

2020 WINTER MARKETS- SUNDAY 7th JUNE

STALLHOLDER APPLICATION FORM

****APPLICATIONS RELEASED Monday 2nd March & APPLICATIONS CLOSE Monday 20th April****

1. CONTACT DETAILS

- Stall Name*: _____
- Stall Contact Person*: _____
- Mobile Phone*: _____ Additional Phone: _____
- Email*: _____
- Postal Address*: _____ State: _____ P'code: _____
- Car registration*: _____
- Is your stall an extension of a company? If Yes, who?: _____
- Do you attend other markets? Which ones?: _____
- Facebook page address: www.facebook.com/ _____
- Other social media handles:

2. CATEGORY & TYPE OF STALL

Please tick any that are appropriate:

| | | |
|---|--|--|
| <input type="checkbox"/> Accessories/fashion – adult | <input type="checkbox"/> Garden | <input type="checkbox"/> Gourmet Foods/produce |
| <input type="checkbox"/> Accessories/fashion – children | <input type="checkbox"/> Jewellery | <input type="checkbox"/> Candles & Soaps |
| <input type="checkbox"/> Home wares | <input type="checkbox"/> Health/Beauty | <input type="checkbox"/> Woodwork |
| <input type="checkbox"/> Art/craft | <input type="checkbox"/> Food/produce | Other (pls specify): |

List All Products. **Note you MUST list your products correctly:**

3. REQUIREMENTS & COSTS

Sites measure 3m x 3m and are available to insured stallholders only.

| |
|--|
| <input type="checkbox"/> Single unpowered site = \$80* (GST does not apply). # of sites required: <i>Please note you must supply your own pop up shade, tables, chairs and any other requirements. Lazy River Estate are only supplying the marked site. Please note that cars are not permitted in the site area.</i> |
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*Please note – once your stall has been accepted, your stall fees are non-refundable

MUST HAVE PUBLIC LIABILITY CERTIFICATE ATTACHED – Refer to point 9 of terms and conditions

4. ACCEPTANCE OF TERMS & CONDITIONS

I have read the Terms & Conditions of participating in the event (see pages 2-4). PLEASE TICK
By signing below, I acknowledge that I have read and understood the Terms & Conditions bounding my participation in the Event.

| | | |
|-------|-----------|------|
| Name: | Signature | Date |
|-------|-----------|------|

5. PAYMENT & APPLICATION

- Once applications are submitted and those applications accepted, Lazy River will send an invoice for the site fee amount. Once payment is made applicants will receive a receipt and confirmation email regarding the pop up markets. Your application is not confirmed until payment has been received by Friday 15th November.
- A photo of your stall and merchandise **MUST** be submitted with your application.
- Completed application forms can be sent by:
 1. Mail : 29R Old Dubbo Road, Dubbo NSW 2830
 2. Email: events@lazyriverestate.com.au

Incomplete applications will not be considered. Applications will not be considered

TERMS AND CONDITIONS

1. PARTICIPATION REQUIREMENTS

To be eligible to participate in Lazy River Estate's Markets, you must hold a valid public liability certificate of currency to a minimum value of \$10m. All stalls must be operational for the entire duration of the event. Event times are included in Condition 3 below. You agree to follow all instructions of the Markets committee while on-site.

Participants must also be;

- A unique business/product
- Small business
- Not be a franchise

2. STALLHOLDER ACCEPTANCE

Acceptance as a stallholder at Lazy River Estate's Markets is at the discretion of Lazy River Estate. Acceptance to participate in Lazy River Estate's Markets also acknowledges you agree to the terms and conditions as set out below. Upon acceptance you will be sent a Stallholder Briefing email – it is your obligation to read and understand all the requirements of your participation in the event. On acceptance stall holders are entitled to:

- Stall site on Lazy River Estate
- Access to bins
- Advertising and promotion of the event

3. TIMES

- Event Hours: 10am to 2pm.
- Bump-in: Stallholders can bump-in from 6am on event day. No vehicle movements permitted after 9.30am.
- Bump-out: From 2:30pm. No vehicle movements permitted inside the event site until 2:30pm.

All stallholder vehicles must comply with Traffic marshal's directions or face expulsion from the event.

4. PARKING

Once you have unloaded your items for your stall you will be directed to a designated stallholder parking area.

5. SITE ENTRY & LAYOUT

Entry via the private entrance on Old Dubbo Road . Upon arrival stallholders will be directed to the next available site by Market Marshals.

The location of stalls is at the discretion of the Markets Committee and is not negotiable.

6. WASTE MANAGEMENT

All stallholders taking part in Lazy River Estate's Markets are encouraged to use environmentally friendly products and packaging where possible. Upon completion of bump-out, your site must be left clear and tidy with all rubbish removed and deposited in bins provided or taken with you.

7. FOOD SAFETY

There will be limited catering stall holder's onsite.

8. POWER

No power will be provided for any stall holders.

9. PUBLIC LIABILITY INSURANCE

It is a requirement of participation that all stallholders must carry their own Public Liability Insurance to a minimum value of \$10 million and where applicable additional Product Liability Insurance.

A copy of your insurance certificate **MUST** be forwarded at the time of submitting your stallholder application form. Stallholder applications will not be accepted without an insurance certificate.

10. CANCELLATIONS POLICY & WARRANTIES

By submitting an application to participate in Lazy River Estate's Markets, stallholders agree that if they cancel at any time after acceptance they will

relinquish the site fee paid at the time of application. If, in the event of extreme weather conditions, including excessive rain, high winds, electrical storms, flooding or extreme heat or total fire ban conditions, the Lazy River Estate may be forced to cancel the event or continue with a downsized event. In such circumstances, all stallholders will be notified via text of the cancellation or downsized event and whether their site will be available in such an event. Stallholder fees are non-refundable in either situation – see Condition 12.

The stallholder acknowledges that Lazy River Estate does not make any representation or give any warranty with respect to the Event, including the number of attendees or the success or profitability of the event. The stallholder participates in the event at its' own risk.

The stallholder acknowledges that Lazy River Estate is not responsible for, and accepts no liability in relation to, the stallholder's participation in the event.

Lazy River Estate's liability to you will be limited to the amount(s) paid by you in respect of any site rental or fee paid.

In no circumstances will Lazy River Estate be liable to you for any indirect, incidental, special and/or consequential losses or damages (including loss of profits or opportunity) arising in connection with the event.

11. INDEMNITY

In consideration of Lazy River Estate permitting the participant to operate a Stall at the

Event, the participant indemnifies Lazy River Estate and its related bodies corporate against any liabilities, losses, damages, outgoings, costs and expenses suffered or incurred by Lazy River Estate, a related body corporate of Lazy River Estate or any third party (including any Event attendee or participant) arising out of the Stallholder's participation in the Event, including the operation of the Stall or the sale of any product at the Stall, any negligent act or omission of the participant or any of the participant's representatives or any breach of the terms of this agreement by the Stallholder.

12. FORCE MAJEURE

For the purpose of this clause, "Force Majeure" means an event or circumstance beyond the reasonable control of a party, including acts of God, war, rain, hail, fire, explosion, civil disobedience, legislation not in force at the date of this Agreement or labour disputes. Neither party will be in breach of this agreement, nor will neither party be liable to the other party, for any delay or failure to perform an obligation under this Agreement due to Force Majeure. Further, the participant acknowledges it is not entitled to any reimbursement in respect of any event or circumstance that prevents or disrupts the Event, including inclement weather.

Your participation in future Lazy River Estate Market events relies on your ability to adhere to these terms & conditions of participation.