

# Guyra Markets Stallholders Agreement

Guyra Markets are conducted by the Lions Club of Guyra Inc. and the Rotary Club of Guyra Inc. as the Guyra Market Committee.

This stallholder's agreement is between the above committee and the following stallholder.

The fee is \$25.00 for a 3x3 meter site. Larger sites are available

<b>Stallholder Details</b>	
Name of Stallholder :	
Address:	
Telephone:	
Mobile:	
Stall Products to be sold:	
<b>Public Liability Insurance Details</b>	<b>Verified And copies obtained</b>
Underwriter	
Value	
Expiry Date	
<b>Product Liability Insurance Details</b>	
Underwriter	
Value	
Expiry Date	
<b>Food Authority Permit No (if applicable)</b>	

I acknowledge I have read and understand the terms and conditions of being a stallholder at Guyra Markets and agree to abide by these terms and conditions.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signed: \_\_\_\_\_

## Stallholder Terms and Conditions Guyra Markets

This licence is for the Market Session and sets out the terms and conditions on which GUYRA MARKET COMMITTEE will allow you to conduct your stall on the Market Premises.

- 1 You must only trade from your stall at the Market Premises on the Market Day during the Market Hours. (8:00 a.m. to 1:00 p.m.)
- 2 The Committee representative will allocate you a stall on the Market Day.
- 3 You must set up one hour before the start of the Market Hours. If you have not set up your stall by the start of the Market Hours, you will forfeit your stall. The Committee representative may give your stall to another stallholder.
- 4 You must pack up and leave the Market Premises within one hour after the Market hours end, however you must not leave the market site or move any vehicles before market hours end.
- 5 The Market Premises are not GUYRA MARKET COMMITTEE's property. You must comply with the reasonable directions of the owner of those premises as well as GUYRA MARKET COMMITTEE's directions.
- 6 You must pay the Stall Fee to the Committee representative on or before the Market Day.
- 7 You must ensure that you and any person working with, for or under the direction of you, including but not limited to employees, agents and volunteers Personnel):
  - (a) keep your stall area clean and tidy and remove all rubbish and materials from your stall and dispose in garbage bins provided
  - (b) return to the Committee any items provided by the Committee to you for your stall
  - (c) keep access way clear at all times
  - (d) not sell any counterfeit or copied goods
  - (e) ensure the supply or sale of the Stall Products/Services comply with all relevant laws and safety and compliance standards.
  - (f) not represent to any person that the Stall Products/Services are endorsed or sponsored by GUYRA MARKET COMMITTEE
  - (g) follow all reasonable directions of the committee representative
  - (h) observe and comply with all policies, rules and regulations which GUYRA MARKET COMMITTEE reasonably requires you to comply with for the operation of the Market.
- 8 This licence is not an ongoing lease or licence of the Market Premises, other than a limited licence to run your stall on the Market Day on the Market Premises.
- 9 You are responsible for all licences and insurances including workers compensation and OH&S.

- 10 Before the Market Day, you must provide GUYRA MARKET COMMITTEE with a copy of the following policies to cover the risks and liabilities arising out of this licence:
- (a) \$10m public liability insurance and
  - (b) \$10m product liability insurance.
- 11 In signing this licence you are indemnifying GUYRA MARKET COMMITTEE for any loss or costs (including legal costs and any loss or damage to the Market Premises) or liability suffered or incurred by GUYRA MARKET COMMITTEE which is caused by:
- (a) any negligent or unlawful act or omission by you or your Personnel
  - (b) a breach of this agreement by you or your Personnel, or (c) any third party claim against GUYRA MARKET COMMITTEE rising out of or in connection with your Stall Products/Services
- other than those arising from the negligent or wilful act or omission of GUYRA MARKET COMMITTEE.
- 12 GUYRA MARKET COMMITTEE does not accept any liability for loss or damage arising from any Stall Products/Services.
- 13 GUYRA MARKET COMMITTEE is not responsible for any loss or damage to any equipment or other property you bring onto the Market Premises.
- 14 If you cancel your stall less than 24 hours before the Market Day you must still pay the Stall Fee to the Committee representative.
- 15 GUYRA MARKET COMMITTEE at its sole discretion reserves the right to cancel the Market if weather conditions are too dangerous.
- 16 The Committee representative has the sole discretion to refuse admission to the Market Premises and terminate this licence by ejecting any stallholder and its goods from the Market Premises.
- 17 GUYRA MARKET COMMITTEE accepts no liability for any loss or damage you or your Personnel suffer as a result of its decision to cancel the Market or terminate this licence, to the maximum extent permitted by law.
- 18 Any decision by the Committee representative is final and binding.