacent booths in any way. All vendors are to be in keeping with the overall **family-oriented** theme of the festival. Tents, trailers, or food trucks are required 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.

Be prepared to weigh your tent poles down in case of wind. Gardendale Magnolia Festival, the city of Gardendale, and Gardendale First Baptist Church is not responsible for damage caused by inclement weather.

FIRE, SAFETY & HEALTH REGULATIONS - Exhibitor agrees to comply with all fire codes and safety regulations. These codes will be inspected..

A copy of the city of Gardendale's Smoking ordinance is attached. PLEASE DO NOT SMOKE NEAR FOOD. WE WILL HAVE DESIGNATED AREAS-ASK AT REGISTRATION 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.

Minor First Aid will be available at the Festival. Fire department EMC's are located on Saturday on Main St. by the fountain.

TAXES and PERMITS - All vendors must comply with health department regulations. 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 Gardendale Magnolia Festival and the City of Gardendale will not require any special licenses or permits for this one-day event, however, city taxes are not exempt. A member of the GMF staff will come around on Saturday afternoon to pick up tax envelopes from each vendor around 4:00pm.

If you are not prepared to submit them at 4:00pm (it is a busy time for food vendors) you must bring your envelopes to the circle desk inside the civic center before leaving. The state revenue department 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 Inclement Weather.

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



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. ☺

	A	B	C	D	E
	Gardendale Magnolia Festival Drink Order Form 2020				
1					
2	Flavor	# in a case	Cost	Quantity	Total
3	Coke 20oz Bottle	24	\$20.43	0	\$0.00
4	Coke Cherry Vanilla 20oz Bottle	24	\$20.43	0	\$0.00
5	Diet Coke 20oz Bottle	24	\$20.43	0	\$0.00
6	Coke Zero 20oz Bottle	24	\$20.43	0	\$0.00
7	Sprite 20oz Bottle	24	\$20.43	0	\$0.00
8	Sprite Ginger 20oz Bottle	24	\$20.43	0	\$0.00
9	Pibb Extra 20oz Bottle	24	\$20.43	0	\$0.00
10	Mello Yello 20oz Bottle	24	\$20.43	0	\$0.00
11	Fanta Orange 20oz Bottle	24	\$20.43	0	\$0.00
12	Dasani 20oz Bottle	24	\$19.52	0	\$0.00
13	smartwater 20oz Bottle	24	\$23.25	0	\$0.00
14	Gold Peak Sweet Tea 18.5oz Bottle	12	\$13.34	0	\$0.00
15	Gold Peak Peach Tea 18.5oz Bottle	12	\$13.34	0	\$0.00
16	Powerade Mountain Blast 20oz Bottle	24	\$22.43	0	\$0.00
17	Powerade Fruit Punch 20oz Bottle	24	\$22.43	0	\$0.00
18					
19				Total Cases	Total Bill
20	Total				
21					
22					
23	Coca-Cola BOTTLING COMPANY UNITED, INC.				
24					
25	Name of Vendor				
26					