

VENDOR APPLICATION AND AGREEMENT



To: **Magnolias & Prayers: Everything Alpaca (M&P)**, I hereby apply as a vendor for the Alpaca Farm Day event.

Event Date/Time: Sat. & Sun, Sep 24-25, 2022 Venue: Magnolia Blossom Ranch, 2901 NW 16th St, Newcastle, OK 73065

SECTION 1: First/Last Name(s) _____ Cell _____

Business/DBA Name _____

Billing/Mailing Address _____

City _____ State _____ Zip _____

Email _____ Website _____

NEW OKLAHOMA TAX COMMISSION VENDOR REQUIREMENT: The OTC requires that you provide an IRS tax ID number for their reporting protocol. If you have a business tax ID number, please provide that number here: _____

If you do not have a business tax ID number, please provide your social security number here: _____

SECTION 2: LIST ITEMS FOR SALE & REQUIREMENTS:

MAY APPLY FOR ANY OR ALL OF THE FOLLOWING SESSIONS:

- | | | |
|---|---------|--|
| <input type="checkbox"/> SESSION 1: SATURDAY, SEPTEMBER 24 TH 11AM-2PM | \$50.00 | *If pulling a trailer, do you need to keep vehicle attached to trailer? [] YES [] NO |
| <input type="checkbox"/> SESSION 2: SATURDAY, SEPTEMBER 24 TH 4PM-7PM | \$50.00 | |
| <input type="checkbox"/> SESSION 3: SUNDAY, SEPTEMBER 25 TH 2PM-5PM | \$50.00 | |
- * (Overall length of RIG including vehicle & trailer: _____)

TOTAL DUE: _____ (you will be invoiced for this amount; due date subject to date of application or as notified by M&P)

Do you have a generator you plan to use? [] YES [] NO Or do you prefer hookup for electricity (no extra charge) 110 Electricity - or - 220 Electricity

SECTION 3: RULES OF THE MARKET

- Magnolia Blossom Ranch LLC dba Magnolias & Prayers: Everything Alpaca (M&P) is promoted as an Agri-Tourism organization. Food Trucks will be limited to only 1 meal truck per session and only 1 each per session of specialty trucks, such as snow cones, ice cream, donuts, coffee, etc. Wineries/alcohol servers will be limited to only 2 vendors per session. All vendor applications will be accepted on a "first-come, first-served" basis.
- All vendors serving consumable items are responsible for liability insurance and compliance with any and all requirements of the 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).
- All products will be displayed in a clean and safe manner. Please, NO dangerous or toxic items.
- All vendors shall exhibit professional manners, always showing respect for the event hosts, other vendors, customers and Property occupants and neighbors.
- Vendors may use their own canopies (outdoors only), displays, tables and chairs within their set area. If desired, tables and chairs can be rented as listed in Section 2 above. Please respect space boundaries for neighboring vendors.
- Spaces and vendor location shall be negotiated and assigned by M&P.
- Do not unlock/open any gates or enter any blocked areas on the Venue Property without permission from Event Coordinator or Property owners. We do not want our alpacas and llamas to get out of their pens.
- Applicable fees shall be paid with submission of application. Additional fees may apply for special needs during event, i.e., electricity, shared space, etc.
- 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.
- All Vendors must remain set up and stay until closing time 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.
- Vendors are responsible for leaving a clean area at closing. Trash receptacles will be available.

This vendor agreement is made by and between *Magnolias & Prayers: Everything Alpaca* (herein referred to as "M&P") of 2901 NW 16th Street, Newcastle, Oklahoma, 73065, and the **Vendor** (herein referred to as "Vendor" or "Applicant", whether a person or a business) as referenced in **Section 1** of this application and agreement.

Whereas, *Magnolias & Prayers: Everything Alpaca* (an Oklahoma Partnership owned by *Magnolia Blossom Ranch LLC* and Gail Stymerski dba *Answered Prayers Alpaca Ranch*) is the Organizer of the Alpaca Farm Days event held at the venue property referenced herein.

Whereas, Vendor is engaged in the business as shown in **Section 2** of this Application and Agreement.

NOW, THEREFORE, it is agreed that:

PURPOSE. M&P agrees 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 **Section 3** of this application and agreement.

DATE AND HOURS OF OPERATION. The Alpaca Farm Day event shall be open on Saturday and Sunday, September 24th and 25th, 2022, during the hours referenced on Page 1, SECTION 2 and Vendor will be allowed to start setting up at the event no earlier than 2 hours before start time referenced 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 closing time as referenced and shall vacate the property no later than 1 hour after such time. 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 at the Venue referenced herein and contracted by M&P in exchange for the appropriate rental fee to be paid upon the signing and submission of this Agreement and BEFORE setting up at the event. Space locations will be first come-first served and will be negotiated by M&P and the Vendor. The rental price is subject to change with 30 days notice from M&P. Accepted payment methods for rent are cash, check made out to *Magnolias & Prayers*, or major credit card or debit card or any other method accepted by M&P. There will be a returned check fee of \$25 payable in cash or major credit card.

LIABILITY INSURANCE/PERMITS/LICENSES. Food/consumables vendors must have "**MAGNOLIA BLOSSOM RANCH LLC DBA MAGNOLIAS & PRAYERS: EVERYTHING ALPACA**" named as additional insured on their liability insurance policy valid for the DATE(S) of the event and provide a **CERTIFICATE OF INSURANCE** as proof of coverage **ONE WEEK BEFORE** event date. Food/Alcohol vendors must also provide a copy of a valid state issued permit or license as required by Oklahoma State Law **ONE WEEK BEFORE** event date.

SALES TAX. M&P will provide a list of Vendors to OTC as required by law. Vendor agrees to 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 M&P has informed the Vendor of their responsibility to do so. OTC will notify all vendors of requirements by email and by written notice via the U.S. Postal Service. **ALL Vendors, whether registered with an OTC sales permit number or not, shall file a sales report and pay sales tax directly to OTC.**

I WILL COLLECT, FILE AND PAY MY OWN SALES TAX TO OTC AS REQUIRED (OTC PERMIT# _____ if applicable)

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. However, all efforts will be made by M&P to reschedule the event at a later date, if possible.

APPEARANCE. Vendor is responsible for cleaning and maintaining the space provided in an organized and neat manner, removing all trash around your space before leaving 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. Vendor Parking may be provided in a designated area or in general public parking. ADA compliant restroom facilities will be provided on the Venue property (porta-potties may also be provided if necessary).

ADVERTISING. M&P agrees to provide advertising regarding information about the event which may include newspaper ads, flyers, social media, mailings, etc. Vendor agrees that M&P 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: Terri Bates, Event Coordinator, Magnolias & Prayers: Everything Alpaca

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

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

Magnolias & Prayers: Everything Alpaca 2901 NW 16th Street, Newcastle, OK 73065

tbates.mbr@gmail.com

Cell: (405) 412-4845

Fax: (405) 300-0756

Once approved, you will receive an invoice that can be paid online with a major credit/debit card or a PayPal account if you have one.

www.magnoliablossomranch.com

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

