

# Indoor Market Vendor Application Agreement & Rules

**Complete Application and Email all pages to:**  
**[indoormarketatinletsquare@gmail.com](mailto:indoormarketatinletsquare@gmail.com) or mail to 9575 Indigo Creek Blvd,**  
**Murrells Inlet, SC 29576**

Name:

Company/Direct Sales Company Name:

I have Liability Insurance (Y/N):

I have a SC Business License (Y/N):

Email:

Phone Number:

Product Description: (send pictures if you can)

I am interested in participating as a vendor on the following Indoor Market dates:

- June 1-2, 2019
- July 6- 7, 2019
- August 3-4, 2019
- September 7-8, 2019
- October 5-6, 2019
- November 2-3, 2019

**This application is not a guarantee of acceptance, so please do not send any form of payment. Payment will be requested at the time of acceptance and invitation. This application is not a contract and is no way binding to My Olive Shack LLC or the event organizers.**

**Hours:**

- Saturday – 10:00 – 4:00 (Set up begins at 8:30)
- Sunday – 12:00 – 5:00 (Set up begins at 10:30)

**Costs:**

- \$35 for an individual day
- \$65 for both days

**Additional Free Option:**

- If you'd like to store your items overnight at the mall, you may do so by moving them into the old JC Penney space at the end of the event on Saturday. You may leave your tables in place; however, it will be at your own risk as we do not offer security. The mall is open until 8:00 p.m. to the public.

We provide floor space. The Vendor is responsible to bring whatever is needed to set up their space.

**General Vendor Process:**

1. Vendor completes application to indicate the months they are interested in vending
2. Event Organizer acknowledges receipt of application
3. Approximately 2 months prior to the event date, the Event Organizer will send invitations to selected applicants
4. Vendor confirms attendance by paying booth fee for given month
5. Event Organizer confirms payment and a booth at event

**Cancellations:**

If the event is cancelled by the Event Organizer, the booth fee will be returned in the same payment method as submitted.

If the booth is cancelled by the Vendor after payment, there are no refunds; however, the event organizer may make an exception on a per basis situation.

**Market Rules:**

The Indoor Market at Inlet Square is a privately organized event that rents the space of the Inlet Square Mall.

- Vendor space is by Invitation only at the sole discretion of event organizer(s). By participating in one event in no way guarantees an invitation to future events.
- Event Organizer will limit the number of vendors in all merchandise/product categories based on event organizer's selections. Commercial, handcrafted products, and direct sell companies are selected at the discretion of the event organizer. Direct Sell companies will be represented by only one representative booth.
- Booth location is not guaranteed.
- No animals (Service animals only are allowed in your booth space)
- No booth sharing (If a friend didn't get a space, do not split your space to include their product offering, as you will not be invited back to future events)
- Booth layout will change each month depending on the number of vendors
- Booth space is not secured until payment is received
- No refunds once payment is received
- No reassignment or substitutes for your booth may be made by you
- No early breakdown of booth
- Booth space is approximately 10 x 10; however, some spaces may be slightly smaller and some may be slightly larger due to the general outline of the mall space.
- You are responsible for reporting, filing, paying any local, state or federal taxes on any sales that you make during the event.
- An insurance waiver must be signed for each event that you participate in and on file prior to beginning your set-up.
- No tent covered areas. You may use the skeleton of the tent frame to help with displaying your items, but no overhead tent covers.
- Electricity is not guaranteed. There are a limited number of spaces where electricity may be available. If electricity is required, you may request it and depending on space availability we will do our best to accommodate your request.
- Mall lighting is as is
- You agree to clean up your area at the conclusion of each event
- You agree to not drag any items that will damage or scratch the venue floor
- You agree to bring any necessary padding if your display has the potential to scratch or otherwise damage the venue flooring

By submitting this application and/or participating in the Indoor Market, you are acknowledging that you have received, understand and agree to these terms.

**WAIVER AND RELEASE OF LIABILITY**

In consideration of permission from West C Street Holdings, LLC, Inlet Square Mall, Sonja & John Hutton, and My Olive Shack LLC (collectively, "Host") for participating as a vendor at the **Indoor Market at Inlet Square Mall events** (the "Activity") the undersigned acknowledges and agrees as follows:

1. There is an inherent risk of injury from my presence at, and/or participation in, the Activity; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS RELATED TO MY PRESENCE AT, AND/OR PARTICIPATION IN, THE ACTIVITY, BOTH THE RISKS KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF THE RELEASEES (as hereinafter defined), AND I ASSUME FULL RESPONSIBILITY FOR MY ATTENDANCE AND/OR PARTICIPATION IN THE ACTIVITY; and,
3. If I observe any unusual significant hazard during my presence at, or participation in, the Activity, I will remove myself from participation in such Activity and bring such to the attention of the nearest official or representative of the Host immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives, family and next of kin, HEREBY WAIVE ANY CLAIMS AGAINST, RELEASE AND HOLD HARMLESS the Host, and its members, partners, managers, officers, directors, board members, agents, employees and/or lenders, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Activity (hereinafter referred to collectively as the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF THE RELEASEES OR OTHERWISE.
5. I, for myself and on behalf of my heirs, assigns, personal representatives, family and next of kin, hereby agree to indemnify and hold harmless the Releasees against any loss, costs, damages, liens, expenses (including attorneys' fees), lawsuits, claims, procedures, actions or other liability claimed or imposed upon the Releasees for any property damage or loss, personal injury of any kind, illness and/or death, whether arising from the negligence of the Releasees or otherwise. I agree to defend and indemnify Releasees from any claim, cost, or expense arising from or relating to my acts or omissions or alleged acts or omissions while participating in the Activity.
6. The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of South Carolina and that if any portion thereof is held invalid, it is expressly agreed that the remaining terms and conditions shall, notwithstanding, continue in full legal force and effect.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND FULLY INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AS TO THE ABOVE RELEASEES TO THE GREATEST EXTENT ALLOWED BY LAW. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY.**

Participant's Signature \_\_\_\_\_

Participant's name, printed \_\_\_\_\_ Date \_\_\_\_\_

***Note: a fully signed copy of this Agreement must be received before the Participant is allowed to take part in any activity***