

## Terms & Conditions for Stall Holders / Participants

1. The participant shall take out Public Liability Insurance with a limit of liability of no less than ten million dollars and indemnifies and will indemnify the organiser, (Centenary Community Connections Inc) its agent, servants, contractors and employees from all actions, claims, demands, losses, damages, costs and expenses howsoever arising from the participant's use of the site or other approved participation at the Centenary Rocks! event, and in particular but without limiting the generality of the foregoing, against any loss, damage, or injury from any cause whatsoever to property or person caused by or contributed to by the use of the site or other approved participation by the participant or any servant, agent or other person authorised by the participant whether such loss, damage or injury occurs on the site or not and whether caused by any act, omission, neglect, breach or default of the participant or any other persons. The participant shall ensure that the Public Liability Insurance notes the indemnity to the organiser
2. If the stall holder is a food vendor, it is their responsibility to ensure they obtain a Temporary Food Stall License no later than 1 July, 2009. Application forms for this license can be obtained by calling the Brisbane City Council on (07) 3403 8888. Should a food vendor have a query relating to either their existing license or the temporary food stall license specifically for the 2009 Centenary Rocks! Festival, please contact Environmental Health on (07) 3403 8888. Failure to obtain the relevant license will result in that stallholder being evicted from the 2009 Centenary Rocks! Festival.
3. This Application for Space form is an application for SPACE ONLY. This does not include shade, trestle tables, chairs, power, or any other items. Items are available for hire from the Centenary Rocks Site Manager. Contact Nick Kozij on 0439 789 677 for more information. Stallholders are free to provide their own items, but all shade must be FREE STANDING. It is not permitted to drive stakes of any kind into the ground at the Rocks Riverside Park. Fines will apply to breaches.
4. If the stall generates heat of any kind, or involves cooking processes, the stallholder must have a 2.5 kg dry powder ABE Fire Extinguisher at their stall site for the duration of the Festival.
5. Stallholders shall not assign or sublet or part with any section of their site without authorisation from the organisers.
6. The organiser reserves the right, if it considers it to be expedient or desirable to do so, to cancel or to postpone the operation of the agreement by notice in writing in the event of any occurrence or happening which in the opinion of the organiser justifies it in so doing. The participant indemnifies the organiser against any claim for compensation or damages or any other action or demand, whether on the ground of loss of profits or otherwise, arising from such cancellation or postponement and acknowledges that in such circumstances the organiser shall be entitled to retain any money paid or to recover any money not paid by the participant in relation to this agreement.
7. **Centenary Rocks! provides security but shall not be held liable for loss or damage to the stallholder's property** before, during or after the Festival. It is recommended that the Stallholder arrange all risk insurances cover prior to the event
8. Stallholders must staff their stalls and are responsible for the condition of allocated sites for the duration of the Festival. It is the responsibility of the Stallholder to remove all rubbish and unwanted display material where applicable, and to leave the sites in the same condition as they are allocated in.
9. The organisers reserve the right to vary the space allocated to Centenary Rocks! Stallholders. This would be in the interest of the stallholder only.
10. It is the Stallholders responsibility to supply their own certified, minimum 30 metre, extension leads and power boards. No double adapters are permitted.
11. Stallholders must leave their display intact until 4.00 pm on 26 July, 2009, unless prior permission has been granted by the organisers.
12. In the event of any stallholder wishing to withdraw their application for site rental at the Centenary Rocks! 2009, no refunds will be considered after 10 July, 2009.
13. "Community Groups" are defined as local not for profit organizations. "Market Stalls" are defined as sole operators without a permanent shopfront. "Businesses" are defined as commercial organisations with a permanent shopfront. "Takeaway Food Stalls" are defined as stalls which require a temporary or permanent food stall permit from the Brisbane City Council to operate. 'The participant' includes any stall holder or other person or organisation which, by making this application, intends to participate in the Centenary Rocks event.

Authorised signatory for the Stallholder/Participant \_\_\_\_\_ Date \_\_\_\_\_