

## STALLHOLDER AGREEMENT

### 1 THE MARKETS

- 1.1 The Cooma Rotary Markets (“the Markets”) are held in Centennial Park Cooma NSW, between 8.30am and 1.30pm on the third Sunday of each month. Times may vary, and stallholders should check advertised market start and finish times.
- 1.2 The Markets are operated by the Rotary Club of Cooma Inc (“Markets Management”) represented by the Markets Manager. Authorisation has been granted by Snowy Monaro Regional Council to operate markets and use Centennial Park. A copy of the consent is available on the Markets website.
- 1.3 Entry to the Markets and stall site allocation is at the sole discretion of Markets Management.

### 2 GENERAL

- 2.1 A single stall site is 3x3m in area. Site fees are \$20 for single site; \$30 for double site and \$40 for triple site. Nothing other than the site is provided i.e. no marquee, tables, chairs etc. are provided.
- 2.2 Registered Charities and approved Community Groups may be exempt from site fees. Please enquire with Market Management.
- 2.3 All stallholders must have Public Liability insurance for not less than ten million dollars. The stallholder must provide evidence of a current policy. If the Stallholder does not have Public Liability insurance, Rotary may be able to provide insurance coverage offered by One Underwriting for the day for \$10.00 per stall. For more details see Markets website or contact Markets Management.
- 2.4 Site Fees and, if applicable, Insurance are payable on Market Day. Only cash is accepted for payment.
- 2.5 Stallholders may agree to be considered either “Regular” or “Casual”. “Regular” stallholders must notify Market Management if they are not attending a market, whereas “Casual” stallholders are required to book a site every market.
- 2.6 Once accepted as a registered stallholder, bookings requests or cancellations can be made via the website (preferred), email or phone. Please see “Markets Contact Information” below. Bookings and cancellations should be at least 48 hours before market day.
- 2.7 Market Management will endeavour to provide “Regular” stallholders with their preferred site each month – please notify Markets Management for site preference. “Casual” stallholders will have sites allocated on a “first come, first served” basis.

- 2.8 Stallholder structures must be erected to manufacturer's specifications and safely secured. Cables and guy-wires must not cause trip hazard. Electrical, gas and other equipment must have relevant standards certification and current safety checks, as required by legislation.
- 2.9 Stallholders must comply with the Markets Management's directions associated with market operations, including directions relating to health and safety and vehicular access. Failure to comply may result in ejection from market. "Emergency Response Plan" and "Traffic Management Plan" are available on the Markets website or from Markets Management. The Stallholder should read and be familiar with these documents.
- 2.10 You must notify Markets Management of any accidents, incidents and any other Markets related problems.

### **3 FOOD**

It is the responsibility of all stallholders who sell food in any form to comply with any relevant requirements of NSW Government and Snowy Monaro Regional Council food regulations. In particular:

- 3.1 All food stalls selling food during the Market shall comply with the NSW Food Authority – Guidelines for Food Businesses at Temporary Events.
- 3.2 All Mobile Food Vending vehicles selling food at the Markets shall comply with the NSW Food Authority – Guidelines for Mobile Food Vending Vehicles.
- 3.3 All for-profit food stalls or mobile food vending vehicles must submit to Council a copy of their food business registration from their usual local government area place of trade. If Snowy Monaro Regional Council area is the stallholder's usual place of trade, the stallholder must notify their business details with Snowy Monaro Regional Council prior to selling food.
- 3.4 All for-profit food stalls and mobile food vans selling potentially hazardous food (i.e. requires temperature control), ready-to-eat and any unpackaged (i.e. not sold and served in the suppliers original packaging) must appoint a Food Safety Supervisor. A copy of the certificate must be kept at the stall.

### **4 VEHICLES**

Vehicular traffic is to be minimised on Centennial Park for safety of pedestrians and protection property, including the Park. Specifically, the following will apply:

- 4.1 Vehicles movement associated with unpacking and packing stalls are permitted on Park between 6.30am to 8.30am and 1.30pm to 2.30pm. No vehicle is permitted on Park prior to 6.30am and after 2.30pm.
- 4.2 All vehicles are to be removed between 8.30am and 1.30pm, unless prior arrangements have been made with Markets Management.
- 4.3 Any vehicles accessing the Park must do so in a safe manner – walking speed, aware of pedestrians and complying with Traffic Management Plan (available on website or Markets Management) and Markets Management directions.

- 4.4 Vehicular entry to Park is via Massie Street via public car park entrance (follow footpath onto Park). Limited access may also be available via Sharp Street near Visitors Centre. See Park Map available on website or from Market Management for more detail.
- 4.5 After leaving Park vehicles should be parked legally in designated parking areas and, if possible away from market area to allow for better market visitor access.

## **5 WEATHER**

- 5.1 As a result of severe wet weather, Market Management in consultation with Council may restrict, re-allocate or, in extreme circumstances, cancel the Markets.
- 5.2 Market Management will make reasonable efforts to contact affected stallholders using contact information provided.

## **6 STALLHOLDER RELEASE AND WAIVER**

- 6.1 The Stallholder releases Rotary Club of Cooma Inc, its officers and employees, agents or volunteers (“Rotary”) from any liability or obligation to the Stallholder arising out of or in connection with the Markets or the performance the Stallholder’s other obligations under this Stallholder Agreement in respect of:
- 6.1.1 Loss of or damage to any real or personal property; and
  - 6.1.2 Personal Injury to any persons (including agents or representative of the Stallholder).
- 6.2 The Stallholder indemnifies Rotary and keeps Rotary indemnified against all claims, actions, damages, expenses (including legal costs on an indemnity basis), losses or liabilities arising out of, or in connection with the Markets or the performance of the Stallholder’s other obligations under this Stallholders Agreement in respect of:
- 6.2.1 Personal Injury to Stallholder or representative of Stallholder;
  - 6.2.2 Personal Injury to any persons (other than Stallholder or representative of Stallholder); and
  - 6.2.3 Loss of, or damage to real or personal property, Market site or any property whether located on Market site.
- 6.3 The Stallholder’s liability to indemnify Rotary under Clauses 6.2.2 and 6.2.3 will be reduced proportionally to the extent only that a negligent act or omission of Rotary has contributed to the Personal Injury, loss or damage.

## **7 MARKETS CONTACT INFORMATION**

Markets Manager

Mobile: 0400 845 173

Email: [coomamarkets@gmail.com](mailto:coomamarkets@gmail.com)

Website: [www.coomamarkets.com.au](http://www.coomamarkets.com.au)

8 **STALLHOLDER DETAILS**

BUSINESS NAME: .....

CONTACT NAME: .....

PHONE: ..... EMAIL: .....

POSTAL ADDRESS: .....

STALL TYPE (Describe goods sold/services provided/Charity/Community Organisation etc.):  
.....  
.....

Do you intend to sell food? **YES/NO** If YES, do you have the appropriate certification? **YES/NO**

9 **STALL PREFERENCES (Can be changed later)**

ATTENDANCE TYPE: **REGULAR / CASUAL**  
POWER REQUIRED (limited sites available): **YES / NO**  
SITE SIZE (a single site is 3x3m): **SINGLE / DOUBLE / TRIPLE**

10 **PUBLIC LIABILITY & PRODUCT INSURANCE**

Do you have current Public Liability & Product insurance? **YES/NO** If YES:

Name of Insurance Company: .....

Policy Cover Level (\$): ..... Current until: ..... / ..... / .....

If the Stallholder does not have their own insurance and requests coverage arranged by Rotary from One Underwriting, the Stallholder undertakes to read the policy wording, including specified exclusions, of the One Underwriting Public and Products Liability Insurance Summary. This is available on the website or from Markets Management. If the Stallholder provides products and services excluded from One Underwriting’s policy, they do so at the Stallholder’s own choice and risk.

Note, Rotary is not an Insurance advisor or agent, and the Stallholder should direct any questions to One Underwriting or insurer of their choice.

**I HAVE READ AND UNDERSTOOD THE INFORMATION AND AGREE TO THE TERMS IN THIS AGREEMENT.**

STALLHOLDER NAME: .....

SIGNED: ..... DATE: ..... / ..... / .....

Please complete and sign this Agreement and return by email or to the Markets Manager on Market Day