

HOBART
SHOW
GROUND
SUNDAY MARKET

STALLHOLDER
AGREEMENT
2015/2016

Authorised by Scott Gadd, Chief Executive Officer – 21st August 2015

An agreement by the Royal Agricultural Society of Tasmania and Hobart Showground Sunday Market
with casual and permanent stallholders.

- 1) This Agreement will apply to the entire Market Area including indoor and outdoor sites and adjacent areas including concourse, lawns and car park. These terms & conditions and those in the Hobart Showground Sunday Market Handbook may change from time to time.
- 2) This Agreement provides the Stallholder with the right to occupy a site at the Market as allocated by the RAST.
- 3) The RAST makes no guarantee or representation as to the number of sites available for booking on each Market Day, nor as to the number of occasions on which the Stallholder will succeed in booking a site.

Agreement Term

- 4) This Agreement operates from 31st October 2015 to 14th October 2016.

Agreement Renewal

- 5) There is no automatic renewal of this agreement. Changes to this agreement are not permitted and will not be adhered to without the express written permission/agreement from a RAST staff member.

Sub-Letting & Joint Stall Holding

- 6) Sub-letting, sharing of sites and joint stall holding is strictly prohibited.

Transfer of Agreement

- 7) This Agreement is not transferable.

Suspension or Termination of Agreement

- 8) This Agreement may be suspended or terminated by the RAST at any time if, in the opinion of RAST, the Stallholder:-
 - a) Fails to comply with the terms and conditions of this Agreement;
 - b) Fails to comply with the lawful directions of the RAST;
 - c) Fails to comply with legislative requirements including but not limited to relevant Australian and New Zealand standards for temporary electrical installation requirements and temporary gas installation requirements;
 - d) Fails to comply with the terms of the Hobart Showground Sunday Market Handbook provided that should any ambiguity arise, the provisions of this Agreement will have precedence;
 - e) Fails to pay the site fees or any other monies payable pursuant to this agreement;
 - f) Fails to comply with the Hobart Showground Sunday Market Code of conduct provided that should any ambiguity arise, the provisions of this agreement will have precedence;
 - g) Undertakes activities or offers for sale products or services in breach of any Tasmanian or Commonwealth law;
 - h) Uses the RAST Hobart Showground Market Logo or any unauthorised image of the Market without the written permission of the RAST.
 - i) In the opinion of the RAST, the Stallholder is acting in a way which jeopardises the reputation, integrity or operation of the Market.

Site Fee Adjustment

- 9) The site fee will be fixed annually by the RAST for the period of this agreement.

Site Fee Refunds or Reductions

- 10) Site fee refunds will not be provided.

Site Fee Payments

- 11) Site fees and other fees must be current in accordance with the Hobart Showground Sunday Market Handbook.

12) The RAST may charge a fee or impose conditions on particular payment methods, including a percentage fee for credit card payments, consistent with general RAST practice.

13) Collection and legal costs incurred by the RAST in the recovery of fees will be paid by the Stallholder.

Dispute Resolution

14) A dispute resolution procedure is contained in the Hobart Showground Sunday Market Handbook.

Market Operation/Non-operation/Cancellation

15) The Stallholder hereby acknowledges the right of the RAST or its agents to, at their discretion and for reasons of safety, security, extreme weather, public health and any other reason deemed necessary, cancel or suspend the Market in whole or sections of the Market.

Operational Guidelines

16) Stallholders must also comply with the operating requirements set out in the Hobart Showground Sunday Market Handbook. A breach of the Hobart Showground Sunday Market Handbook is deemed to be a breach of the Agreement.

Insurance

17) The RAST will carry public liability and products liability insurance policies on behalf of the Stallholder, subject to compliance with the following conditions:

a) The Stallholder must not do anything that adversely impacts on the insurance coverage of the RAST, Hobart Showground and or businesses or events that relate to the RAST.

b) The Stallholder must be in compliance with all legal and statutory requirements that are required to operate as a Stallholder.

d) The cost of public liability and products liability insurance policies will be levied as part of the site fee and is subject to fluctuations in the insurance market.

General Conditions

18) The Stallholder is required to be in occupation of their allocated Stall Site thirty (30) minutes before the official opening time of the Market on the Market Day on which they have been allocated the Site. Any Site not occupied by this time will be reallocated by the Market Supervisor. The Stallholder must continue to occupy their allocated site until the official closing time of the Market.

19) On a Market Day where the Stallholder has occupied their allocated site they are required to undertake the approved activity during the operating hours of the Market, unless otherwise approved by the Market Supervisor.

Privacy

20) The RAST's privacy policy can be found at the www.hobartshowground.com.au.

Intellectual Property

21) The name Hobart Showground Sunday Market is a registered brand name of the RAST.

22) The Stallholder may be permitted to use the brand only with the express written permission of the RAST. This use will be subject to a fee to be negotiated with the Stallholder.

23) The RAST reserves the right to modify or change the branding at any time without notice.

Limitation of Liability/Waiver/Indemnity

24) The RAST will not be responsible for any consequential loss or damage suffered by the Stallholder as a result of the terms of, or termination of this Agreement.

25) Nothing in this Agreement constitutes an undertaking by the RAST to provide protection for a Stallholder's intellectual property.

26) The RAST will not be liable for any injury (including death), loss or damage to or suffered by the Stallholder, its servants or agents as a result of the use and occupation of the site under the Agreement or in connection with any business conducted by the Stallholder no matter how that injury, loss or damage is caused unless it is caused by a negligent act of the RAST's employees or agents.

27) The Stallholder agrees to indemnify and keep indemnified and to hold harmless the RAST, its servants and agents, from and against all actions, costs, charges, expenses and damages whatsoever which may be brought or claimed against them, arising out of or in relation to the operation of the Stallholders stall at the Market provided that this indemnity will not apply:

- a) Where such actions, costs, charges, expenses and demands have arisen due to the negligence of the RAST its servants and agents; or
- b) Where the costs, expenses or damage is covered and paid for in full by the RAST's insurance coverage.

Exclusivity

28) The Stallholder acknowledges that the RAST may permit other Stallholders with the same or similar products or activities to operate at the same time.

Trading Hours

29) The Hobart Showground Sunday Market calendar can vary from time to time. For all operating times and dates please view the Hobart Showground Market Calendar on our website, www.hobartshowground.com.au.

30) RAST reserves the right to schedule additional markets at its complete discretion from time to time.

Promotion

31) The RAST reserves the right to advertise, publicise or promote the Stallholder in connection with Hobart Showground Market.

Fees

Indoor Market Pavilion Sizes	Price	✓Site Preference	Site Number
2m x 3m	\$29		
2.5mt x 3m	\$34		
3m x 3m	\$36		
6m x 3m	\$65		
9m x 3m	\$94		
12m x 3m	\$115		

Outdoor Market Sizes	Price	✓Site Preference	Site Number
2 Tables	\$31		
3 Tables	\$37		
4 Tables	\$43		
5 Tables	\$51		
6 Tables	\$55		
10 Tables	\$93		

The stallholder agrees and understands that a current copy of any licenses that are required in respect to operating a stall/site/booth at the Hobart Showground Sunday Market will be supplied within 30 days of this agreement being signed.

Stallholder Name _____

Current Driver's License Number _____

Address _____

State _____ Postcode _____

Home Phone _____ Mobile Phone _____

Next of kin contact number and address _____

Email Address _____

Total amount to be charged each week _____

Please give a brief description of the product you will be selling _____

STALLHOLDER:

Signature of stallholder _____

Signed By: _____

Title: _____

Company: _____

Start Date: _____

Please note stallholders are not entitled to free weeks until they have been permanent for a minimum of 12 months.

THE ROYAL AGRICULTURAL SOCIETY OF TASMANIA:

Signature of RAST representative: _____

Signed By: _____

Date: _____