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# Vendor Insurance 5HTXUHPH0 HWDDV

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OXOWLSXUSR H W D QULW XEVGDUL H ILOLDWW H UBUROB FHEHV  
SDUW ER IILFH F DQJH H UAWRU H SOR E J W V~~

~~&HWLILFDW H OB~~ Magnolia Fair Company - ~~3L QW)DLU~~  
PO Box 1327 Cordova, TN 38088

Proof of insurance must be on file in our office by 09/24/24. **NO EXCEPTIONS!**  
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## Vendor Insurance

Date Insurance needed: 10/10/202

Date of request: \_\_\_\_\_

Name of person completing form: \_\_\_\_\_

Phone: \_\_\_\_\_ ( ) \_\_\_\_\_ Fax(PDLO \_\_\_\_\_

Name of event: Pine Belt Fair

**NO** (I have my own ZOO SURYLBFRS)   
~~OLWL QDJR OLD)DLUFRPSDD QGWL RQO  
, RUB~~

2. Move-In Date(s): Oct. 14 - 15, 8AM TO 5PM

**6 YES**

3. Date(s) of event: Oct. 16 - 20, 2024

If es, Insurance  
Total: \$ \_\_\_\_\_

4. Move-Out Date(s): Oct. 21, 8am TO 5PM

5. Facility Contracted: )R H W & R W W L S E R M & H Q W H U

Vendor/Tenant Address:  
\_\_\_\_\_  
\_\_\_\_\_

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H ( O s v D E o g S v u M .  
s h i s s e ( E~~

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Official Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

# Credit Card Authorization & Order Form

## 8 Security Deposit & Deposit : 50\$

Deposits are refundable during completion of move out. Application processing fee is non-refundable. If you move out or tear down before festival is over, security deposit is forfeit. If you are a "no show" deposit is non-refundable along with the booth space fees paid. Space must be cleared out and all trash picked up. **ALL VENDORS MUST BE SET UP IN THE TIME FRAME LISTED ABOVE. See rules and regulations.** If all terms are met, security deposit shall be refunded on site, in person on the move out date and times listed.

## Do you need additional Vendor Badges? : 30\$ per badge

Provided : Two(2) exhibitor badges provided to 10'X10' exhibitors.

For additional badges list the qty needed in the space below to be charged for additional badges

\* Must attach copy of insurance listing - Magnolia Fair Company - dba Pine Belt Fair as additional insured

\* First time vendors at this event must include photos of products sold, tent setup signage & lighting,

*Booth space CANNOT be held without a Full Payment, This purchase is NON-Refundable, Rain or Shine. Application cannot be considered without full payment and valid insurance. IMPORTANT : On opening day the Forrest County Multipurpose Center may complete vendor audit of insurance, if correct insurance is not provided the vendor will be removed from the fair and refund will NOT be provided. Price for booth space, for the entirety of the event is non-refundable. WE DO NOT guarantee a vendors earnings or success at the event, we simply provide the space for vendors to sell/showcase their merchandise.*

### SELECT TOTAL TO BE CHARGED TO CARD BELOW :

Total Charge : **350\$ plus tax**  
Add 30\$ per Badge, Qty: \_\_\_\_\_

Total Charge : **500\$ plus tax**  
Add 30\$ per Badge, Qty: \_\_\_\_\_

Total Charge : **700\$ plus tax**  
Add 30\$ per Badge, Qty: \_\_\_\_\_

Add 200\$ Insurance

Add 200\$ Insurance

Add 200\$ Insurance

## 9

\_\_\_\_\_   
Cardholders Name

\_\_\_\_\_   
Credit Card Billing Address

\_\_\_\_\_   
City

\_\_\_\_\_   
State

\_\_\_\_\_   
Zip

\_\_\_\_\_   
Card Number:

\_\_\_\_\_   
Expiration Date

\_\_\_\_\_   
Security Code

**ALL balances are due within 7 days of this application approval.**

## 10

**No shows, will NOT receive the security deposit refund.**

**If you cannot attend this event after payment, no refunds will be processed for the full amount, this contract is binding.**

Cardholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By signing this, I agree to be charged for all of the itemized requests above. I give Magnolia fair company permission to charge my card for the above amount plus taxes and fees.

**Return this fully completed application to [karla@magnoliafairs.com](mailto:karla@magnoliafairs.com),  
or by mail with your full payment to:**

**Magnolia Fair Company, LLC - Pine Belt Fair  
Attention - Exhibitor Services  
P.O. Box 1327, Cordova TN, 38088-1327**

# TERMS, RULES AND REGULATIONS FOR MAGNOLIA FAIRS SHOWS AND EXPOS

This document and any later additions, corrections or clarifications made by Magnolia Fairs are a binding part of the Exhibitor Contract/Application.



## 1. ADMISSIBLE EXHIBITS

- Exhibitor will not display any product without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show.
- Show Management reserves the right to determine the eligibility of any company or product for inclusion in the show. No Exhibitor shall exhibit, or permit to be exhibited in the space allocated to them, any merchandise other than that specified in this application.
- Exhibitor agrees that Show Management may remove any exhibits that it determines are of a disruptive, objectionable, dangerous or inappropriate nature.

## 2. DISPLAY CHARACTERISTICS

- Dimensions of all exhibit areas are believed to be accurately stated on the floor plans. If there is a discrepancy or error, Show Management will make every effort to correct the situation once it is brought to our attention.
- Facility lighting may not illuminate all areas evenly and effectively and Show Management assumes NO responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense. Show Management assumes no responsibility for temperature levels during set-up, exhibit or takedown periods.

## 3. LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by Show Management or, if no alternative is available, may be required to forfeit their show participation rights.

## 4. STAFFING OF EXHIBITS

- Exhibits must be staffed during all show hours.
- Exhibit removal prior to the final day's close of the show is strictly forbidden.
- Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's show.

## 5. PAYMENT FOR SPACE

- Exhibitors must be paid in full before they are allowed to move into the show. (All other accounts with Magnolia Fairs must also be current.)
- Exhibitors who fail to make space payments in accordance with the terms on the application will not be considered for space increases, location changes or upgrades of any kind and are subject to cancellation without credit or refund.

## 6. CANCELLATIONS AND CUTBACKS

- Should the exhibitor wish to cancel this contract or reduce the total amount of space (or spaces), Magnolia Fairs will refund all payments received only if written notice of the request for cancellation is received by Magnolia Fairs before the contract is accepted by Magnolia Fairs.
- Once a contract has been accepted, written notice of a cutback or cancellation must be sent to Magnolia Fairs. Specific deadlines and details regarding cancellation are stated on each individual show/expo applications. Once paid in full NO REFUNDS will be processed.
- For all Exhibitors requesting a space reduction, Magnolia Fairs reserves the right to relocate the exhibit or reconfigure it as determined by show management.

## 7. SUBLEASING

Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Non-exhibiting firms may not place stickers, placards, or other signs anywhere in the show.

## 8. SALE OF MERCHANDISE

Management reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas. The exhibitor agrees to be solely responsible for registering for, collecting, and reporting appropriate sales taxes.

## 9. INDEMNIFICATION

- Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the show venue, Magnolia Fairs and their managers, officers,

agents and employees, and each of them ("indemnitees") from all losses, claims, liability, damage, actions, judgments recovered from or assessed against above named indemnitees, plus expenses (including, without limitation, attorney's fees and expenses) (i) from the breach by Exhibitor and/or its Contractors, their directors, officers, employees, agents or Exhibitor's contractors, or any of them, of any representation or covenant set forth herein; (ii) for any injury to or death of any persons, or any loss of, through theft or otherwise, or damage to, property arising in any way in connection with the use and enjoyment by the Exhibitor, or any other person or entity, with the permission, express or implied, of Exhibitor of the space, equipment or the show space or hall; (iii) arising from the use of equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the show, or the use of the space. Magnolia Fair Company llc does not guarantee a vendors/exhibitors success at the event, we only provide the space for vendors to lease.

- Each party agrees that the federal and state courts sitting in the city of the show have exclusive jurisdiction to hear and to determine all claims and disputes between the parties arising out of this agreement. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability to the other for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law.

## 10. ACTS OF GOD

Magnolia Fairs shall have no liability whatsoever for any matter or thing resulting from strikes, lockouts, fire, acts of terrorism or war, inclement weather or other acts of God; except that if Exhibitor's show space has not been made available to Exhibitor, Magnolia Fairs shall return to Exhibitor payments made by Exhibitor after deducting therefrom a pro-rata share of expenses incurred in connection with said Show.

## 11. INSURANCE

- Magnolia Fairs shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft. -Exhibitor is required to follow and use all of the security arrangements made by Magnolia Fairs for property and valuables when the show is not open.
- The Exhibitor understands that neither Magnolia Fairs nor the show venues maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.
- The exhibitor understands, they must add Magnolia Fair company as the certificate holder and additional insured to their commercial insurance, if they choose not to purchase insurance through this application. During vendor audits TMS reserves the right to remove all vendors from the fairgrounds who have not obtained the appropriate insurance by opening day. No refunds will be provided in this event as this is a contractual requirement. Magnolia Fair company llc is not responsible for vendor/exhibitor equipment or property damages to vendor/exhibitor property

## 12. COPYRIGHTS

Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Event of any music, written material, dramatic rights, inventions, devices or similar items that are the subject of any copyright, trademark, tradename, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless Magnolia Fairs and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use.

## 13. AMENDMENTS

- The Show Management has full power in the interpretation and enforcement of all terms, rules and regulations and full power to establish other rules and regulations considered necessary for the proper conduct of the Show.
- Exhibitor agrees to comply with such terms, rules and regulations. Exhibitor's failure to comply with such terms, rules and regulations shall entitle Magnolia Fairs to terminate Magnolia Fairs' obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space.
- Exhibitor agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities which affect the show space.
- No failure by Magnolia Fairs to enforce or any delay in the enforcement of any rights or power by Magnolia Fairs shall impair any right, power or remedy that Magnolia Fairs may have under this contract.



# FAIR EXHIBITOR VENDORS & FOOD CONCESSIONS RULES AND REGULATIONS MUST READ & SIGN BELOW

1. Vendors can ONLY Move in between 8am – 5pm On the listed move in dates ABOVE  
Any Vendors/Exhibitors not moved in this time frame will NOT be allowed to set up.
2. ALL Trash and Tear down & Clean up must be completed by 5pm on the listed move out date, or security deposit will be forfeited.
3. All Tents must be weighted, Magnolia Fair Company is not responsible for vendor exhibitor property damages due to inclement weather.
4. Magnolia Fair Company does NOT issue security deposit refunds for vendors who do not attend ALL days of the event, or vendors who move out prior to the move out date.
5. Magnolia Fair Company provides a space for vendors/exhibitors to rent for the event and does not guarantee the success of the vendor/exhibitor.
6. All items not removed from the premises by the designated move out date and time, will be subject to a 200\$ fine and forfeiture of the security deposit.
7. ALL EXHIBITOR VENDORS & Concession Badges will be issued to the VENDORS ON THE DATE OF MOVE IN. BADGES are for employees of the concession AND/OR EXHIBITOR VENDOR. Misuse of discounted BADGES may result in revocation of purchasing privileges.
8. EXHIBITOR VENDORS & Concessionaire is responsible for procurement of additional parking passes/VENDOR BADGES from TICKET BOOTH for the price listed above. Vendors may NOT purchase more than 6 vendor/exhibitor badges.
9. No exhibitor vendors or concessionaire shall setup or operate on the FAir grounds until a standard ACCORD general liability insurance certificate is on file With MAGNOLIA FAIR & Forrest County Multipurpose Center Office. Insurance certificates must name the following as additional insured: MAGNOLIA FAIR COMPANY LLC, its staff and Directors; Forrest County Government; Forrest County Multipurpose Center, its staff, directors, and employees. Certificate must show that Concessionaire & EXHIBITOR VENDORS, has comprehensive general coverage with at least \$1,000,000 per occurrence for bodily injury and property damage. Concessionaires must provide statutory limits of workman's compensation for its employees.
10. Concessionaires must purchase ALL items used at the Pine Belt Fair City Fair from approved Pine Belt Fair Wholesalers. Concessionaires are not permitted to bring any goods or items onto the Pine Belt Fair Grounds which are to be consumed by the public without the written consent of the Pine Belt Fair Management. EXHIBITOR VENDORS & Concessionaire is responsible for all Gross Receipts Taxes due.
11. EXHIBITOR VENDORS & Concessionaire is responsible for all Sales Taxes Due. Concessionaire is responsible for the following fees: Area Cleanup, Utilities, Health Permits, and Tent Inspection Fees where applicable. Price and Menu Boards MUST be placed in plain view of the buying public. Boards must list all items sold with prices of each and are limited to display in the individual area assigned to the Concessionaire AND/OR EXHIBITS.
12. Only items specifically listed in Concessions & EXHIBITORS VENDOR Contract may be sold. Substitutions, additions, or changes must be documented with letters of permission on file with the Pine Belt Fair.
13. EXHIBITOR VENDORS & Concessionaires are responsible for maintaining their Unit in a clean state. Security deposit will be forfeit if on move out their is debris and trash still left on the premises or damage to the property.
14. Signage must be produced in a professional manner and attached to the concession OR EXHIBITOR VENDOR stand. Each Concessionaire must comply with the rules and regulations of the Forrest County Health Department. Failure to comply will result in revocation of concession License.
15. **Setup Time starts after 8:00 am AND ENDS AT 5PM.** EXHIBITOR VENDORS & concessionaires must be ready to serve 15 minutes before posted opening time on each day of the Event. Concessionaire shall not close prior to 10:00 pm each day unless approved in advance by MAGNOLIA FAIR COMPANY. Early closure may result in an on the spot penalty of \$50 PER/DAY OF EARLY CLOSURE.
16. Each EXHIBITOR OR concessionaire MUST bring up to 150 foot of appropriate electrical cable with appropriate hookups and cam lock hookups.
17. This Fair is a family event providing good food, good entertainment, and educational exhibits. Therefore, at all times, the Concessionaire's conduct shall promote those themes. Customer service and product quality shall be the number one priority of the Concessionaire AND EXHIBITORS. In issues concerning the customer, it shall be presumed that the customer is always right. The Concessionaire shall have enough product and staff to keep waiting lines to a minimum.
18. EXHIBITOR VENDORS & Concessionaire must keep its facility clean and maintain appropriate containers for trash and litter. Condi-ments available to the public must be properly covered. Concessionaire must not permit its trash containers to overflow. Concessionaire will have proper refrigeration and clean food service areas. In the event the Conces-sionaire is advised that such does not exist, it will promptly implement actions to comply with these refrigeration or cleanliness requirements.
19. Designated monitors AND MANAGEMENT may check the quality of concessions AND EXHIBITOR VENDOR operations during the Fair. CONCESSIONS & VENDORS agrees to promptly correct any conditions found by said monitors. Failure to promptly correct noted conditions may result in discontinuation of operations.
20. No parking is permitted ON THE MIDWAY. Unloading is NOT allowed 2 HOURS PRIOR TO OPENING OPERATIONAL TIMES.  
NO VEHICLES ARE ALLOWED ON THE MIDWAY DURING OPERATIONAL HOURS.

**SIGNATURE :** \_\_\_\_\_

**DATE:** \_\_\_\_\_