



Market Stallholders Agreement

Stall Holders Responsibilities;

- ◆ Only goods described and approved of on the registration form may be sold from the stall.
- ◆ All pieces must be handmade & locally produced
- ◆ **NO mass produced or commercially made products**
- ◆ Market coordinator will be making inspections to ensure the standard of the criteria is maintained.
- ◆ To be responsible for their own insurances associated with the stall holder activities including Public Liability, Goods and Contents Insurances.
- ◆ To indemnify the Council, its servants and agents and each of them from and against all actions, costs, claims damages, charges and expenses whatsoever which may be brought or made or claimed against them of any of them arising out of or in relation to this agreement.

Produce Stallholders are required to provide copies of the following documentation;

1. Insurance form for the Public and Product liability
 2. Council approval as per the Food Act 2001
- ◆ All stall holders will be assigned to a numbered stall space prior on registration
 - ◆ To be responsible for the set up of the stall
 - ** Please note the area you will be assigned is not longer than 2 metres. **
 - All stallholders are required to provide their own table and chairs
 - ◆ The area to be left as found following the conclusion of the market day.

APPLICATION PROCESS

Any person who wishes to be considered for a site at the Library Market must first complete a Stall Holder Application Form available from the Library or email sclarke@mountgambier.sa.gov.au

Once the application has been received and confirmed and payment is made \$25; they will be notified of their stall number and location at the site.

MARKET STAFF

All site applications and market related enquires, issues, disputes or complaints by stall holders, or person applying to be stall holders must be in the first instance, be directed to the market coordinators.

GOODS THAT MAY BE SOLD

- (A) Only goods described and approved on the registration form may be sold from the stall.
- (B) All goods sold must be handmade and locally produced.
- (C) NO MASS PRODUCED OR COMMERCIALY MADE PRODUCTS.
- (D) Market coordinator will be making inspections to ensure the criteria is maintained
- (E) If the stall holder wished to significantly change their product during the term of the agreement, they must notify the market coordinators on a new form.

SITES

- (A) Sites are allocated on registration and payment of stall.
- (B) A map of the site allocation will be on display in the window closest to the main entrance of the library on the market day.
- (C) Stallholders must ensure that all equipment for their site is safe and secure at all times in interests of public safety.
- (D) Walkways and public areas are to be kept clear at all times. Stalls must stay within the site boundaries and space allowance of 2metres per stall.
- (E) It is the responsibility of the stall holder to ensure that their site be kept clear of litter and must be clean and tidy at the end of the day.

ENTERTAINMENT

- (A) All entertainment including buskers must be approved by the Market Coordinators and obtain a Buskers Permit from the Mount Gambier Council

INSURANCES LICENSES AND REGISTRATIONS

- (A) Stallholders are required to ensure their business practises and goods and services comply with all relevant product, safety, business and trade legislation.
- (B) Stallholders must obtain licenses and registrations required for the sale of their goods and display them as required. Registration and license certificates must be available for inspection by the market coordinators and copies taken at registration.
- (C) Stallholders applying to sell produce, food or food products the requirements of the food safety laws.

LOSS AND DAMAGE CLAIMS

- (A) The Mount Gambier Library accepts no liability for loss or damages or costs whatsoever arising, either directly or indirectly, from products sold by stallholders.
- (B) The Mount Gambier Library accepts no liability for 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 Inc connection with any activity carried on at the site.
- (C) Stall holders, by signing this agreement, hereby indemnify The Mount Gambier Library in relation to all and any claims 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.

FEES

- (A) A fee of \$25 must be paid at The Mount Gambier Library prior to the market day to confirm their place at market. Stallholders must know their stall number and have completed an agreement and be confirmed prior to setting up their stall.

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.
- (B) Stallholders must be ready to trade by 10am through to 2pm.
- (C) Pack up times is at 2pm and all stall must be removed by 4pm.
- (D) Stall holders are expected to attend whether or not inclement weather conditions prevail. In the event of very inclement weather, the Market Coordinators 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 by telephone.
- (E) Cancellation of the market may occur in extreme weather conditions where attendance by stallholders and the public will put these parties at risk. The decision will be made by the Market Coordinators.

PARKING

- (A) All vehicles to be parked in Library Car park on Sturt St throughout the day
- (B) Before 9:30am cars are allowed to access closer to the market verandah but must be cleared by 9:30am.

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 toward any other person.
- (B) No stallholder shall refuse, neglect, or fail to comply with any reasonable directive from the Market Coordinators.