

MAGNOLIA CHRISTMAS FEST

Magnolia Festival of Oklahoma
P.O. Box 5262 | Durant, OK 74702-5262
P: 580-924-0848 | F: 580-924-0348
www.magnoliafestival.com

November 16-17, 2018 | Choctaw Event Center | Durant, OK

Festival Hours:

Friday, Nov 16 - 2:00 PM to 8:00 PM
Saturday, Nov 17 - 10:00 AM to 8:00 PM

Dear Potential Vendor:

Please read through the following application process thoroughly.

We invite you to join us for the 2nd Annual Magnolia Christmas Fest, November 16-17, 2018 at the Choctaw Event Center in Durant. The Magnolia Christmas Fest, under the umbrella of the Magnolia Festival of Oklahoma, will donate a portion of proceeds to the Jon Hazell Magnolia Festival Education Scholarship Fund.

In addition to the exhibit hall, the Magnolia Christmas Fest also feature food concessions, photos with Santa, live and local entertainment, children's activities and more.

The Vendor Committee invites artisans to fill out and return the enclosed application so they will have the opportunity to display their work for the holiday shopping season. Vendors will display their exhibits in our designated indoor area. Every vendor will be assigned a (10 x 10) space (or more, as you designate) *on a first-come, first-served basis, however, preference will be given to returning Magnolia Christmas Fest vendors and vendors who participate in the Magnolia Festival of Oklahoma.* Spaces are limited so please fill out the application, Liability Waiver and submit payment to reserve the number of spaces you will need.

Returning Vendor application deadline for space preference: August 31, 2018.
All vendor application deadline: November 1, 2018.

Your application will NOT be considered if the enclosed liability waiver and payment is not included with your application. If your application is approved by the Vendor Committee, you will receive an acceptance letter with your assigned location and further instructions about set-up and more.

The community of Durant (the Magnolia Capital of Oklahoma) and the Choctaw Nation are looking forward to hosting you. We'll see you at the 2nd Annual Magnolia Christmas Fest!

Sincerely,
Vendor Committee
Magnolia Christmas Fest 2018

APPLICATION CHECK-LIST
(for your use)

Release and Waiver of Liability & Indemnity Agreement ☐

Vendor Application ☐

Photos and/or website of Booth Space/Products ☐

Booth Payment ☐

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TERMS & CONDITIONS IMPORTANT INFORMATION - PLEASE KEEP FOR YOUR REFERENCE

- 1. ACCEPTANCE POLICY** – Magnolia Christmas Fest DBA Magnolia Festival of Oklahoma, INC. (MFO) and the Choctaw Nation of Oklahoma (CNO) reserve the right to determine if Exhibitor or Exhibit is in conformity with the standards and policies of MFO or CNO. MFO or CNO also reserves the right to remove any Exhibitor, for any reason, at any time, without refunding the booth fee paid by the Exhibitor. MFO or CNO will not be liable for paying any travel expenses, lost revenue or any other liability whatsoever beyond the space fees paid by the Exhibitor as a result of enforcing this provision. The committee will deposit fees at the time of acceptance. Fees will be returned to any exhibitor not accepted. Convicted sex offenders will not be issued a permit to participate in the Magnolia and Choctaw Festival (Festival). **REGISTERED SEX OFFENDERS SHOULD NOT APPLY TO PARTICIPATE.** By submitting an application, the applicant is consenting to a background search.
- 2. LOCATION OF EXHIBITS** – All space assignments are made on a first come, first serve basis, WITHOUT REGARD TO GOODS SOLD. If MFO or CNO, at its sole discretion, deems it to be in the best interest of the Festival, either may assign the Exhibitor an alternate space prior to or during the Festival. Such decision shall be final.
- 3. DEFAULT IN OCCUPANCY** – In the event Exhibitor fails for any reason to install its exhibit in its assigned space, MFO or CNO has the right, at its sole discretion, to retain all sums previously paid by Exhibitor.
- 4. SETTING UP AND DISMANTLING** – Logistics details will be included in your acceptance packet. The Exhibitor's booth must be open & staffed during all regular Festival hours. Anyone arriving late, leaving before closing or breaking down during show hours may be asked to leave the Festival without refund AND may be refused entrance to future Festivals. The Exhibitor is responsible for their display and any other supplies and equipment that they require for their exhibit.
- 5. EXHIBIT AREA** – Nothing shall be nailed, staked, drilled, stapled or otherwise fixed to the walls or floors of the Festival area. Exhibitor's booth must conform to the size restrictions of the Festival and not interfere with walkways or adjacent booths in any way. No water is available, unless specifically noted in writing from MFO or CNO. Exhibitors are not to bring pets to the Festival, except for assistance to the disabled. No selling or soliciting outside of your booth area.
- 6. SECURITY** – It is recommended that each Exhibitor insure its property against loss & theft. Security will be present during the Festival & each night on the grounds. However, MFO shall not be responsible or liable for Exhibitor property or for the cost to insure any property. All necessary measures for protection of the exhibit equipment & furniture shall be at the expense of the Exhibitor. The Choctaw Event Center will be locked every night when the festival closes.
- 7. FIRE, SAFETY, & HEALTH REGULATIONS** – Exhibitor agrees to comply with any applicable fire codes, laws, ordinances, and regulations pertinent to health, fire prevention and public safety. All extension cords used at the Festival must be the heavy-duty three-wire type and Exhibitor should be prepared to run at least 100' in length for their electrical connection. Minor First Aid will be available at the Festival. Emergencies must be handled by other medical personnel. Smoking is not allowed in the Choctaw Event Center.
- 8. GENERAL** – No food or beverages shall be sold or given away for consumption at the Festival without the prior written consent of the MFO or CNO. Voice or music amplification systems are not allowed without MFO and CNO approval. The collection and reporting of Oklahoma and local sales tax is the responsibility of each Exhibitor.
- 9. EXHIBITS** – No items will be displayed or sold that the Festival Committee deems dangerous or unsuitable for a family atmosphere (i.e.- knives, guns, swords, weapons, etc.). All exhibits are to be in keeping with the overall family-oriented theme of the Festival. No drug-related items can be exhibited or sold. Exhibitors are not to bring alcohol to the Festival. Items that the vendor does not voluntarily remove after notification of MFO or CNO objection will be confiscated and returned at the end of the Festival. MFO or CNO reserves the right to remove any items it deems objectionable. MFO or CNO reserves the right to refuse any vendor. Application, goods description/photos, and booth fee must be provided prior to Festival date to allow committee evaluation of goods.

This Is A Rain Or Shine Event And No Refunds Will Be Given For Weather Conditions.

Rules will be strictly enforced. Violation of these rules may result in expulsion from the Festival without refund.

Nothing contained in these Terms and Conditions shall be construed so as to waive the sovereign rights of the Choctaw Nation of Oklahoma, Choctaw Casinos, LLC. any subsidiaries and affiliates of the Choctaw Nation of Oklahoma or any of their respective officers, directors, servants, agents, employees, successors or assignees.

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RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

This Agreement is made (*month/date*) _____, 2018 in the City of Durant, County of Bryan, between (*print your name here*) _____ hereinafter referred to as "Independent Contractor" and the Magnolia Christmas Fest DBA Magnolia Festival of Oklahoma, hereinafter referred to as "MFO" and the Choctaw Nation of Oklahoma, a federally recognized Indian Tribe, hereinafter referred to as "CNO". IN CONSIDERATION FOR PARTICIPATION in the **MAGNOLIA CHRISTMAS FEST** the undersigned hereby agrees to the following:

1. Independent Contractor releases and forever discharges the MFO and the CNO, their board 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 **MAGNOLIA CHRISTMAS FEST**
2. Independent Contractor agrees to indemnify and hold harmless MFO and CNO, their board of directors, agents and employees (including volunteers) from any loss, liability, damage or cost, including attorney fees, arising out of Independent Contractors participation in the **MAGNOLIA CHRISTMAS FEST**, whether caused or not by the negligence or willful act of the Independent Contractor or any other person, 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 **MAGNOLIA CHRISTMAS FEST**.
4. The undersigned further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by applicable law. If any provision of this Agreement is held 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. Nothing contained in this Agreement shall be construed to waive the sovereign rights of the Choctaw Nation of Oklahoma, Choctaw Casinos, LLC., any subsidiaries and affiliates of the Choctaw Nation of Oklahoma or any of their respective officers, directors, servants, agents, employees, successors or assignees.
6. Independent Contractor has read and understands this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, is authorized to and voluntarily signs the same.

Signature of Independent Contractor

Date

November 16-17, 2018
CHOCTAW EVENT CENTER | DURANT, OKLAHOMA

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Booth Fees:

10 x 10 \$150

10 x 20 \$300

10 x 30 \$450

FOOD VENDORS - PLEASE CALL FOR INFO

Festival Hours:

Friday, Nov 16 - 2:00 PM to 8:00 PM
Saturday, Nov 17 - 10:00 AM to 8:00 PM

To reserve a space, please mail completed forms and payment to:

MAGNOLIA CHRISTMAS FEST

Attn: Vendors

P.O. Box 5262 Durant, OK 74702

Payment is accepted in the form of cash, cashiers check or
money order only. No personal checks.

Payable to: Magnolia Festival of Oklahoma

Returning vendor application deadline for space preference:

August 31, 2018

All vendor application deadline: November 1, 2018

Set-up will begin Thursday, November 15. Specifics about set-up
will come when your application is accepted.

Application for Vendor Space

(please print clearly)

Business Name: _____

Applicant(s) Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Day Phone: _____ Evening Phone: _____

Email: _____

Oklahoma Sales Tax ID # (if applicable): _____

Booth Size: _____ 10x10 _____ 10x20 _____ 10x30 _____ 10x40 Total Amount: _____

Please describe your vendor space on back. (include trailer dimensions if applicable)

Please attach pictures or provide website address: _____

Which would you prefer (circle one): e-mail or mail

Please describe your electrical needs: _____

extension cords are NOT provided

Acceptance of Rules: We the applicant(s) have read the "TERMS & CONDITIONS" & "RELEASE & WAIVER of LIABILITY & INDEMNITY AGREEMENT" listed separately & agree to abide by said conditions.

Signature: _____ Date: _____

Official Use Only

Date In: _____ Payment Type: _____ Amount: _____ Booth: _____

Notes: _____