



## **AGREEMENT TO RENT MARKET STALL**

MADE on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BETWEEN: Waterson Way Pty Ltd ATF the Shark Show Trust, Po Box 469 Airlie Beach, Queensland, 4802, trading as Airlie Markets (referred to as AM)

AND "Stallholder"

Address:

Phone:

Email:

Stall Numbers:

INTRODUCTION:

A: AM are private markets (not run or organised by any social or government organisation), therefore some rules or requirements could be different. Please read the following conditions carefully and ensure you understand them.

B: AM owns and operates certain stallholder sites ("the Sites") known as the Airlie Beach Markets on Tuesdays, Wednesdays, Saturdays and Sundays (and certain other days of each week, which may be added or deleted as decided by the market manager).

C: AM 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 Stallholder" and Casual Stallholder").

D: AM has appointed a market manager ("the market manager") to manage the operations of the Airlie Beach Markets and to oversee the implementation of this Agreement through staff employed by AM.

E: The Stallholder wishing to rent a site from AM, acknowledges that he/she has read this agreement and undertakes to be bound by all terms and conditions.

F: Additional terms and conditions may be specified on the Application Form, in addition any other terms or conditions may be imposed by AM before AM gives permission for approval of stall holders.

### 1) APPLICATION PROCESS

a) Any person who wishes to be considered for a site at the Airlie Beach Markets must first complete a Stallholder Application Form. Stallholder Application Forms are available from Market Manager, Airlie Beach Real Estate or from [www.airliemarkets.com.au](http://www.airliemarkets.com.au).

b) Successful applicants will be placed on a waiting list to receive a casual sit allocation. Such applications remain current for one business 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 is for a Casual Stallholder (OR) Regular Stallholder (cross out which does not apply)

If this agreement is for a 'Casual Stallholder' then the term of the Agreement shall be liable for \_\_\_\_\_ days/weeks (delete which does not apply)

If this agreement is for a "regular Stallholder" then the term of the Agreement shall be for 6 months commencing on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_. or such further period extended by AM at its discretion. (delete which does not apply)



3) MARKET STAFF

- a) All site applications and market related enquiries, issue disputes or complaints by Stallholders, must, in the first instance, be directed to the Market Manager, staff or nominee. AM staff are available on 0434 770 344 or by email [info@airliemarkets.com.au](mailto:info@airliemarkets.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.

4) ANNUAL REVIEW OF REGULAR STALLHOLDERS

- a) No later than 45 days prior to the expiration of the term, 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.
- b) All such Stallholders should include in their application a review of 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 these Rules.
- 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.

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 Stallholder may not commence trading until they have signed this agreement, filled out a AM Site Application Form as well as made payment in advanced.
- c) A Casual Stallholders may become a Regular Stallholder when a suitable site becomes available at the discretion of the Market Manager.
- d) A Casual Stallholder may be allocated the same site for an extended period of time. This in no way confers a change in status to a Regular Stallholder.
- e) For the avoidance of doubt, the Market Manager can, in his/her 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 strong preference for goods sold within the market to be principally 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.
- c) Exceptions may be approved by the Market Manager, in his/her sole discretion, on the grounds of meeting customer needs and/or Stallholder's demonstrable and significant involvement in the design and/or manufacturing of the product. The onus of proof in all such instances is on the Stallholder.
- d) 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.
- e) 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 delay a decision in order to seek advice from other stallholders. The Market Manager may disallow the selling of any item. There is no set time limit on any product decision. Stallholders cannot sell nor change their product until they have permission for the Market Manager.
- f) These criteria apply to a Stallholder whether operation on a regular or casual basis.
- g) No Alcohol, Cigarettes or Alcohol or Cigarette derivatives can be sold at Airlie Markets.



## 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 AM. Site areas can 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, AM 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 week 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 to the Market Manager. No guarantee is given or implied by the Market Manager, or AM, that the change requested can or will be granted.
- d) Casual stallholders will simply be allocated a space, with regular stallholders taking precedent.
- e) Stallholders must ensure that all equipment used on, at, or for their site is safe and secure at all times.
- f) 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 be offered within site boundaries only.
- g) Stallholders considering purchasing and/or changing their existing stall/and cover facilities should consult the Market Manager before making any change.
- h) Sites must be kept clear of litter and must be left clean and tidy at the end of each market. Market rubbish bins are not to be used for the disposal of Stallholder's packaging and/or preparation materials (eg cardboard boxes and food preparation scraps).
- 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.
- j) Stallholders acknowledge that AM 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, AM shall wherever possible give the Stallholder not less than 2 weeks notice in writing of such termination.

## 8) ENTERTAINMENT

- a) All entertainment including children's entertainment (clowns, face painter, Santa clauses, etc), musicians, bands, buskers and other types of entertainers must be approved by the Market Manager and must sign and be bound by the term of the AM Entertainment Agreement prior to performing on the market grounds. We have a Entertainers Form which must be filled out before any performance is allowed.
- b) All children's entertainers must have all relevant checks (police, social services, etc) and these are to be available at all times while performing.
- c) Within the market, or in any circumstance connected to the market, no entertainer shall behave in an improper manner, or use language, that is foul, threatening, or abusive towards any other person. Doing so is an immediate breach of this agreement and will result in immediate termination.
- d) The Market Manager can refuse or terminate any performance at any time, including mid performance (or even if previous applications have been approved or advice that has been given has been positive). This is at the absolute discretion of the Market Manager.

## 9) INSURANCES LICENCES AND REGISTRATIONS

- a) Stallholders must obtain public and product liability insurance from a provider approved by AM. 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, food, 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 all the requirements of the Whitsunday Regional Council and/or Department of Primary Industries and/or any Queensland Government Department before their application will be considered.



e) Stallholders applying to sell second-hand goods must possess a current dealer's licence before their application will be considered and must show proof if required to do so.

f) 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. And must display a letter of permission from Airlie Markets. These letters can be arranged through the Market Manager. The Market Manager can refuse or terminate the soliciting of donations at any time. This is at the absolute discretion of the Market Manager.

g) Any electrical equipment used at the market must have current certification and/or an inspection tag. Electrical safety requirements for the Market are attached in Schedule 1.

### 10) LOSS AND DAMAGE CLAIMS

a) AM accepts no liability for any damage or costs whatsoever arising, either directly or indirectly, from products sold by Stallholders.

b) AM accepts no liability for any injury, loss or damage whatsoever occasioned to, or suffered by, the Stallholders, 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.

c) Stallholders by signing this Agreement, hereby indemnify AM 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.

d) In the event of any action involving a Stallholder their staff or their product, to which AM is joined as a party to the dispute and/or litigation, the AM and/or its insurers will pursue the Stallholder issuing such litigation or dispute recovery process to recover costs and expense incurred by AM.

e) Stallholders by signing this Agreement, hereby indemnify AM in relation to all and any claims for damages or costs whatsoever arising from the damage or loss of any personal / business property, product or equipment.

### 11) RENTALS AND OTHER FEES

a) For casual stallholders rental fees must be paid one week in advance by direct debit or direct deposit into AM's designated bank account and will include site fees and any additional fees or tariffs.

b) For regular stallholders monthly rental fees must be paid monthly in advance by direct debit or direct deposit into AM's designated bank account and will include site fees and any additional fees or tariffs.

c) Please ensure that you provide the code which is on your 'Bank Account Details' in the reference field so that AM can identify you. If you do not provide this code, payment will not be allocated and you will not be able to trade. Please see the 'Fee and Bank Account Details' section for our bank account details.

d) AM may impose any additional charges, taxes, GST, rates, any and all other government (Commonwealth, State and Local) charges, fees or levies at any time. AM will provide a minimum of twenty one days written notice of any general increase in rental or introducing new fees or tariffs.

e) A late fee of \$10 per day applies for Casual Stall holders, and \$50 per week for Regular Stall holders.

f) For Casual Stallholders, no claim of payment will be accepted without an official receipt.

g) Stallholders will pay the fee for electrical supply as determined by the Market Manager, and the onus is on the stallholder to notify the Market Manager if they require power. AM accepts no liability if power is not provided.

h) Each stallholder, in addition to their rental, will pay a levy for the marketing and advertising of the entire market complex of 5% of their gross rental, contemporaneously with payment of rent. AM Management Committee will hold total discretion on how funds are allocated, however AM will take advice from the Bi Annual Stallholder Marketing Group. Any advice given by stallholders (officially or unofficially) does not mean AM must follow this advice.

### 12) ATTENDANCE AND OCCUPATION OF SITES

a) The signatory to the registration form is considered to be the designated Stallholder and as such, must occupy the site at all times (or there representative who must be aged over eighteen years of age).

b) The markets times are displayed on page 8, described as 'Opening Times'.



## Airlie Markets Stall Agreement V1.7

c) Site allocated in advance must be occupied by 30 minutes before official opening or they will be reallocated. Stallholders must be ready to trade 30 minutes before official opening times (or as varied at the Market Manager discretion). 'Pack up' times are immediately after closing time (or as varied at the Market Manager discretion). AM can vary this at its absolute discretion.

d) Please see Section 16 for rules and regulations regarding parking.

e) If, for any reason, a Casual Stallholder is unable to attend a market, he/she must inform a staff member 24 hours before hand. There will be no refunds of any kind for any reason (in addition any and all fees, levies, taxes, charges, etc must also be paid).

g) Absence without notice may result in this Agreement being terminated and the Stallholder losing the right to have a stall.

h) Cancellation of the market can occur in extreme weather conditions where attendance by stallholders can the public will put these parties in danger. This decision will be made by the Market Manager. All parties will be informed beforehand.

i) Regular Stallholders must have a designated relief assistant to operate the site on their behalf, if they are unable to attend the market. The relief assistant will be bound by all terms of this Agreement.

j) Sites selling food or fresh produce may be required to trade on every market day. Such Stallholders can only take leave if a relief assistant is available to operate on their behalf unless the Market Manager agrees otherwise in writing.

### 14) CHANGE OF OWNERSHIP

a) This Agreement is not automatically transferable by a Stallholder. In the event of any proposed sale of the Stallholder's business, the Stallholder shall apply in writing to the Market Manager providing all information he/she requires on the proposed assignee of the Stallholder's business. In the event that the site is a food site located in a fixed structure owned by AM, expressions of interest for the site will be invited from all existing food stallholders.

b) The Market Manager shall inform the Stallholder of his/her decision in writing no later than 30 days after all relevant information has been supplied. No reason for a rejection of the application has to be given.

c) If a regular stall holder wishes to leave their business they must pay a transfer fee equal to the balance owing on their rental agreement or six months rental, whichever is the lesser.

### 15) FOOD VENDORS

a) Any cooking or heating of any food must be approved by the AM manager. You must specify what appliances / equipment you will require for the cooking or heating food on the food preparation application form. Stallholders are not permitted to bring any other appliances or equipment, unless another food preparation application form is filled out, and permission given by the AM Manager.

b) All food stalls must have Queensland State approval and have a current certificate of Licence and Registration (and display if required). It is the responsibility of the stall holder to ensure this occurs.

c) All food stallholders must have completed a food handler's course and be able to produce upon request a certificate of competency from a registered agency. It is the responsibility of the stall holder to ensure this occurs. All food stallholders must follow all National and Queensland food standards, regulations and rules.

d) All food stallholders must have current: Public Liability Insurance and Product Liability Insurance. It is the responsibility of the stall holder to ensure this occurs.

e) All electrical equipment must have a current certified tag. It is the responsibility of the stall holder to ensure this occurs.

f) All stalls using any type of cooling facility must have a working thermometer. It is the responsibility of the stall holder to ensure this occurs.

g) All stalls using any type of heating facility must have an appropriate safety barrier and must ensure that the public cannot touch any hot item. It is the responsibility of the stall holder to ensure this occurs.

h) All 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.

i) Drop sheets need to be used for stalls cooking on site and all rubbish must be removed from the site before leaving the market.

j) All foods including beverages, must be prepared, displayed, served and stored in a manner that will protect them from contamination (from customers, insects, animals, etc) and spoilage.



k) 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.

l) When providing taste testing samples of food products, the Stallholder must:

- provide single serves of the product
- use disposable 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"

m) Everyone involved in the cooking and serving process is to be suitably attired in clean, protective clothing.

#### 16) PARKING

a) Stallholders may not unpack their goods or set up displays until their vehicle is removed from the market grounds to a parking area.

b) There is to be no parking on site or immediately next to the markets or in the immediate vicinity of Airlie Markets. There is to be No parking on Waterson Way. For the pick up and dropping off of goods there is a loading bay, with 10 minutes permitted parking time.

#### 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. Doing so is an immediate breach of this agreement.

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. If a stallholder is directed to turn off or stop playing any music, announcement, etc, they must do so immediately.

d) No animals, 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 AM's non-smoking policy and not to smoke in or around the market precinct. It is a breach of these rules for stallholders to be smoking anywhere it impacts on fellow stallholders and patrons.

g) Stallholders must not damage or alter any fixtures or fittings, walls, ceilings or any building structure. Stallholders are directly liable for any and all damage (including but not limited to replacement) and can result in the immediate termination of this agreement.

h) Stallholders must not damage or alter gardens or landscaping on market grounds.

i) Stallholders must go to a designated assembly area/s in response to emergency announcements.

j) AM's market manager reserves the right to refuse entry to the market to any person.

k) No Alcohol can be consumed by a Stallholder of AM at any time while on the premises.

#### 18) BREACHES AND REVIEWS

a) For Regular stallholders 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, AM 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 AM market manager will consider all relevant matters, 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.

d) Termination of this agreement can occur immediately if there is a breach of the following sections: 17(a), 17(g), 17(h).



19) MARKET STALLHOLDERS' GROUP

- a) There is the provision for a voluntary Market Stallholders' Interest Group comprising of two stallholders elected by regular stallholders annually in a process managed and supported by AM staff.
- b) The purpose of this group is to act as a forum to represent stallholder interests and to provide recommendations to the Market Manager and/or the AM Management Committee on improvements and other issue relating to the markets.
- c) The AM will support the group's Annual stallholder interest meetings by providing a secretary for up to two hours, distributing or making available approved information regarding the meeting to stallholders and AM members, refreshments for meetings and by the attendance of the Market Manager and at least one member of the AM management committee for the last 45 minutes of each meeting to discuss market planning and operational issues. This information will include any feedback and advice from the Group to the Market Manager.
- d) The AM management committee will respond in writing to all recommendations in writing from the Market Stallholders' Group.
- e) A marketing group will also be setup with a minimum of two to a maximum of five stall holders in the interest of marketing Airlie markets, to further develop the Airlie Markets, and informing the general public of what is available at Airlie markets. The group called Airlie Markets Marketing Group, which can include regular and casual stallholders will meet Bi Annually and active participation is highly encouraged.
- f) If a market stall is terminated for a breach in this agreement, stallholders if elected or otherwise automatically resign and are not permitted to any meeting of the Market Stallholders Group (either officially or unofficially in any capacity (such as represent another stallholder) without written permission of the Market Manager).

**Schedule 1**

**Electrical Safety Policy**

All stallholders must follow this electrical safety policy. It is the responsibility of the stall holder to ensure this occurs.

All electrical equipment should be maintained in good conditions at all times.

Test Intervals are dictated by EHA but will be 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 by the stallholder.

Piggyback plugs and double adapters are prohibited. Only power boards provided with an overload cut out switch are to be used. When replacing and repairing electrical cords, clear plugs are preferable to opaque plugs.

Risk assessments shall be undertaken when interpretation of the Regulations or Association policy is required.

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 the test. It is the responsibility of the stall holder to ensure this occurs.

All equipment must be inspected, tested and tagged before introduced for us. It is the responsibility of the stall holder to ensure this occurs.

Rental Fees Schedule:

| Type  | Rate | Market Levy | Power Fee: | Total: |
|---|------|-------------|------------|--------|
| Casual Stallholder (per day)                |      |             |            |        |
| Regular Stallholder (6 Months): (per week)  |      |             |            |        |
| Regular Stallholder (12 Months): (per week) |      |             |            |        |



Bank Account Details:

|   |  |
|---|--|
| <b>Name:</b> Airlie Beach Real Estate Pty Ltd Trust | <b>Bank:</b> National Australia Bank Pty Ltd (NAB) |
| <b>BSB:</b> 084 501                                 | <b>Account:</b> 82 449 1420                        |
| <b>Your Bank Reference Field:</b>                   |  |

Opening Times:

| <u>Week Days</u> | <u>Opening Time</u> | <u>Closing Time</u> |
|------------------|---------------------|---------------------|
| Monday           | Closed              | Closed              |
| Tuesday          | Closed              | Closed              |
| Wednesday        | 12:00 pm            | 6:00 pm             |
| Thursday         | Closed              | Closed              |
| Friday           | 12:00 pm            | 6:00 pm             |
| Saturday         | 2:30 pm             | 7:00 pm             |
| Sunday           | 10:00 am            | 6:00 pm             |

**EXECUTED AS AN AGREEMENT**

|   |
|---|
| Date: .....   |
| Signed by Staff / Manager / Management .....<br>On behalf of Airlie Markets, Airlie Beach, Queensland<br>Full Name: ..... |
| Signed by.....<br>As Stallholder, Full Name: .....  |
| Signed by.....<br>As Witness, Full Name: .....  |