



# A LONG BAY SYMPHONY MUSIC & BARBECUE FESTIVAL

# 2024 Vendor Packet

March 23, 2024 | 11AM - 4PM Pavilion Park 205 9th Avenue N Myrtle Beach, South Carolina

For the first time, the Long Bay Symphony presents **Rhapsody in 'Cue**, a music and barbecue festival, sanctioned by the Southern Barbecue Network (SBN). Enclosed in this packet you will find the details for participating as a vendor at this festival.







#### **FESTIVAL RULES & REGULATIONS**

- The festival organizer (Long Bay Symphony) reserves the right to determine whether any vendor, product or display is eligible for inclusion in the festival. Both parties mutually agree that the festival organizer shall have full authority in the placement and operation of vendors and their booth space.
- Some items that CANNOT be sold are as follows:
  - No drugs or drug paraphernalia; No explosive items, fireworks, or aerosol propelled items or lighters; No stink bombs or anything similar that requires the product to be ignited; No knives, swords, guns, or any type of weapon.
- 12' wide x 10' deep are the predetermined dimensions at which the exhibitor agrees to stay within. The exhibit MAY NOT extend in front of any adjacent booth or exhibit and must stay within the dimensions of the 12' wide x 10' deep space given. If additional space is required, you must purchase additional 12' x 10' spaces.
- Vendors and their representatives must stay within their booth space during the festival; they are not allowed to leave their space to sell items, accept donations, distribute literature/coupons, etc.
- Vendors must also keep their booths in line with all the other vendor booths to ensure the proper flow of pedestrian traffic and safety.
- We strive for a variety of food & merchandise vendors and try not to duplicate entries. Please include a full description of the items you will be selling within your application.
- Set-Up & Breakdown
  - Vendor set-up begins at 8:00 AM. You must check in by 9:30 AM or you will not be allowed to drive into the festival area.
  - Vehicles MUST BE OUT OF THE FESTIVAL AREA BY 10:00 AM. After unloading your equipment, park your vehicle in a public parking area, and then return to your booth to setup.
  - Vendors MUST be set up by 10:30 AM.
  - You will be responsible for all booth setup, tear down, supplies, tables, workers, etc. Vendors
    must furnish their own tent, tables, equipment and signage. Tents must be weighted to
    withstand gusts of 60 mph winds.
  - All vendors must enter the festival through the check-in located on <location>. You must come through check in before setting up.
  - Breakdown begins no earlier than 4:00 PM, and vehicle traffic will be allowed into the festival area around 4:15 PM.





## **FESTIVAL RULES & REGULATIONS**

- All vendors must complete breakdown and load-out by 6:00 PM.
- Each vendor is expected to leave their area free of trash and waste and placed in the designated area trash containers. There will be designated areas for you to dispose of hot ash and grease after the event; \*Plan to bring containers for easier transport of grease.
- Vendors must adhere to all fire, health, and other codes whether local, county, state, or federal.
- All vendors are expected to respect the rights of other teams. Profane language or infringement on another vendor WILL NOT BE PERMITTED.
- Vendors are not permitted to sell or give away alcohol to the public. All teams must comply
  with City and State alcohol laws no open containers.
- Only vendors that deal specifically with animals or service dogs are allowed animals in their booth. If you sell pet supplies, pet costumes, etc. this does not qualify.
- Electricity and water access is LIMITED and will be given on a first payment basis (110v only). Vendors should bring their own, at least 100 foot, outdoor rated and grounded extension cord as well as at least a 100 foot water hose.
- Considerations for Food Vendors
  - All food vendors must obtain 'products liability insurance' with at least \$1 Million in coverage and name the "City of Myrtle Beach" as an additional insured.
  - All food vendors are responsible for observing prudent temperature and sanitary
    requirements as specified by the South Carolina Department of Health and Environmental
    Control (SCDHEC). 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: <a href="https://www.scdhec.gov/food">www.scdhec.gov/food</a>
  - 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 ALWAYS BE PREPARED!
  - Food Vendors shall have the appropriate fire extinguishers for their booth, minimum 2A:10BC and/or Class K (deep fat fryers). All fire extinguishers shall display a current annual 3rd party certification in accordance with NFPA 10.
  - Beverages in glass containers are not allowed to be sold at this event. Please use plastic, aluminum or paper.
- Vendors may not sub-lease their space, nor any part thereof.
- Vendors will need to show \$1,000,000 certificate of insurance and a current business license (if you do not have a business license, please reach out to the city of Myrtle Beach regarding one-day business license opportunities).





## **VENDOR REGISTRATION FORM**

The deadline to submit your registration application is March 1st, 2024 or until maximum capacity has been reached. Space is limited! SUBMISSION OF AN APPLICATION DOES NOT GUARANTEE A SPACE IN THE FESTIVAL.

Please make sure to include the following with your registration: $\square$ Registration fee
$\square$ Completed application
☐ Signed Hold Harmless Agreement
☐ Proof of insurance
Vendor Name:
Address:
Primary Contact Name:
Phone Number:
Email Address:
Secondary Contact Name:
Phone Number:
Email Address:
Description of items to be sold:





#### **VENDOR REGISTRATION FEES & OPTIONS**

Registration fees must be paid in full at the time of application. Applications without fees will not be accepted.

Please check all items that apply:
☐ Food Vendor standard space (10x12): \$250
☐ Non-Food Vendor standard space (10x12): \$175
☐ Non-Profit Organization standard space (10x12): \$30
$\square$ Additional vendor space (upgrade to 20X12): \$50
$\square$ Electricity 120V is requested. \$50
$\square$ Electricity 240V is requested: \$100
$\square$ A water connection is requested.
$\hfill \square$ The vendor will be bringing a trailer / food truck.
☐ If Yes, please list size:
Total registration fees:

#### Payment options:

Make checks payable to the Long Bay Symphony or call 843-448-8379 to pay with Credit Card (Visa, Discover, or Mastercard--we do not accept American Express). There is no rain date for Rhapsody in 'Cue. Refunds will only be issued if the event is canceled.

Please mail all application materials to:

The Long Bay Symphony 1107 48th Avenue N STE 310-E Myrtle Beach, SC 29577

#### OR IF PAYING BY CREDIT CARD

Scan and email materials to info@longbaysymphony.com





#### HOLD HARMLESS AGREEMENT

Please read the following carefully and sign below. Your application will be deemed incomplete without a signature.

INDEMNITY. The BBQ Team/Vendor agrees to indemnify and hold harmless the Symphony from and against any and all claims and actions including, without limitation, expenses, cost, attorney fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss or damage arising or resulting from the Symphony's participation in the event. It is expressly understood and agreed that BBQ Team/Vendor obligation to indemnify and hold harmless Symphony encompasses and include any all claims alleging that any injuries or damages were caused solely or in part, by the negligence acts or omissions of Symphony, its members, and agents, whether such claims are made by BBQ Team/Vendor, by BBQ Team/Vendor's employees, or by third parties, unless acts or omissions were caused by gross negligence, recklessness, bad faith or intentional conduct on the part of the Symphony, its members and agents. If any claim or action is brought against Symphony by reasons Symphony's participation in the performance, upon notice by Symphony, BBQ Team/Vendor shall defend at its own expense, by counsel reasonably satisfactory to Symphony, such claim(s) or action(s).

**ARBITRATION**. Any dispute under this Agreement which shall not have been resolved by negotiation between the Seller and Purchaser, including any claim for indemnification or damages, shall be settled by arbitration in Horry County, South Carolina pursuant to the South Carolina Uniform Arbitration Act. The parties consent to the jurisdiction of Horry County Common Pleas Court South Carolina, for all purposes in connection with arbitration, including the entry of judgement on any award. The prevailing party shall be entitled to recovery of its reasonable legal fees and expenses. The parties consent that any process or notice of motion or other application to either of said courts, and any paper in connection with arbitration, may be served by deposit with a nationally recognized overnight courier, with written verification of receipt, or by personal service or in such other manner, including facsimile, as may be permissible under the rules of the applicable court or arbitration tribunal, provided a reasonable time for appearance is allowed.

Signature:	Date:
Printed Name:	