



## AGREEMENT TO RENT MARKET STALL

**MADE** on the \_\_\_\_\_ day of 2009

**BETWEEN:** Eumundi and District Historical Association Inc. 80 Memorial Drive, Eumundi, Queensland, 4562 "EHA"

**AND:** \_\_\_\_\_ "Stallholder"

### INTRODUCTION:

- A. EHA owns and operates certain sites ("the sites") known as the Eumundi Markets on Wednesdays, Saturdays and certain other days of each week. In operating the markets, EHA is striving to make visits to the Eumundi Markets the best sustainable shopping experience a customer could have anywhere in the world. EHA is also striving to assist stallholders grow their businesses through the provision of services and through improving their capability in on-line communication, marketing of products and exceeding shopping expectations.
- B. EHA offers the sites from time to time, on a regular or casual basis, to stallholders who wish to rent the sites on a week by week basis on any or all of these days, (Regular stallholders are also known as "permanents"), and casual stallholders
- C. EHA also owns and operates a storage and equipment hire business of tents, tables and other market equipment for the use of and hire by Stallholders known as the Market Hire Business ("MHB.")
- D. EHA has appointed a market manager ("the market manager") to manage the operations of the Eumundi Markets, to oversee the implementation of this Agreement through staff employed by EHA and to make final decisions on market matters in his/her sole discretion.
- E. The stallholder wishing to rent a site from EHA, acknowledges that he/she has read this agreement and undertakes to be bound by all the terms and conditions which by signing this agreement on the last page and initialling each page where indicated (This Agreement is also known as the "Eumundi Markets Rules").

## **OPERATIVE PROVISIONS:**

### **1) APPLICATION PROCESS**

- a) Any person who wishes to be considered for a site at the Eumundi Markets must first complete a Stallholder Application Form. Stallholder Application Forms are available from EHAs reception or from [www.eumundimarkets.com.au](http://www.eumundimarkets.com.au) on the stallholders on-line page.
- b) All applications are to include a full description of the intended products or services to be offered and the applicant's involvement in the creation of these products/services. Applications should include images of products if possible.
- c) Wednesday and Saturday markets are different programs but may be applied for on the same form. Acceptance for either market is at the discretion of the market manager and acceptance at one day's program in no way implies acceptance at the other. A different form is needed for stalls on any other day in response to expressions of interest.
- d) Successful applicants will be placed on a waiting list to receive a casual site allocation. Such applications remain current for one calendar year from the date of approval. After that period, the application is considered to have lapsed. The applicant may reapply if he/she so desires.

### **2) TERM**

This Agreement shall be operative for the period 1 January 2009 to 31 December 2009 or such further period as extended by EHA at its discretion.

### **3) MARKET STAFF**

- a) All site applications and market related enquiries, issues, disputes or complaints by stallholders or persons applying to be stallholders, must, in the first instance, be directed to the market manager, staff or nominee. EHA staff are available on 07 5442 7106 or by email [manager@eumundimarkets.com.au](mailto:manager@eumundimarkets.com.au). A phone message service is available.
- b) Where required by the market manager, or as provided for in this agreement, any enquiries, issues, disputes or applications must be placed in writing.
- c) Where this document refers to market manager it also applies to any staff or nominee appointed by the manager.
- d) The market manager can nominate any other staff member or any other nominee to act on any matters pertaining to this agreement.

### **4) ANNUAL REVIEW OF REGULAR STALLHOLDERS**

- a) On or before 1 January 2009, all existing or new regular stallholders who have current liability and product insurance and all relevant food registrations will be issued a copy of this agreement and a new regular Stallholder Registration Form.
- b) All such stallholders should then review their current year's registration and complete the new form, making sure that all the information contained in it is up to date and accurate. The registration must include a product outline, as per paragraph 6 of this agreement.
- c) The market staff will review all written applications within 30 days of their receipt and advise the outcome of the application to the applicant in writing.
- d) Stallholders who wish to seek a review of a registration decision of the market manager must notify the Secretary, EHA in writing with the heading 'Request for Review of Registration Decision of market manager within 14 days of receipt of such notice from the market manager. Such stallholders will be entitled to a one-month extension of regular status in

order to have their request for review processed, provided that, if the registration is unresolved due to a product dispute, such products are not to be offered for sale or displayed on the stall during this time. The review process includes considering any recommendation from the Market Stallholders Committee.

## **5) CASUAL STALLHOLDERS**

- a) Casual stallholders are rostered into vacant sites, if and when such positions become available. Placement of casual stallholders is wholly at the discretion of the market manager.
- b) Casual stallholders may not commence trading until they have presented the necessary insurance certificates and food licences to the market office and handed in a signed copy of a casual stallholder Registration Form.
- c) Casual stallholders are to be charged at the casual stallholder rate of \$40 for a standard market site (plus any market hire fees) on each market day.
- d) Short term casual stallholders who have not been allocated a regular casual site are to report to the office by 6.30am on Wednesdays and 5.30am on Saturdays to be allocated their site.
- e) A casual stallholder may become a regular stallholder when a suitable site becomes available at the discretion of the market manager.
- f) A casual stallholder may be allocated the same site for an extended period of time and be known as a long-term casual. This in no way confers a change in status to a regular stallholder.
- g) The market manager may, in his absolute discretion, refuse any casual stallholder any further attendance at the markets.

## **6) GOODS THAT MAY BE SOLD**

- a) Only the goods described and approved on the registration form may be sold from the stall.
- b) There is a preference for unusual products which support the ethos of Eumundi Markets.
- c) Goods sold within the market are to be made, manufactured or produced by the stallholder. The stallholder must produce sufficient evidence to satisfy the market manager of these matters and his/her decision shall be final.
- d) Exceptions to 6c have been and may be in the future approved by the market manager, in his/her sole discretion. New "exception" approvals will be advised to the Market Stallholders Committee in the market manager's monthly report.
- e) Any material misstatement or deliberate concealment of fact regarding product origin, personal involvement in the design and/or manufacturing process or any part of the registration information, may result in immediate termination of this Agreement.
- f) If any stallholder wishes to significantly change their product during the term of this agreement, they must apply in writing to the market manager on a Product Variance Form. The market manager may seek a recommendation from a meeting of the Market Stallholder Committee in making his/her final decision.
- g) These criteria apply to a stallholder whether operating on a regular or casual basis.

## **7) SITES**

- A. The occupation of a site by a stallholder, regular or casual, confers no estate or interest in the land owned or controlled by the EHA. Site areas vary in size. No guarantee is

- given regarding the location, size, frontage or total area of a site allocation.
- B. Whilst all effort is made to ensure that regular stallholders will receive their usual site allocation each week, EHA reserves the right to re-allocate sites as necessary. With the exception of moving of sites necessary for unforeseen and/or emergency circumstances, the market manager will provide one month's written notice of a re-allocation.
  - C. Regular stallholders wishing to move from their usual site to another site in the market must register their request in writing at the markets reception. No guarantee is given or implied by the market manager that the change requested can or will be granted.
  - D. Stallholders must ensure that all equipment used on, at, or for their site is safe and secure at all times. Umbrellas or other materials used to provide shelter or shade must be safely secured to the site in the interests of public safety.
  - E. Walkways and public areas are to be kept clear at all times. Stalls must stay within site boundaries unless authorised in writing by the market manager. Any promotional material may only be offered within site boundaries.
  - F. Stalls must, when erected, have a minimum clearance of 2.1 metres from the ground. Stallholders considering purchasing and/or changing their existing stall/and cover facilities should consult the market manager before making any change.
  - G. Sites must be kept clear of litter and must be left clean and tidy at the end of each market except items of approved storage. Market rubbish bins are not to be used for the disposal of stallholder packaging and/or preparation materials (eg cardboard boxes and food preparation scraps).
  - H. No permanent structures shall be attached to a stall without approval from the market manager. The market manager will include details of such approvals in his/her monthly report to the Market Stallholders Committee.
  - I. Any dispute over the size, area, location of a boundary of a site or location of a stall within a site, shall be resolved at the sole discretion of the market manager, staff or nominee.
  - J. Stallholders acknowledge that EHA has the right, in its sole discretion, to reduce or re-organise the number and location of sites and to decide what criteria shall be used and which sites shall be terminated. In the case of any termination of a site, EHA shall wherever possible give the stallholder not less than two months' notice in writing of such termination.

## **8) ENTERTAINMENT**

All entertainment including musicians and bands must be approved by the market manager and they must sign and be bound by the terms of the EHA Entertainment Agreement prior to performing on the market grounds.

## **9) INSURANCES, LICENCES AND REGISTRATIONS**

- a) Stallholders must obtain public and product liability insurance from a provider approved by the EHA insurers. The market reception must be supplied a copy of such insurance before annual status reviews can be approved. The policy must cover public and product liability to the value of \$10,000,000. Insurance must be kept current at all times. Failure to hold current insurance will be a material breach of this agreement which may lead to immediate termination of this agreement.
- b) Stallholders are required to ensure their business practices and goods and services comply with all relevant product, safety, business and trade legislation.
- c) Stallholders must obtain any licences and registrations required for the sale of their goods

and display them as required. Registration and licence certificates must be available for inspection by the market manager, staff or nominee at all times. If these certificates cannot be produced upon demand the stallholder will be suspended from trading until the necessary documentation is produced.

- d) Stallholders applying to sell produce, food or food products must meet the requirements of the Sunshine Coast Regional Council and/or the Department of Primary Industries and/or the Queensland State Government before their application will be considered.
- e) Charities and organisations soliciting donations must possess charitable registration or a letter of authority from such a body and must show proof if required to do so.
- f) Any electrical equipment used at the market must have current certification and /or an inspection tag.

## **10) LOSS AND DAMAGE CLAIMS**

- a) EHA accepts no liability for any damages or costs whatsoever arising, either directly or indirectly, from products sold by stallholders.
- b) EHA accepts no liability for any damages or costs whatsoever arising, either directly or indirectly, from services provided under the MHB.
- c) EHA accepts no liability for any injury, loss or damage whatsoever occasioned to, or suffered by, the stallholder, their relief assistant and/or staff as a result of the use and occupation of the site or in connection with any activity carried on at the site.
- d) Stallholders, by signing this agreement, hereby indemnify EHA in relation to all and any claims for damages or costs whatsoever arising from the provision to them of a site, or the sale by them of any product at that site, whether by the stallholder or any person representing them or their product.
- e) In the event of any action involving a stallholder, their staff or their product, to which EHA is joined as a party to the dispute and/or litigation, the EHA and/or its insurers will pursue the stallholder issuing such litigation or dispute recovery process to recover all costs and expenses incurred by EHA.

## **11) RENTALS AND OTHER FEES**

- a) Rent equivalent to 52 weeks per annum is discounted to equivalent of 46 weeks rent per annum for permanent stallholders who elect to pay for the whole of 2009 rent in advance on a calendar monthly basis by cash, cheque, EFTPOS or Direct Deposits into EHAs designated bank account Bendigo Bank BSB No 633108 Account No 1335 48487 and will include all site and market hire fees.
- b) Rent for casual stallholders must be paid at the office between 5am and 8.30am on Saturdays and 6.30am and 8am on Wednesdays. All fees must be paid in advance or on the day of the market.
- c) Late or part payments of fees will incur a late fee of a minimum of \$10 for each market they are outstanding. Repeated late payments will result in the termination of this agreement.
- d) All stallholders who hire equipment from MHB undertake to maintain the equipment in good condition.
- e) EHA will provide a minimum of one month's written notice of any general increase in rental or hire fees.
- f) Fees apply for dishonoured cheques.
- g) No claim of payment will be accepted without an official receipt.
- h) Stallholders, other than food stalls, will pay the fee for electrical supply as determined and published from time to time by the market manager, and the onus is on the stallholder to notify the office they require power.

## 12) ATTENDANCE AND OCCUPATION OF SITES

- a) The signatory to the regular stallholder Registration Form is considered to be the designated stallholder and as such must occupy the site for the day it is rented except where dispensation has been given by the market manager.
- b) Sites allocated in advance must be occupied by 6.00am on Saturdays and 7.30am on Wednesdays or they will be reallocated. Stallholders must be ready to trade by 6.30am Saturdays and 8.00am on Wednesdays or as varied at the market staff's discretion. Pack up times are 1.30 pm Saturdays and 1 pm Wednesdays or as varied at the market manager's discretion.
- c) Vehicles may not be brought into the market trading area proper (including Lonergan's Lane) until 2pm on Saturdays and 1.30pm on Wednesdays except with the market manager's express approval.
- d) From time to time, the market manager may vary the hours of business on either market day. These variations of trading hours could include extended holiday trading times, special events held in conjunction with market days and seasonal trading hours and require stallholders attending these markets be ready to trade at the times specified by the market manager. On these occasions, stallholders will be notified of any changed pack up and vehicle entry times.
- e) If, for any reason, a regular or long-term casual stallholder is unable to attend a market, he/she must inform a staff member by 9 am on the day preceding. Any notification of absences after this time will incur full fees for that market. Saturday stallholders who have large stall erections must notify the office of any absence by 9am on the preceding Thursday.
- f) Absence without notice or late notice of non-attendance will result in full rental and MHB fees being charged unless the market manager decides otherwise.
- g) Absence without notice for two consecutive markets may result in this agreement being terminated and the stallholder losing the right to have a stall.
- h) Stallholders are required to attend whether or not inclement weather conditions prevail. In the event of very inclement weather, the market manager will make a determination whether the conditions are adverse enough to make attendance voluntary and will do so as early as possible on the day in question. Such advice will be posted on eumundimarkets.com.au.
- i) Cancellation of the market may occur in extreme weather conditions where attendance by stallholders and the public will put these parties in danger. This decision will be made by the market manager.

## 13) ABSENCES FROM THE MARKET

- a) All absences from the market need to be notified to the office by 9am on the day before each market.
- b) Regular and long-term casual stallholders may not be absent from the market for more than six weeks per annum except at the discretion of the market manager.
- c) Any absences totalling in excess of six weeks from the market per calendar year without prior approval from the manager will result in the stallholder reverting to short-term casual status and may lead to the termination of this agreement. Approval for absences under special circumstances is at the sole discretion of the market manager.
- d) Notification of Absence Forms are available from the office or the website and must specify a return date.
- e) Failure to notify the office of any absence will be a breach of this agreement.
- f) Any person other than the designated stallholder approved by the market manager to staff a stall will be bound by all the terms of this agreement.
- g) All sites selling food in fixed buildings in the Railway Building and Food Court must trade

every Saturday market day.

#### **14) CHANGE OF OWNERSHIP**

- a) This agreement is not automatically transferrable. Businesses can only be sold after the stallholder has attended the market for a reasonable period such as three years or such other period as the market manager shall determine at his/her sole discretion
- b) The stallholder must apply in writing to the market manager indicating their intention to sell prior to the business being listed for sale.
- c) Prospective buyers of the stallholder's business must be introduced to the market manager and must meet the criteria to be a stallholder in this market. The market manager must be kept informed throughout the sale process.
- d) Should the sale proceed, the new business owner will be considered as a casual stallholder and be bound by all the terms of this Agreement. There is no guarantee of site tenure.
- e) A transfer fee of \$300 plus GST will be payable to the EHA by the vendor upon the sale of their business.
- f) Should a food stall in a fixed structure be offered for sale, expressions of interest will be invited from all existing food stallholders for the fixed structure space.

#### **15) FOOD VENDORS**

- a) All food stalls must have Queensland State approval and display a current certificate of Licence and Registration.
- b) All food stallholders must have completed a food safety supervisor's course and be able to produce upon request a certificate of competency from a registered agency.
- c) Food carts are a preferred mode of operation.
- d) All food stallholders must have current: public liability insurance/product liability insurance
- e) All electrical equipment must have a current certified tag.
- f) All gas bottles must have an accompanying certificate.
- g) All stalls using any type of cooling facility must have a working thermometer.
- h) All stalls using any type of heating facility must have an appropriate safety barrier.
- i) All food stallholders should keep their sites tidy and sanitary during operation and be in keeping with the general visual appearance and appeal of the market at the market manager's discretion.
- j) Drop sheets need to be used for stalls cooking on site and all rubbish must be removed from the site before leaving the market.
- k) All foods including beverages, must be prepared, displayed, served and stored in a manner that will protect them from contamination and spoilage.
- l) All cooked food and ready to eat food should not be touched with bare hands. Raw food and cooked food must be separated at all times.
- m) When providing taste testing samples of food products, the stallholder must:
  - provide single serves of the product
  - use compostable cups, spoons and toothpicks
  - not let samples become contaminated
  - supervise the samples to ensure that customers do not contaminate by re-dipping spoons or other items
  - use tongs and gloves when handling samples
  - display signage adjacent to the taste testing stating "No double dipping, single serve only"
- n) Everyone involved in the cooking and serving process is to be suitably attired in clean protective clothing.

## **16) PARKING**

- a) Stallholders' vehicles must leave the market grounds by 6.15 am on Saturdays and 7.30 am on Wednesdays. Stallholders' vehicles must not return to the streets around the market area until 1.30 pm on Saturdays and 1 pm on Wednesdays and must not be brought into the market trading area proper (including Lonergan's Lane) until 2 pm on Saturdays and 1.30 pm on Wednesdays except with the market manager's approval.
- b) Parking in the amphitheatre area is forbidden.
- c) Stallholders may not unpack their goods or set up displays until their vehicle is removed from the market grounds to a parking area.

## **17) GENERAL MARKET CONDUCT**

- a) Within the market, or in any circumstance connected to the market, no stallholder shall behave in an improper manner, or use language, that is foul, threatening, or abusive towards any other person.
- b) No stallholder shall refuse, neglect or fail to comply with any reasonable directive from the market manager or staff.
- c) Amplified sound systems must be approved and will be monitored for sound levels by the market manager.
- d) No dogs, excepting guide/aid dogs are permitted on the market grounds. Only the market manager may make exceptions to this rule.
- e) Wheelchair access ramps must be kept clear at all times.
- f) All market grounds and facilities are designated non-smoking areas. All stallholders agree to abide by the EHA non-smoking policy and to not smoke in or around the market precinct where a non-smoking policy is in place. It is a breach of these rules for stallholders to be smoking anywhere it impacts on fellow stallholders and patrons for the full day on which markets are held.
- g) The market manager reserves the right to refuse entry to the market to any person.
- h) Stallholders must not damage or alter gardens or landscaping on market grounds.
- i) Stallholders must respond to emergency announcements and proceed to either the area near the bottom car park boom gates or the area near the top car park boom gates which are designated emergency assembly areas for Eumundi Markets.

## **18) BREACHES AND REVIEWS**

- a) Market staff will monitor consistently and continually to ensure compliance with these rules. In the event of a breach of this agreement which has not been remedied after 14 days written notice, the market manager may at his/her discretion, impose a penalty or give notice that this agreement is terminated, whether immediately or otherwise.
- b) The stallholder shall have the right to request a review of the market manager's decision, by applying in writing to the Secretary, EHA with the heading "Request for Review of Breaches decision by market manager" and supplying full details of their reasons for disputing the decision .
- c) The EHA management committee will consider all relevant matters, including a written recommendation from the Market Stallholders' Committee, within 30 days and make a final determination, the result of which will be forwarded to the stallholder in writing, within 14 days of the decision being made.

## 19) MARKET STALLHOLDERS' COMMITTEE

- a) There is the provision for a voluntary Market Stallholders' Committee comprising up to seven stallholders elected by regular stallholders annually in a process managed and supported by EHA staff.
- b) The EHA will support the Committee's monthly meetings as a forum to represent stallholder interests, to further develop the Eumundi Markets, and to provide recommendations to the market manager and/or the EHA management committee on improvements and other issues relating to the markets. EHA support includes:
  - directing the market manager to provide a monthly written report to the committee
  - providing a minute secretary for up to two hours
  - distributing or making available electronically approved minutes to stallholders and EHA members
  - organising refreshments for meetings
  - attendance of the market manager and at least one member of the EHA management committee for the last 45 minutes of each meeting to discuss market planning and operational issues
  - an invitation for a representative of the Market Stallholders Committee to attend each management committee meeting for the first hour or longer if required during which time the management committee will address the *Advice to market manager/management committee section* of the Market Stallholder Committee minutes
  - ensuring that strategic recommendations on market matters for an EHA general meeting carry a comment from the Market Stallholders' Committee except where urgency dictates otherwise
- c) The market manager and or management committee response to all items in *Advice to market manager/management committee section* will be included in the next market manager's monthly report to the Market Stallholders' Committee.
- d) Market Stallholders' Committee meetings are scheduled for the first Wednesday of each month unless the Committee determines otherwise. Stallholders may request attendance at a Market Stallholders' Committee meeting to present their concerns or ideas. The chair will confirm a suitable time within the agenda. Such requests in writing must be to EHA reception by the first Tuesday of the month to be included with meeting papers.
- e) Stallholders elected to the Market Stallholder Committee serve no more than two consecutive years.

## 20) MARKET WASTE MANAGEMENT AND STORAGE

- a) Stallholders are to support EHA's drive towards leadership in sustainability through assisting with the roll-out of an integrated waste management plan throughout the market, through support for educational messages throughout the market promoting the waste management plan and through assistance with encouraging positive environmental practices.
- b) As a first step in phasing in compostable packaging, plastic bags may not be used in the market from 1 January 2009. Non-compliance with this rule may be considered a breach of this agreement.
- c) Stallholders may use MHB storage service at the market manager's discretion using a lodgement form and payment of an appropriate fee.

## 21) ELECTRICAL SAFETY

- a) All electrical equipment shall be maintained in good condition at all times.
- b) Test intervals may be required by EHA between 3, 6 and 12 months depending on the equipment. If testing and tagging is required this shall be performed by a competent person. Tags shall be affixed on the electrical cord within 150mm of the plug, and a record kept.
- c) Piggy-back plugs and double adaptors are prohibited. Only power boards provided with an overload cut-out switch are to be used. When replacing or repairing electrical cords, clear plugs are preferable to opaque plugs.
- d) Risk assessments shall be undertaken where interpretation of regulations or policy is required.
- e) A durable non-metallic tag will be fitted to compliant equipment, or the tag will be fitted to the cable where the cable is fixed to the equipment. The tag will show the tester's name and the date of test.
- f) All equipment must be inspected, tested and tagged before introduced for use.
- g) Any electrical equipment that has not been tested and tagged will be immediately withdrawn from use

**EXECUTED AS AN AGREEMENT**

Signed by Market Manager .....

On behalf of the Eumundi and District Historical Association Inc.

Witness:

Date:

Signed by.....

As Stallholder.

Full Name:

Witness:

Date: