

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., April 2, 2022, 11:00 AM to 5:00 PM. Venue: The Barn at Country Club, 1675 NW 32nd 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:

<input type="checkbox"/> \$80 BARN UPSTAIRS BALLROOM/INDOOR 10'x10' (only 11 available)	<input type="checkbox"/> \$75 RANCH HOUSE/INDOOR 9'X11' (only 2 available)
<input type="checkbox"/> \$65 RANCH HOUSE/INDOOR 6'X10' (only 3 available)	<input type="checkbox"/> \$60 RANCH HOUSE/INDOOR 6'X8' (only 1 available)
<input type="checkbox"/> \$70 UNDER BARN BALCONY 10'X10' (only 2 available)	<input type="checkbox"/> \$75 BARN STALL COVERED AREA 12'X12' (only 3 available)
<input type="checkbox"/> \$60 LAWN AREA 10'x10'	<input type="checkbox"/> \$75 TRUCK or TRAILER* Do you have a generator? [] YES [] NO
*If pulling a trailer, do you need to keep vehicle attached to trailer? [] YES [] NO (Overall length of RIG: _____)	
<input type="checkbox"/> 110 Electricity \$10	<input type="checkbox"/> 220 Electricity \$40
<input type="checkbox"/> WiFi \$3	<input type="checkbox"/> 8' Table \$5 ea. /Qty Needed _____ (Max 2)
<input type="checkbox"/> If sharing space, please provide your partner's name/company name: _____	<input type="checkbox"/> Chairs \$2 ea. /Qty Needed _____ (Max 4)

Additional fee of \$25 will be charged. Partner must also complete a separate application and enter you as their partner in this area.

IN LIEU OF THIS WRITTEN APPLICATION/AGREEMENT, YOU MAY OPT TO REGISTER & PAY ONLINE AT WWW.MAGNOLIABLOSSOMRANCH.COM

SECTION 3: RULES OF THE MARKET

- Magnolias & Prayers: Everything Alpaca (M&P) is promoted as an Agri-Tourism organization; therefore, farm products and/or handmade crafts and goods are our preferred vendors, but not our only 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). Food Trucks will be limited to only 3 meal trucks and only 1 each of specialty trucks, such as snow cones, ice cream, donuts, coffee, etc - FCFS. (The Barn will also have a concession stand as a food vendor) Wineries will be limited to only 3 vendors.
- 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 booth 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. Booth space can only be shared if approved in advance by Event Coordinator (additional fees will be negotiated).
- 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 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.
- 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, April 2, 2022, 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 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 both "**MAGNOLIAS & PRAYERS: EVERYTHING ALPACA**" and "**THE BARN AT COUNTRY CLUB**" named as additional insured on their liability insurance policy valid for the DATE of the event and provide a **CERTIFICATE OF INSURANCE** as proof of coverage **TWO WEEKS 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 within **WITHIN ONE WEEK OF SUBMITTING APPLICATION.**

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 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. Vendor Parking may be provided in a designated area or in general public parking. ADA compliant restroom facilities are available throughout 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/>

