

FOXFEST FOR THE ARTS VENDOR BOOTH APPLICATION/AGREEMENT

This Vendor Booth Agreement ("Agreement") is entered into as of _____, 20__ ("Effective Date"), by and between:

FOXFEST FOR THE ARTS, INC., a South Carolina nonprofit corporation ("Festival" or "Organizer")

AND _____ ("Vendor")

Business Name (if different): _____

Address: _____ City, State, ZIP: _____

Phone: _____ Email: _____

Tax ID/EIN (if applicable): _____

WHEREAS, Festival is organizing and producing FOXFEST for the ARTS ("Event"), a music and art festival to be held on March 21, 2026, in Downtown Myrtle Beach, South Carolina; and

WHEREAS, Vendor desires to rent booth space at the Event to display and sell products and/or services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. EVENT DETAILS

Event Name: FOXFEST for the ARTS Date: March 21, 2026

Location: Nance Plaza Downtown Myrtle Beach, South Carolina

Event Hours (subject to change):

11:00 AM – 7:30 PM Nance Plaza

2. BOOTH SPACE RENTAL

2.1 Booth Assignment

Vendor is assigned the following booth space:

Booth Number: _____ Size: 10' x 10' Booth Fee: \$100

2.2 Booth Fee Payment

The total Booth Fee is due in full upon execution of this Agreement. Vendor agrees to pay the Booth Fee by the following method:

Check (payable to FOXFEST FOR THE ARTS) Credit Card Cash PayPal (@foxfestforthearts)
 Zelle (foxfestforthearts@gmail.com) Other: _____

2.3 Non-Refundable Fee

THE BOOTH FEE IS COMPLETELY NON-REFUNDABLE UNDER ANY CIRCUMSTANCES, including but not limited to inclement weather, Vendor's inability to attend, personal emergencies, illness, Event cancellation, postponement, or any other reason whatsoever. By signing this Agreement, Vendor acknowledges and accepts this no-refund policy.

3. SETUP AND TEARDOWN

3.1 Setup Times

8:45 AM – 10:45 AM

Vendors must be completely set up and ready for business by 10:45 AM.

3.2 Teardown Times

7:30 PM – 8:20 PM

Vendors may NOT teardown before the Event officially ends.

3.3 Early Departure

Vendors who leave or disassemble their structure before the official end of the Event will forfeit any consideration for future Festival events and may be subject to additional penalties at Festival's sole discretion.

4. BOOTH SPECIFICATIONS AND REQUIREMENTS

4.1 Space Provided

Festival will provide ground space only measuring 10' x 10'. Vendor is responsible for providing all tables, chairs, tents, displays, and other equipment necessary for their booth operation.

4.2 Tent Requirements

This is an OUTDOOR event. Due to proximity to the ocean and potential wind conditions:

- All tents and canopies MUST be properly weighted with sandbags or equivalent anchoring systems
- Stakes driven into pavement or plaza surfaces are PROHIBITED
- Vendor is solely responsible for securing their tent/structure
- Festival is not responsible for damage to Vendor property due to wind or weather

4.3 Booth Boundaries

Vendor must remain within their assigned 10' x 10' space. No encroachment into aisles, walkways, or neighboring booths is permitted. All products, signage, and displays must fit within the assigned space.

4.4 Electrical Power

Electrical power is NOT provided. Vendors requiring electricity must provide their own generator and ensure it operates quietly and safely.

5. PERMITTED AND PROHIBITED ITEMS

5.1 Permitted Vendor Categories

- Arts and crafts
- Merchandise
- Education
- Services
- Information
- Cottage food goods that comply with South Carolina Home-based Food Production Law

5.2 Prohibited Items and Activities

Vendor is strictly prohibited from selling, distributing, or displaying:

- Weapons of any kind (including knives, firearms, replicas)
- Alcoholic beverages
- THC products or cannabis-related items
- Food from food trucks or requiring on-site preparation/cooking
- Any food products that do not comply with SC Cottage Food regulations

- Any illegal, obscene, or offensive materials
- Any items that compete with official Festival merchandise or fundraising activities

5.3 Music and Noise

Live music stages will be operating throughout the Event. Vendors may NOT play their own music or create excessive noise that interferes with the stages or other vendors.

6. VENDOR RESPONSIBILITIES AND COMPLIANCE

6.1 Licenses and Permits

Vendor is solely responsible for obtaining and maintaining all necessary licenses, permits, and approvals required by federal, state, and local law to operate their business and sell their products, including but not limited to:

- Business licenses • Sales tax permits • Hospitality Tax Accounts
- South Carolina Department of Agriculture approvals (if applicable)

******NOTE: Since this is a one-day festival, organized by a nonprofit, without traditional food vendors, the City of Myrtle Beach is NOT requiring licensing / hospitality tax collection. ******

6.2 Sales Tax

Vendor is solely responsible for collecting, reporting, and remitting all applicable South Carolina sales taxes.

6.3 Hospitality Tax

Certain food vendors may be required to collect and remit Hospitality Tax to the City of Myrtle Beach. Vendor is solely responsible for determining applicability and compliance with all local tax requirements.

6.4 Conduct and Appearance

- Vendor and their representatives must conduct themselves in a courteous manner at all times
- Booth must be kept clean, organized, and visually appealing
- Vendor must staff their booth during all Event hours
- Aggressive sales tactics, harassment of attendees, or disruptive behavior is prohibited

6.5 Insurance and Safety

- Vendor is strongly encouraged to maintain general liability insurance
- Vendor must comply with all fire, safety, and health codes
- Vendor must ensure their booth and products do not create hazards for attendees or other vendors

7. INDEMNIFICATION AND HOLD HARMLESS

7.1 Vendor's Indemnification

Vendor agrees to indemnify, defend, and hold harmless FOXFEST FOR THE ARTS, INC., its directors, officers, employees, volunteers, agents, and representatives, and the City of Myrtle Beach, its officials, employees, and agents (collectively, "Indemnified Parties") from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from:

- Vendor's use of the booth space • Vendor's products, services, or operations
- Any acts or omissions of Vendor, its employees, agents, or representatives
- Any breach of this Agreement by Vendor • Any violation of law or regulation by Vendor
- Any injury to persons or damage to property caused by Vendor

7.2 Product Liability

Vendor assumes all responsibility and liability for the safety and quality of products sold or distributed. Festival has no responsibility for defective products, product recalls, or injuries caused by Vendor's products.

8. LIMITATION OF LIABILITY

8.1 Festival's Liability

TO THE MAXIMUM EXTENT PERMITTED BY SOUTH CAROLINA LAW, FESTIVAL'S TOTAL LIABILITY TO VENDOR FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE BOOTH FEE PAID BY VENDOR.

8.2 No Consequential Damages

IN NO EVENT SHALL FESTIVAL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, OR LOST BUSINESS OPPORTUNITIES.

8.3 Property Damage and Theft

Festival is not responsible for any theft, damage, or loss of Vendor's property, inventory, equipment, or money. Vendor is solely responsible for securing and insuring their own property.

9. FORCE MAJEURE AND EVENT CANCELLATION

9.1 Force Majeure Events

Neither party shall be liable for failure to perform its obligations under this Agreement when such failure is due to causes beyond its reasonable control, including but not limited to:

- Acts of God (hurricanes, tornados, floods, earthquakes)
- Severe weather conditions
- Fire, explosion, or other catastrophe
- War, terrorism, civil unrest, or riot
- Epidemic or pandemic
- Government orders or regulations
- Utility failures or infrastructure damage
- Any other circumstances beyond the reasonable control of the parties

9.2 Weather and Outdoor Event Risk

VENDOR ACKNOWLEDGES THAT THIS IS AN OUTDOOR EVENT AND THAT WEATHER CONDITIONS ARE UNPREDICTABLE. The Event will proceed rain or shine unless conditions create a safety hazard as determined by Festival in its sole discretion. Light rain, wind, cold, or heat will not constitute grounds for cancellation.

9.3 Cancellation or Postponement

If the Event is cancelled, postponed, relocated, or materially modified due to force majeure or any other reason:

- The Booth Fee remains NON-REFUNDABLE
- Festival may, at its sole discretion, offer Vendor the option to:
 - a) Transfer the booth to a rescheduled event date (if applicable), OR
 - b) Receive a credit toward a future FOXFEST FOR THE ARTS event
- Festival has no obligation to provide any refund, credit, or compensation

9.4 Partial Event

If the Event begins but is interrupted or ended early due to weather or other circumstances, the Booth Fee remains non-refundable and Vendor has no claim for damages or compensation.

10. FESTIVAL'S RIGHTS AND REMEDIES

10.1 Right to Relocate

Festival reserves the right to relocate Vendor's booth to a different location of similar value if necessary, due to layout changes, safety concerns, or other operational needs.

10.2 Right to Inspect

Festival reserves the right to inspect Vendor's booth, products, and operations at any time to ensure compliance with this Agreement and applicable laws.

10.3 Right to Remove

Festival reserves the right to immediately remove any Vendor who:

- Violates any term of this Agreement
- Sells prohibited items
- Engages in illegal activity
- Creates a safety hazard
- Behaves in a disruptive manner
- Fails to maintain required licenses or permits

Removal does not entitle Vendor to any refund and does not limit Festival's other remedies.

10.4 Right to Modify Event

Festival reserves the right to modify Event hours, layout, entertainment, or other aspects of the Event as needed. Such modifications do not constitute grounds for refund or breach of this Agreement.

11. ASSIGNMENT AND SUBLETTING

Vendor may not assign this Agreement or sublet the booth space without Festival's prior written consent. Any attempted assignment or subletting without consent is void and constitutes a material breach of this Agreement.

12. INTELLECTUAL PROPERTY

12.1 Festival Materials

All Event names, logos, marketing materials, and intellectual property related to FOXFEST FOR THE ARTS are the exclusive property of Festival. Vendor may not use Festival's name, logo, or branding without prior written permission.

12.2 Photography and Media

Festival and its authorized representatives may photograph, video record, or otherwise document the Event, including Vendor's booth. Vendor grants Festival the right to use such images for promotional purposes without compensation.

13. GENERAL PROVISIONS

13.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements. No modification of this Agreement is valid unless in writing and signed by both parties.

13.2 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.3 Waiver

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

13.4 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. Any legal action arising out of this Agreement shall be brought exclusively in the state or federal courts located in Horry County, South Carolina.

13.5 Headings

Section headings are for convenience only and do not affect interpretation of this Agreement.

13.6 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. ACKNOWLEDGMENTS

By signing below, Vendor acknowledges and agrees that:

- Vendor has read and understands all terms and conditions of this Agreement
- The Booth Fee is completely non-refundable under any circumstances
- This is an outdoor event subject to weather and other uncontrollable factors
- Vendor assumes all risks associated with participation in the Event
- Vendor is responsible for all licenses, permits, taxes, and regulatory compliance
- Vendor will comply with all prohibited items and conduct requirements
- Vendor will properly secure all tents and equipment against wind
- Vendor releases and indemnifies Festival from all liability as stated herein

Festival Signature: _____ **Vendor Signature:** _____

Printed Name: _____ **Printed Name:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

*****SUBMISSION OF THIS APPLICATION/AGREEMENT IS NOT A GUARANTEE OF A VENDOR SPOT ASSIGNMENT. THIS APPLICATION/AGREEMENT IS SUBJECT TO APPROVAL BY FOXFEST FOR THE ARTS. NO PAYMENT IS DUE UNTIL YOUR APPLICATION/AGREEMENT IS APPROVED AND A REPRESENTATIVE OF FOXFEST FOR THE ARTS NOTIFIES YOU*****

FOR OFFICE USE ONLY: Payment Received: \$ _____ **Date:** _____ **Method:** _____

Check #: _____ **Processed by:** _____ **Booth Assignment:** _____