

MOORAFUN INC

Market Stall & Food Vendor Terms & Conditions

All stallholders and Food vendors

<p>a) Sites will be available only for the sale of NEW quality plants, clothing, jewelry, leather goods, pottery, ceramics, homewares, giftware, general art and craft items, food/drinks to be consumed and prepackaged food/drinks. N.B) Select events/festivals may be themed e.g pets, kids, clothes</p>
<p>b) All applicants are subject to a selection process with applications closing at midnight on the date prescribed in the application form Successful applicants will be invoiced as soon as they are approved, with stall payment fees due by 5pm, on the date prescribed in the application form. (N.B. to secure your site please pay asap rather than waiting till the deadline) Unsuccessful applicants will also be notified as soon as practically possible.</p>
<p>c) It is the responsibility of the stall holder to provide all necessary equipment to facilitate your site.</p>
<p>d) Outdoor stalls will require weights per leg according to the HRIA Marquee Weighting Guide NO pegging permitted as per local council guidelines</p>
<p>e) All stalls/vendors are required to be set up ready to trade at least half an hour before the event official start time and are required to stay for the duration of the event. e.e) Vehicles on site: If you are required to leave early, your vehicle will not be permitted to remain on site (emergency departure excepted)</p>
<p>f) All items must remain within the site boundaries, at all times.</p>
<p>g) All stallholders and food vendors must comply with all laws, regulations and requirements of local Government and other related statutory authorities.</p>
<p>h) Market stalls and food vendors are not transferable without prior approval from the MooraFun Inc Management. No stall holder or Food Vendor will be permitted to operate within the festival/event without prior arrangement with the MooraFun Inc Team</p>
<p>i) MooraFun Inc Team will not accept any responsibility for the safety of any article or product of any kind brought by the market stall holder or food vendor into any MooraFun Inc event/festival</p>
<p>j) The market stall holder/Food Vendor hereby indemnifies the MooraFun Inc Team and holds The MooraFun Inc Team harmless in respect to all costs, claims, demands and expenses to which the festival may in anyway be subjected to as a result of any loss or injury to any person or company including members of the public, staff, volunteers or authorities, the festival or stall holders, employees, servants, agents and invitees howsoever caused as a result of any act, neglect or defect by the stallholder/vendor. Market stall holders and food vendors must have their own public liability insurance and WorkSafe policies in place.</p>
<p>k) The MooraFun Inc Team reserves the right to alter the layout, plans and positions of the market stalls if, in its opinion any alterations are desirable for the benefit of any MooraFun Inc event/festival as a whole</p>
<p>l) Any Market stall holder/food vendor causing any damage to the environment and/or any building surrounds will be fully liable for any costs incurred.</p>

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<p>m) Any market stall holder/food vendor causing damage and/or loss to any part of the stall signage or infrastructure supplied by the MooraFun Inc Team and/or any of the Festival/event sponsors, stall frame and or covering material or to any furnishings and or electrical equipment provided by the MooraFun Inc Team through the appointed equipment hire company/electrical contractor will be fully liable for any costs incurred for the repair and/or replacement of the damaged and/or lost equipment.</p>
<p>n) The display, sale or distribution of counterfeit or illegal goods is not permitted nor is the display, sale or distribution of inappropriate material including replications, pictures or printing of naked body parts and obscene and offensive language.</p>
<p>o) The market stall holder/food vendor must at all times conduct their stall so as not to interfere with any other stall/vendor. Any decision of the MooraFun Inc Team in this regard shall be final and binding. MooraFun Inc Team reserves the right to remove the stall holder/food vendor at the stall holder/food vendors own cost.</p>
<p>p) The MooraFun Inc Team, shall not be responsible for any loss of any nature including monies paid to MooraFun Inc Team, suffered by any market stall holder/food vendor from any restrictions or conditions which prevent the construction, erection, completion, alteration, or dismantling of any stall or exhibit or the setting up or removal of any products, for the failure of any service available to the market stall holder, or for any cancellation or restriction in opening hours at the MooraFun Inc Team as a result of any circumstances not within the direct control of the festival/event.</p>
<p>q) In registering for any MooraFun Inc event/festival, delegates grant permission to the MooraFun Inc Team, its agents and others working under its authority to take and to have full and free use of video/photographs containing their image/likeness pertaining to the said event. It is understood these images may be used for promotion, news, online/multimedia/research and/or education purposes by MooraFun Inc. Delegates agree that they are not entitled to remuneration, residuals, royalties or any other payment from MooraFun Inc. in respect of their image/likeness or its use.</p>
<p>r) MooraFun Inc. is not responsible for any warranties, promises or agreements made by market stall holders/vendors in relation to market stalls or their products.</p>
<p>s) Indoor markets are not to use sticky tape or any other adhesives on walls or floor surfaces</p>
<p>t) The MooraFun Inc Team. shall have the right to postpone or amend the time of Any MooraFun Inc event/festival is held to any other time which, in the opinion of the festival, is more suitable for MooraFun Inc events/festivals, and will not be responsible for any loss occasioned thereby. MooraFun Inc, shall further have the right to alter the opening times, closing times, for the duration of Any MooraFun Inc event/festival. and will not be responsible for any loss occasioned thereby.</p>
<p>u) No Cash payments for stalls or food vendors on the day of the event will be accepted unless prior arrangements have been made.</p>
<p>v) Payment must be paid in full no later than two (2) days prior to ensure the payment has cleared. Non Payment will be considered as non-acceptance of the terms & conditions and your acceptance to the event will be considered null and void. (payments are required 2 weeks prior to be able to mark out the site list and send out one week prior to the event/festival</p>
<p>w) In the event a market stall does not show, all monies paid will not be refunded.</p>

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- x) **PANDEMIC/COVID SAFE- AS DIRECTED BY THE VICTORIAN GOVERNMENT AND/OR LOCAL COUNCIL WHEN DIRECTED**
- x1) All stalls, food vendors and groups/schools must have at least one bottle of hand sanitiser and/or sanitising wipes on display for customer and own use throughout the day.
 - x2) All stalls, food vendors and groups/schools must do their best to maintain a 1.5m social distancing space at all times. If your stall gets a little busy ask patrons if they can form a 1.5m spaced wait line or come back a little bit later. Alternatively ask them to put on their mask.
 - x3) All stalls, food vendors and groups/schools must display the Covid Safe sign - one will be emailed for you to print and display.
 - x4) If you or your staff display any Covid symptoms as described by the WHO and the Victorian State Government **YOU AND/OR YOUR STAFF MUST** present to the first-aid tent for temperature check and possible isolation in the Covid Safe marquee behind the stage (Truck).
 - x5) Spare masks will be available from the information and first-aid marquees (adjacent to the hunt area).
 - x6) All staff must sign in and out at the beginning and end of their shift. Please keep this record for a minimum of 7 weeks.
 - x7) All Stalls and food Vendors must have their own Business QR code and this must be clearly displayed for patrons to login when stopping at your site

General Stalls, Groups and Schools

- i. Market stalls are solely for the sale of new quality goods and products such as plants, clothing, jewelry, leather goods, pottery, ceramics, homewares, giftware and general art and craft items. NO second hand goods are permitted.
- i.1 From time to time MooraFun Inc may have themed events, for example Pets, kids, clothes.
- ii. All market stalls are to be well presented and tidy at all times
- iii. Each market stall site is approximate (3m x3m per site) multiple sites can be applied for.
- iv. Market stall holders are required to provide their own equipment i.e. shade structure/marquee, tables chairs
- v. All shade structures are to be weighed down. NO pegging into the ground is permitted unless otherwise advised. Weight requirements as per HRIA Marquee Weighting Guide.
- vi. All items and stock must remain within the boundaries of your site at all times
- vii. No power is available for use by market stallholders
- viii. Market stalls are required to be set up half an hour before the event and to remain set up until the agreed time
- ix. A site fee will be charged to participate in MooraFun Inc events/festivals. You will be invoiced you're your application has been Approved. (Not applicable to schools & community groups)

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Food Vendors

i.	<i>Moorafun Inc</i> is looking for food vendors that offer family friendly priced food that is tasty and of good quality. We also value vendors that present an appealing 'shop front' and provide family friendly service
ii.	Vendors will be required to provide all equipment and infrastructure including signage, lighting, fridges, cool rooms, Generator, power leads and power boards Equipment must be tested and tagged. Equipment must be suitable for all weather conditions.
iii.	It is essential food vendors meet all health and food handling requirements.
iv.	All shade structures are to be weighed down. NO pegging into the ground is permitted. Weights to be used as per the HRIA Marquee Weighting Guide
v.	All items and stock must remain within the boundaries of your site at all times
vi.	No power is available for use by food vendors
vii.	Food Vendors are required to be set up half an hour before the event official start time and to remain set up until the agreed end time.
viii.	The festival is open to the public from 9am Food Vendors must be operational at all times. A site fee will be charged to participate in Moorafun Inc events/festivals. You will be invoiced once your application has been approved

THANK YOU FOR BEING A PART OF MOORAFUN INC
EVENTS AND FESTIVALS.