



VENDOR APPLICATION AND AGREEMENT

To: **Magnolia Blossom Ranch (MBR) and Magnolias & Prayers: Everything Alpaca (MAP)**

I hereby apply as a vendor for the Alpaca Farm Day event at Magnolia Blossom Ranch, LLC (hereinafter, referred to as MBR or "Property").

Event Date and Time: Saturday, September 26, 2020 from 11:00 AM to 5:00 PM.

Name _____

Business Name _____

Mailing Address _____

City _____ State _____ Zip _____

Email _____ Website _____

Phone _____ Cell _____ Other _____

Contact Person(s) _____

PLEASE LIST ITEMS FOR SALE:

Outdoor Booth (bring your own canopy): ☐ 10'x10' \$60 ☐ 20'x10' \$110 ☐ 110 Electricity - \$10 ☐ Free Chairs /Qty needed: _____ (Max 4)

☐ TRUCK \$70 Please provide size in feet: _____ Weight of Truck: _____ ☐ 220 Electricity Hookup \$50

☐ TRAILER \$70 Please provide size in feet: _____ Do you need to keep your vehicle attached to your trailer? ☐ yes ☐ no

RULES OF THE MARKET

1. Magnolia Blossom Ranch (MBR) is a Farm; therefore, farm products and/or handmade crafts and goods are our preferred vendors. Since those items are typically exclusive to your own farm or personal production, exclusivity will not be granted. However, direct marketing vendors will be considered and can be offered exclusivity on a first come-first served basis (limit only 1 vendor per DM company).
2. All vendors are responsible for liability insurance and compliance with any and all requirements of State of Oklahoma, including but not limited to, OTC sales tax requirements and health department requirements for food vendors (appropriate licenses/permits must be displayed or readily available).
3. All products will be displayed in a clean and safe manner. Please, NO dangerous or toxic items.
4. All vendors shall exhibit professional manners, always showing respect for the event hosts, other vendors, customers and Property occupants and neighbors.
5. Tables, chairs and canopies will not be provided, but vendors may use their own within their set area. Please respect space boundaries for neighboring vendors.
6. Spaces and booth location shall be negotiated and assigned by MBR/MAP.
7. Do not unlock/open any gates or enter any blocked areas on the Property without permission from Event Coordinator or Property owners. We do not want our alpacas and llamas to get out of their pens.
8. Applicable fees shall be paid no later than 1 week prior to the event date. Additional fees may apply for special needs during event, i.e., electricity, shared space. Booth space can only be shared if approved in advance by Event Coordinator (additional fees will be negotiated).
9. Any Vendor who does not comply with the terms of the Vendor Agreement/Rules, shows gross negligence, or whose conduct is deemed disorderly shall be asked to vacate the Property without a refund of the rental fee paid.
10. All Vendors must remain set up and stay until closing at 5:00pm to assure an orderly exit from the property. Any vendor who does not adhere to this rule may not be invited back to future events.
11. Vendors are responsible for leaving a clean area at closing. This area is our alpaca pasture and we do not want anything left that might harm them. Trash receptacles will be available.

This vendor agreement is made by and between *Magnolias & Prayers: Everything Alpaca* and *Magnolia Blossom Ranch LLC* (herein referred to as "MAP" or "MBR" respectively) of 2901 NW 16th Street, Newcastle, Oklahoma 73065 (herein referred to as "Property" or "Farm") and _____ (Vendor's name or company name),
(herein referred to as "Vendor") of _____ (Vendor's address).

Whereas, *Magnolias & Prayers: Everything Alpaca* (an Oklahoma Partnership owned by MBR and Gail Stymerski dba *Answered Prayers Alpaca Ranch*) is the Organizer of the Alpaca Farm Days event held at the Property located at *Magnolia Blossom Ranch LLC*, owned by Terri and Kerry Bates, in Newcastle, OK.

Whereas, Vendor is engaged in the business of _____ (the nature of your business).

NOW, THEREFORE, it is agreed that:

PURPOSE. MAP and MBR agree to provide Vendor space to conduct business at the Alpaca Farm Day event. Vendor is limited to the space agreed upon prior to the event. This agreement will begin on the date of this contract and will remain in effect until the time the event ends on the date of the event. Vendor agrees to participate according to the reservation guidelines and abide by the Vendor rules set forth in this application and agreement.

DATE AND HOURS OF OPERATION. The Alpaca Farm Day event shall be open on Saturday, September 26, 2020, from 11:00am until 5:00pm and Vendor will be allowed to start setting up at the event no earlier than 8:00am on the day of the event. Vendor shall remove all of his/her belongings, including but not limited to, canopies/tents, tables, products, etc, no earlier than 5:00pm and shall vacate the property no later than 7:00pm on the day of the event. Exceptions can be granted, if necessary, to accommodate special set-up and/or take-down needs if arrangements are made in advance.

PAYMENT. Vendor is provided with space on the Property in exchange for the appropriate rental fee to be paid upon the signing of this Agreement and BEFORE setting up at the event. Space locations will be first come-first served and will be negotiated by MAP and the Vendor. The rental price is subject to change with 30 days notice from MAP. Accepted payment methods for rent are cash, check made out to *Magnolias & Prayers*, or major credit card or debit card (through PayPal). There will be a returned check fee of \$25 payable in cash or major credit card.

LIABILITY INSURANCE. Food/consumables vendors must have **MAGNOLIA BLOSSOM RANCH LLC and MAGNOLIAS & PRAYERS: EVERYTHING ALPACA** named as additional insured on their liability insurance policy valid for the day(s) of the event and provide a **CERTIFICATE OF INSURANCE** as proof of coverage BEFORE the event begins.

SALES TAX. Vendor also agrees report the day's total sales to the Organizer and to collect and pay the appropriate sales tax (Newcastle, OK 9%), if any, as required by law and agrees that MAP has informed the Vendor of their responsibility to do so. **OTC sales tax vendor forms will be provided. Vendors who have an OTC sales permit number shall pay sales tax directly to OTC. Those who do not have an OTC sales permit number shall provide sales tax collected to the Organizer in cash along with the completed forms.**

REFUNDS. If Vendor reserves space under this agreement and fails to show up, the rental fee is non-refundable, no exceptions. In the case of inclement weather, which will be agreed as weather that prevents sales for more than 3 hours of the event due to such weather conditions, Vendor will receive a refund for ½ the rental fee paid.

APPEARANCE. Vendor is responsible for cleaning and maintaining the space provided in an organized and neat manner, removing all trash around your space by 7:00pm on the day of the event. Failure to do so will result in a \$20.00 clean-up charge for Vendors who do not comply.

PARKING/FACILITIES. Since there is a rental house on the property and private residential property on each side of Property, Vendor agrees to respect the privacy and parking areas of the tenant and neighbors. Vendor Parking will be provided separately, not near the rental house or in the area designated for public parking. There is a restroom located in the farm store for vendor and public use during the event (porta-potties may also be provided).

ADVERTISING. MBR agrees to provide advertising regarding information about the event which may include newspaper ads, flyers, social media, mailings, etc. Vendor agrees that MBR has the right to determine the amount of advertising and to end it at their discretion. Also, by signing this Agreement, Vendor is giving permission to allow photos of their space and/or products to be used for advertising purposes.

I/WE agree to abide by all market rules and terms of this Agreement.

Print name _____ Vendor Signature _____ Date _____

Accepted and approved by: _____, Event Coordinator Date _____

Please return completed application/agreement to:

US Mail, Fax, Email or Text (photo) is acceptable

(Copies of this document are as binding as the original)

tbates.mbr@gmail.com

www.magnoliablossomranch.com

Terri Bates, Event Coordinator, Magnolia Blossom Ranch, LLC

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<https://www.facebook.com/magnoliablossomranch/>