



2024 Smoke on the Beach Vendor Application

When: May 10-11, 2024

Where: Old Pavilion Site – Myrtle Beach, South Carolina

Vendor booth spaces available on a first come, first served basis

Cost: \$125.00 per space

12' X 20' vendor space; vendor provides own tent

Sales are limited to your booth space.

Sale of food and beverage must be approved by MBSC Smoke on the Beach

Application deadline for all vendors is **April 30, 2024**

Applicant/Contact Name: _____

Company/Organization Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Telephone: _____

Tax Number: _____

Federal Tax ID / SSN: _____

Specific description of booth and items to be sold include booth size:

Please make checks payable to:

Myrtle Beach Shrine Club
Smoke on the Beach
Attention: Rusty Watson
P.O. Box 786
Myrtle Beach, SC 29578



TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, Vendor and MBSC Smoke on the Beach (hereinafter MBSC), each of them hereby agrees as follows:

- (1) Vendor shall and does hereby agree to release, hold MBSC harmless and indemnify MBSC, Omar Shrine, its employees or agents, from all claims liabilities, demands, expenses, taxes or assessments of any nature or kind, expressed or implied whether sounding in tort or in contract that may be asserted against MBSC, Omar Shrine, its employees or agents, by any person, firm, corporation, governmental agency or taxing authority, that may arise out of any acts or omissions, active or passive, related to the MBSC or from Vendor participation therein except which arise from the gross negligence or willful misconduct of MBSC.
- (2) Vendor shall also indemnify, defend (by counsel reasonably acceptable to MBSC), protect and hold MBSC, and each of MBSC's partners, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorney's fees) or death of, or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by Vendor's participation in the MBSC Smoke on the Beach. For purposes of the indemnity provisions hereof, any acts or omissions of, or by employees, agents, assignees, or of Vendor or others acting for or on behalf of vendor (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Vendor.
- (3) Vendor shall ensure that any use of the Event, names, logos, mascots, titles, rights, designations, marks and trade or service marks shall include all copyright notices and/or trademark legend(s).
- (4) Vendor shall not adopt or register, or begin to use any name, logo, trademark or symbol or mark or designation which in MBSC's opinion, includes or is confusingly similar to, or is a simulation or colorable limitation of or unfairly competes with MBSC Smoke on the Beach.
- (5) In the event MBSC is required to enforce the terms of this Agreement, Vendor agrees to pay all costs including attorney's fees, or to reimburse MBSC upon demand for any expense or claim which it may incur because of the herein described transaction.
- (6) This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.



Additional Guidelines & Regulations

- (1) Your booth space will not be reserved until this application is approved by MBSC Smoke on the Beach. Deadline for application is April 30, 2024. You will be notified once your application has been accepted by email.
- (2) Vendors may sell food or beverage upon the approval of the Smoke on the Beach Committee.
- (3) Booth space is extremely important. The exhibitor will be provided a 12' X 20' space. The exhibitor must supply their OWN tent, tables, chairs, trash receptacles, etc. The more attractive your booth, the better you will sell. Be prepared – Rain or Shine.
- (4) Set up will be Friday, May 10, 2024, from 10am to 2pm. Set up must be completed by 2PM on Friday.
- (5) Booth fee is non-refundable
- (6) If you do not come to the festival, you forfeit all fees submitted.
- (7) No Vendor may sell outside their booth space.
- (8) Outside alcohol is not permitted
- (9) MBSC reserves the right to deny applications at its sole and exclusive discretion.
- (10) All applicable forms and licenses for the City of Myrtle Beach and Horry County and compliance with DHEC regulations are the responsibility of the vendor.

You may access a copy of the SCDHEC guidelines for food service at special events at the following web link or by visiting your local SCDHEC office for a hard copy of the information. Go to www.scdhec.gov/food and click on Regulation 61-25. Be sure to look at Chapter 9 (specifically 9-9) for event specific information. Also, look through their fact sheets listed on www.scdhec.gov/food for great food safety information. **PLEASE BE ADVISED – AN EVENT AUTHORIZATION FORM WILL BE SUBMITTED TO SCDHEC WITH YOUR INFORMATION – THIS DOES NOT MEAN THERE WILL BE AN INSPECTION, BUT YOU SHOULD ALWAYS BE PREPARED.**

You may also download a copy of the DHEC guidelines on mbscsmokeonthebeach.com under the 2024 Vendor Application Tab.

- (11) All guidelines from the city, state, and federal agencies along with MBSC Smoke on the Beach shall be observed.

Signature

Date