

Stallholder Lease Agreement

Curtin Student Guild Pasar Malam 2019

1. Application, Payment, and Cancellation

- 1.1** Stall applications for this event will only be accepted via the online application form, available at www.guild.curtin.edu.au/forms/pasarmalam2019.
- 1.2** Submitting a stall application does not guarantee that your stall will be approved to trade at the event. All stall approvals are at the sole discretion of the event organiser, the Curtin Student Guild.
- 1.3** Stall applications close 4pm Thursday 5th September 2019.
- 1.4** Only *completed* stall application forms received before 4pm Thursday 5th September 2019 will be considered.
- 1.5** Successful applicants will be notified by the Curtin Student Guild via email no later than Friday 13th September 2019, followed by the issue of an invoice. Full stall fee payment and bond are due by no later than Friday 27th September 2019. Payment options will be outlined within the aforementioned invoice.
- 1.6** Any stall application withdrawn or cancelled after 4pm on Thursday 3rd October 2019 will not receive any refund on the stall fee, however the full bond amount (AU \$300.00) will be refunded.

2. Stall Categories & Pricing

2.1 *Category A: Verandah Stalls (No Marquee)*

2.1.1 Stall fee: AU\$350.00 (inc. GST) per stall.

2.1.2 Stall dimensions: 2.5m x 3m

2.1.3 Stall infrastructure: Stall is located under pre-existing verandah eaves - no marquees can be accommodated. Existing building infrastructure forms the overhead canopy for stalls in this category, and no floor-to-ceiling side walls enclose stalls. Stall barriers will be mid-height tables or fencing only.

2.1.4 Included equipment and amenities: 3 x trestle tables (2.4m x 0.75m), 1 x basic overhead stall light, 1 x 10amp power board, access to shared on-site cool room, access to shared portable sinks, access to shared oil disposal drums, access to large on-site skip bins. *Note: Category A vendors must supply own individual stall bins, handwashing stations, & dishwashing stations.*

2.1.5 Restrictions: Stalls using a charcoal grill, gas stove, or BBQ are ineligible for this package due to fire safety restrictions.

2.1.6 Availability: Each stall category at the event has a limited total allocation available. If your nominated stall category is full, the event organiser will contact you to offer you the opportunity to either choose an alternative stall category or withdraw your application.

2.2 Category B: *BYO Marquee Stalls*

2.2.1 Stall fee: AU\$400.00 (inc. GST) per stall.

2.2.2 Stall dimensions: 3m x 3m

2.2.3 Stall infrastructure: To be eligible for this stall category, vendors are required to supply and set up their own 3 x 3m marquee. Marquee must be brought to site and erected by the vendor the day prior to the event, as per instructions from the event organiser. Marquees must be appropriately weighted on all four corners (e.g. water weights, sandbags, etc. - no pegs / ropes permitted). Marquee must have three walls affixed, in accordance with the Town of Victoria Park's temporary food stall requirements. Stalls will be located on pre-sealed paved flooring. Vendors are not required to provide stall flooring.

2.2.4 Included equipment and amenities: 3 x trestle tables (2.4m x 0.75m), 1 x basic overhead stall light, 1 x 10amp power board, access to shared on-site cool room, access to shared portable sinks, access to shared oil disposal drums, access to large on-site skip bins. *Note: Category B vendors must supply own individual stall bins, handwashing stations, & dishwashing stations.*

2.2.5 Charcoal grills & BBQs: Manor fencing will be provided for stalls using charcoal grills and BBQs, in order to create a small secure area in which to operate these appliances safely (i.e. external to marquees).

2.2.6 Availability: Each stall category at the event has a limited total allocation available. If your nominated stall category is full, the event organiser will contact you to offer you the opportunity to either choose an alternative stall category or withdraw your application.

2.3 Category C: *Premium Marquee Stalls*

2.3.1 Stall fee: AU\$500.00 (inc. GST) per stall.

2.3.2 Stall dimensions: 3m x 3m

2.3.3 Stall infrastructure: A premium waterproof marquee will be provided and set up in full by event staff prior to vendor arrival. Marquee includes three detachable walls. Appropriate sealed flooring will be provided, in accordance with the Town of Victoria Park's temporary food stall requirements.

2.3.4 Included equipment and amenities: 3 x trestle tables (2.4m x 0.75m), 1 x basic overhead stall light, 1 x 10amp power board, individual stall bin and bin bags, individual stall handwashing station, individual stall dishwashing station, access to shared on-site cool room, access to shared portable sinks, access to shared oil disposal drums, access to large on-site skip bins.

2.3.5 Charcoal grills & BBQs: Manor fencing will be provided for stalls using charcoal grills and BBQs, in order to create a small secure area in which to operate these appliances safely (i.e. external to marquees).

2.3.6 Availability: Each stall category at the event has a limited total allocation available. If your nominated stall category is full, the event organiser will contact you to offer you the opportunity to either choose an alternative stall category or withdraw your application.

2.4 Category D: *Food Trucks*

2.4.1 Stall fee: AU\$350.00 (inc. GST) per vehicle.

2.4.2 Stall eligibility: This category is only available to registered commercial food businesses operating from a fully self-contained food van, trailer or truck.

2.4.3 Included equipment and amenities: A suitable space will be provided in which the vendor may park their food truck or van and trade at the event. Access to all shared amenities except the on-site cool room is also included (see 5.4). *Note: No access to power is included for this category - vehicle must be either self-powered or the vendor must supply own generator.*

2.4.4 Availability: Each stall category at the event has a limited total allocation available. If your nominated stall category is full, the event organiser will contact you to offer you the opportunity to either choose an alternative stall category or withdraw your application.

2.5 Additional Charges

2.5.1 Additional trestle tables can be hired at a rate of AU\$20.00 per table. Extra tables must be requested in your original application, and will be included in your invoice for payment prior to the event.

2.5.2 If your power requirements exceed the power allocation within your chosen stall category, additional power can be purchased at a rate of \$50 per 10AMP power board, or \$100 per 15AMP lead. Additional power must be requested within the original application, and will be included in your invoice for payment prior to the event. Likewise, should the event organiser determine that your power usage on the night is likely to exceed the standard power allocation within your chosen stall package, you will be required to pay a surcharge for your additional usage requirements at the rates mentioned above. All electrical equipment will be provided by the event organiser and installed prior to the event - *stallholders are strictly not permitted to bring any electrical equipment (extension leads, power boards etc.).*

2.6 Not-for-Profit Discount

2.6.1 Not-for-profit groups are eligible for a 10% discount on the listed price for each of the stall categories listed above.

2.6.2 To qualify for the not-for-profit discount, the applicant must provide documentation verifying not-for-profit status.

2.7 Club Discount

2.7.1 Guild clubs are eligible for a 15% discount on the listed price for each of the stall categories listed above. This applies to Curtin student clubs and/or societies who have successfully registered with the Curtin Student Guild for 2019.

2.7.2 To qualify for the club discount, the stall must be 100% student run and organised with the aim of raising funds for the club, for the benefit of the club's members. All administration and bookings must be conducted by the club's current student committee members (as per Guild records), and all persons operating the stall on the night must also be Curtin students and club members. Random verification checks may be carried out by the event organisers on the night.

3. Bond

3.1 All stallholders are required to put forward a bond deposit of AU\$300.00.

- 3.2** The full bond deposit amount of AU \$300.00 will be refunded within 30 days of the event date directly to the bank account nominated within the original stall application, provided that the following criteria have been met:
- 3.2.1** The stallholder has not breached any term/s of this lease agreement; and
 - 3.2.2** The stallholder's Temporary Food Business Permit has not been revoked by the Town of Victoria Park at any stage prior to, or during, the event.
- 3.3** If any breach of any item within this lease agreement has occurred - excluding items 1.6, 4.1.3, and 4.8 - the full bond deposit amount will be forfeited by the stallholder, and retained by the Curtin Student Guild.

4. Stallholder Rights & Responsibilities

4.1 Temporary food business permit

4.1.1 In order to trade at this event, applicants are required to obtain a Temporary Food Business Permit from the Town of Victoria Park, and comply with all of the Town's food business rules and regulations. Restaurants who already have an annual temporary food permit with the Town of Victoria Park will be required to provide this within their application. Restaurants who have permits with other councils are still required to fill in a temporary permit application for the Town of Victoria Park in order to trade at this event.

4.1.2 Stalls who have their Temporary Food Business Permit application rejected by the Town of Victoria Park will be unable to attend the event, and this lease agreement will be terminated. All fees will be refunded to the stallholder in full, including the bond deposit.

4.1.3 Should a stallholder's temporary food business permit have been initially approved, but later revoked by the Town of Victoria Park due to negligence or non-compliance of the stallholder (as determined by the Town of Victoria Park), the stall will have no further permission to trade, and the Curtin Student Guild will terminate the operation of the stall and this lease agreement immediately. In this instance, the stall fee will NOT be refunded, and the total bond deposit will be forfeited.

4.2 Sale of product

4.2.1 Any and all products being sold or distributed from stalls at the event must have been declared in the initial application form, and approved by the Curtin Student Guild.

4.2.2 The sale of alcohol, drugs and any other illegal items (e.g. pirated compact discs) is strictly prohibited. Please check with the Curtin Student Guild prior to payment of stall fee if unsure. Products or advertising that are/is offensive and deemed inappropriate, such as pornographic materials, are/is also strictly prohibited.

4.2.3 Food sold must comply with proper food hygiene standards as defined by the relevant State regulations and the Town of Victoria Park.

4.2.4 Stalls are required to occupy their stall space and make every reasonable effort to have enough product on hand, for the entire designated duration of the event.

4.3 Public Liability & Insurance Requirements

4.3.1 Stallholders must, at their own expense, effect and maintain for the duration of the stallholder's service at the event, a policy of Public Liability Insurance in the minimum sum of ten million Australian dollars (\$10 000 000), covering all loss, damage or injury to person or property (including death) caused by the stallholder, its employees, or its agents, as well

as the amounts of all claims, damages, costs and expenses which may be paid, suffered or incurred by the Curtin Student Guild and/or Curtin University as aforesaid in respect to any loss, damage or injury (including death).

4.3.2 Stallholders acknowledge and agree that the Curtin Student Guild and Curtin University will not be held liable or responsible in any manner whatsoever for any loss or damage (including, but not limited to, personal injury, consequential loss or any other form of indirect loss of damage) that they may incur or sustain in connection with, or arising out of, their participating at Pasar Malam at Curtin University premises.

4.4 Photography at event and use of images

4.4.1 Photos and video may be taken at the event for Guild promotional material. Stallholders agree to the use of their image for this purpose by the Curtin Student Guild. Images remain the property of Curtin Student Guild.

4.4.2 The Curtin Student Guild retains the right to distribute these images to commercial and other partners.

4.5 Safety and firefighting equipment

4.5.1 All stallholders must supply their own fire blankets and fire extinguishers as part of their stall set up at Pasar Malam. The fire blankets and extinguishers provided must be appropriate to combat the proposed form of food preparation and likely associated fire risk (i.e. oil/fat fires). Ensure fire extinguishers/blankets have been serviced and tagged (6 monthly). Failure to supply appropriate firefighting equipment - as advised within the Stallholder Pack and at the mandatory pre-event briefing (4.8) - will result in immediate eviction from the event. No refund of stall fee will be issued, and the full bond deposit will be forfeited.

4.5.2 It is the responsibility of stallholders to be trained in using such safety and firefighting equipment, as outlined within the Town of Victoria Park's food service guidelines, and as covered at the mandatory pre-event briefing (4.8).

4.6 Cleanliness, hygiene & damages

4.6.1 Stallholders are fully responsible for the cleanliness of the premises being leased. Stallholders will be held responsible for any oil/dirt/burns/damage to the ground of the stall, or on the stall marquee and/or nearby walls (where applicable).

4.6.2 Stallholders must adhere to the food service guidelines, requirements, and directives as set by the Town of Victoria Park at all times during the Pasar Malam event.

4.6.3 Stallholders, or the assigned personnel handling food, are NOT permitted to handle non-food items - including, but not limited to, cash / cards, cooking equipment, and waste - without washing their hands before and after.

4.6.4 Stallholders must use their individual in-stall washing stations for only the washing of hands and cleaning of small utensils. The cleaning of food processing equipment and cooking equipment or appliances is not allowed on site, to prevent excessive waste. No other sources of water on site are to be used for washing/cleaning.

4.6.5 No cooking utensils or equipment are to be washed in washrooms / toilet facilities.

4.6.6 Stallholders must only dispose of waste (e.g. used hot oils, BBQ coals, hot water) at the designated appropriate waste disposal locations as per their Stallholder Pack and mandatory pre-event briefing (4.8). Please contact the Curtin Student Guild if unsure.

4.6.7 Stallholders will be held liable for any damages incurred to the premises leased and equipment supplied at the event, including damages or loss of trade incurred to other stalls due to a stallholder's negligence (for example: table burnt, grass burnt, power tripped).

4.7 Power supply and cooking appliances

4.7.1 Stallholders are required to provide an itemised, specific list of **ALL** electrical appliances that will be used at the event within their application form, including approximate wattage of each device. There is to be no use of equipment not declared within the original stall application form or otherwise explicitly approved in writing by the Curtin Student Guild prior to the event.

4.7.2 Only tagged and tested electrical appliances are allowed to be used at the event. Only Australian standard power plugs are permitted, and use of an adaptor will not be accepted. Absolutely no foreign or unsafe power plugs are to be used.

4.7.3 Category A, Category B, and Category C stalls are provided with, and limited to, 1 x 10amp power board, which all items must run through. Category A, Category B, and Category C stallholders are not permitted to bring generators to the event.

4.7.4 The use of double adapters and additional power boards is strictly prohibited.

4.7.5 Category A, Category B, and Category C stallholders are only permitted to use a maximum total of 10amps worth of electrical appliances in their stall at any given time. The use of 15amp electrical appliances is strictly prohibited unless booked within the original application, and paid for in advance.

4.7.6 Category D stalls (food trucks) have no access to power outlets or on-site electricity at the event. Food vehicles must be either self-powered, or use a generator that the stallholder provides. Please refer to section 2 and item 5.5 for stall category specifications and eligibility criteria.

4.7.7 Any gas appliances intended for use at the event must have had their gas lines tested and tagged within the previous twelve months.

4.7.8 Any intended use of coals or open flame to prepare food must be clearly specified within the stall application, in order for the event organisers to place such stalls within an appropriate area for ventilation and safety purposes.

4.7.9 Stallholders must obey the direction of the event electrician and event organisers at all times. Anyone breaching power rules or disobeying an order from the electrician or event organiser will be evicted from the event immediately, with no refund of stall fees or bond deposit to be given.

4.8 Mandatory pre-event briefing

4.8.1 Stallholders are required to attend an on-site pre-event briefing, at a time to be confirmed. This briefing must be attended by at least one nominated stall supervisor (per stall) who will be on site at the event itself. Such nominated individual/s will be responsible for ensuring that instructions relayed at the briefing are adhered to for the duration of the event (including bump-in and bump-out).

The briefing includes, but is not limited to, evacuation processes, operational health and safety regulations, bump-in and bump-out procedures, and local government requirements, and is aimed at making the event safer for stallholders, staff, and patrons. Failure to attend the briefing will result in termination of the lease agreement, with the full stall fee retained by the Curtin Student Guild. Only the bond will be refunded.

4.9 Timings

4.9.1 The event runs from 5pm – 10pm on Friday 18th October, 2019. Stallholders are permitted and expected to trade strictly within these hours.

4.9.2 Stallholders may only bump in and bump out within the designated timeframes as outlined within their Stallholder Pack, and in accordance with the instructions given within their Stallholder Pack and at the mandatory pre-event briefing (4.8).

5. Rights & Responsibilities of the Event Organiser

5.1 The Curtin Student Guild, as the event organiser, reserves the right to reject any stall application at their sole discretion. Such decisions are final, and no correspondence shall be entered into.

5.2 The Curtin Student Guild reserves the right to withdraw any successful applicant due to any reason as determined by the organising committee (i.e. breach of stallholder's responsibilities prior to the event, or during the event). Any such decision made by the Curtin Student Guild is final.

5.3 The Curtin Student Guild will not be responsible for any losses or damages incurred due to negligence of stallholders throughout the event.

5.4 Shared amenities and facilities:

5.4.1 All vendors – excluding Category D stalls - will have access to a shared on-site cool room at the event free of charge, provided they include this request in their stallholder application form. Individual vendor cool rooms are unable to be accommodated on site. The Curtin Student Guild accepts no responsibility for the security of food stored in shared cool room/s during the event – this is a shared space by all vendors, and food is stored therein at the stallholder's own risk. The Curtin Student Guild strongly recommends all items stored in this space be clearly labelled with your stall name, item description, contact name, and a contact number.

5.4.2 All vendors will have access to shared oil disposal drums at the event.

5.4.3 All vendors will have access to large shared skip bins at the event.

5.4.4 All vendors will have access to shared portable sinks / wash troughs at the event.

5.5 In the event of any dispute between the Curtin Student Guild and a stallholder, the decision made by the Curtin Student Guild is final.

5.6 Pasar Malam goes ahead rain or shine. The event will be cancelled only in cases of extreme weather (i.e. severe storms), or in response to a major security threat, at the recommendation of Curtin Student Guild, Curtin Health and Safety, Curtin Safer Communities Team, and/or Curtin Emergency Management. An event cancellation will only occur should there be deemed to be an inherent risk to the safety of staff, stallholders and patrons at the event. In the event that Pasar Malam is cancelled, all stallholders will be refunded their full stall fee and bond.

6. Breach of Contract

6.1 If any breach of any item within this lease agreement has occurred, and unless otherwise stated, the full bond deposit amount will be forfeited by the stallholder, and retained by the Curtin Student Guild.

6.2 In the case of breach of contract by a stallholder, where the breach is deemed to be a danger to others or unacceptable for the stall to continue its operation, the Curtin Student Guild

reserves the right to terminate the operation of the stall immediately and without prior notice. In this case, the stall fee will NOT be refunded and the total stallholder bond will be forfeited.

6.3 Breach of any clause in the food service guidelines and regulations as issued by the Town of Victoria Park may result in actions (including termination of stall operation) taken by the relevant authorised officer from Town of Victoria Park. In this case, the stall fee will NOT be refunded, and the total stallholder bond will be forfeited.

6.4 Any costs incurred as a result of damage requiring repair, replacement, and/or maintenance of the stall premises or any equipment supplied, will be deducted accordingly from the stallholder's bond. If costs incurred due to repairs, replacement and/or maintenance of the stall premises and equipment supplied exceed the bond amount, the stallholder is fully liable to pay for such additional costs.

Acknowledgement and Acceptance of Terms of Lease Agreement: Curtin Student Guild ISC Pasar Malam 2019

Please tick the box next to the affirmation statement:

I confirm that I have read, understood and agree to abide by this Lease Agreement and the terms outlined therein, and I confirm that I am authorised to enter into such an agreement of behalf of the business.

Signature: _____

Name: _____ Date: _____

Name of Stall / Business: _____

Position/Role in Business: _____