



STALLHOLDER CONTRACT

PLEASE READ THIS CONTRACT & SIGN TO INDICATE YOU AGREE & FULLY UNDERSTAND ITS CONTENTS

This agreement is between _____ (Stallholder) & Nightjar Entertainment Pty Ltd.
PLEASE PRINT STALL TRADING NAME

The purpose of this contract is to ensure the Nightjar Festival runs smoothly. All terms & conditions will be strictly enforced onsite.

1) **FESTIVAL DATES:** The Nightjar Festival (Torquay) operates every Thursday in January – Thursday 4TH 11TH 18TH and 25TH January 2018. The Nightjar In The City (Geelong) operates every Friday in February – Friday 2nd, 9th, 16th and 23rd February 2018.

2) **BUMP IN & BUMP OUT:** Stallholders **MUST** be available to arrive onsite & bump in between 12:00pm – 3:00pm. Stallholders will receive specific bump in & bump out information no later than 4 weeks prior to the festival. Bump out is between 10:30pm – 11:30pm. A site map will be provided with arrival information and directions on how to enter the site.

3) **TRADING TIMES:** Stallholders **MUST** trade for the **FULL** 6 hours of each event, between 4.00pm and 10.00pm. **NO** Stallholders are permitted to arrive late or pack up early.

4) **EVENT LOCATION:** The Nightjar Festival (Torquay) is located at Torquay Common on Surf Beach Drive in Torquay, Victoria. Nightjar In The City (Geelong) is located at Johnstone Park in Geelong, Victoria. Railway Terrace, Gheringhap Street, Little Malop Street, Fenwick Street, and Mercer Street bound Johnstone Park.

5) **STALLHOLDER VEHICLES:** The Nightjar is a buzzing hive of activity on event day. As a result, Stallholders are strictly limited to one vehicle per site. Stallholders are permitted to deliver stock to your allocated site during BUMP In-between 12:00pm – 3:00pm. You will then be required to remove your vehicle from the event site. All vehicles MUST be off site by 3:00pm. Vehicle slips with compliance numbers will be issued after online induction refer point 29. If you arrive after this time, you'll be required to park off site and deliver your stock to your stall on foot, so best you arrive early! When driving onsite, all vehicles **MUST** have their hazard lights on at **ALL TIMES** and **MUST** travel **NO FASTER** than 5km/hr. Stallholders **MUST** follow traffic instructions from the Nightjar Team and Traffic Marshalls at all times (see **ADDITIONAL FEES**). There is strictly NO vehicle movement onsite between 3:00pm and 10:30pm. At the end of trading, you'll be required to pack down your stall before BUMP OUT commences at 10:30pm. NO vehicles will be permitted onsite until 10:30pm.

6) **STALLHOLDER PARKING:** The Nightjar Festival (Torquay) has limited parking available for Stallholders. Once the parking areas are full, Stallholders are responsible for finding a suitable park in the local area. Keep in mind that unfortunately there's no specific Stallholder parking area available at Nightjar In The City (Geelong). Stallholders should take note of the applicable parking restrictions and time limits as you will be liable to pay any parking fines.

7) **SITE CATEGORY:** Nightjar has various sized sites available for Stallholders, including SINGLE 3m BY 3m, LARGE 4.5m BY 3m and DOUBLE 6m BY 3m sites. Where possible the Nightjar Team has allocated Stallholders with your preferred size site. However, due to high demand we may not have been able to accommodate your request. Please refer to your invoice for details.

8) **CASUAL STALLS:** There is a **STRICT** limit of casual stalls (Torquay ONLY). Where possible the Nightjar Team has allocated Stallholders with your preferred date/s. However, due to high demand we may not have been able to accommodate your date request/s. Thank you for your understanding. Please refer to your invoice for details. **NO** refund or change of dates are permitted if you fail to attend on your allocated night/s (see **ADDITIONAL FEES**).

9) **SITE ALLOCATIONS:** Each Stallholder will have a pre-allocated site within the Nightjar site. The Nightjar Team will determine site placement in advance and Stallholders will receive site allocation information no later than 4 weeks prior to the festival. All site allocations are final and cannot be changed.

10) **SHELTER:** All sites are in an open-air environment and Stallholders **MUST** provide your own shelter. The Nightjar will not be responsible for any failure of Stallholders to adequately prepare for weather conditions. All shelters **MUST** be of a strong quality and secured down with ropes, pegs &/or weights at ALL times to withstand strong winds. The Nightjar Team will be inspecting all sites to ensure all shelters are set up safely and secured.

11) **MARQUEE HIRE:** Marquees are available for hire if required, SINGLE sites will require a 3m BY 3m marquee = \$55 per night including GST (includes set up and pack down). DOUBLE sites will require a 6m BY 3m marquee = \$110 per night including GST (includes set up and pack down). If hiring a marquee from the Nightjar, we will ensure it is set up safely and securely prior to your arrival with the appropriate ropes, pegs &/or weights.

12) **EQUIPMENT:** Stallholders are required to supply your own tables, equipment, leads, power boards & lighting for your stall.

13) **POWER & LIGHTING:** Limited power will be provided for each stall for lighting ONLY. Stallholders need to provide your own stall lighting. Please only bring lighting that fits within these power limits. Solar lighting is great! The total power limit for each stall is 150 watts. Any Stallholder whose power usage exceeds this will be asked to remove their lighting.

14) **STALL PRESENTATION:** Please take pride in the presentation of your stall and take the time to really impress. Be inspired and make your stall shine, amaze and wow festival attendees with your talents!

15) **APPROVED PRODUCTS &/OR GOODS:** A lot of thought, time and energy has gone into selecting the right mix of stalls to create a truly unique experience. As a result, Stallholders are **ONLY** permitted to sell the products &/or goods listed in your approved application. Stallholders who wish to sell any additional products &/or goods **MUST** seek approval in writing before arriving onsite. Please contact accounts@nightjarfestival.com.au as soon as possible. To maintain the integrity of the Nightjar this will be strictly enforced onsite during the event.

16) **ONSITE PERFORMANCE:** The Nightjar Team will visit Stallholders on a regular basis throughout the festival to ensure everything is operating smoothly. Stallholders **MUST** demonstrate a positive image of the Nightjar at all times and conduct your business in accordance with the terms and conditions outlined in this contract at all times. The Nightjar Team reserves the right to terminate this contract at any time if the Stallholder breaches of any of the terms and conditions. **NO** refunds will be issued and all site fees paid will be forfeited.

17) **PAYMENT:** On notification, your application has been successful, Stallholders will be issued with a tax invoice inclusive of GST. To secure your site booking Stallholders are required to pay your site fee **IN FULL** by 30th September (Torquay) and 30th October (Geelong). Please refer to your invoice for payment methods. Failure to make payment by the extended due date will result in forfeiture of your site.

TO SECURE YOUR BOOKING PLEASE RETURN YOUR SIGNED CONTRACT VIA EMAIL accounts@nightjarfestival.com.au

18) SITE CANCELLATION POLICY: The Nightjar does not pre-sell tickets and the event is weather dependent. As a result, if the Nightjar is cancelled (due to emergency &/or extreme weather) the following will apply: The Nightjar Festival (Torquay) – Any cancellations made at least 8 weeks prior to the first night of the Torquay event (5th January 2017) will be eligible to receive a 50% refund. Refund requests for the Torquay event MUST be received in writing by 10th November 2016. The Nightjar In The City (Geelong) – Any cancellations made at least 8 weeks prior to the first night of the Geelong event (3rd February 2016) will be eligible to receive a 50% refund. Refund requests for the Geelong event MUST be received in writing by 10th December 2016. Cancellations after the above applicable dates will not be eligible for a refund and all payments will be forfeited.

19) **FAILURE TO ATTEND:** If due to unforeseen circumstances, the Stallholder is unable to attend and trade on the confirmed booking date/s, the Stallholder MUST notify the Nightjar Team in writing at least 3 days prior to the affected booking date. NO refunds will be issued and all site fees paid will be forfeited. If the Stallholder provides no notification, or less than 3 days notification prior to the affected booking date, the Stallholder will be liable to pay the NO SHOW fee (see ADDITIONAL FEES). Notifications should be emailed to accounts@nightjarfestival.com.au as early as possible. We appreciate your understanding.

20) **FESTIVAL CANCELLATION:** The Nightjar will operate in all but very extreme conditions. If cancellation is required, the Nightjar Team will make an official announcement on our website and social media pages, and email notification will be sent to all Stallholders as early as possible. NO refunds will be issued if the Nightjar Team deems cancellation is required.

21) **ADDITIONAL FEES:** Stallholders will be liable to pay the following fees where applicable as determined by the Nightjar:

- Site Damage Fee Full council fee will be passed onto you for payment
- NO SHOW Fee \$100 (GST included) - War on Waste Fee \$50 (GST included)

22) **INSURANCE:** All Stallholders MUST have current public liability insurance to be involved with the festival. Stallholders MUST be covered for a minimum of \$10,000,000 public liability. Your insurance MUST be current for the duration of your involvement with the festival. If your insurance will expire before, or during the festival, please email a copy of your updated Certificate of Currency to: accounts@nightjarfestival.com.au as soon as possible.

23) **DAMAGE TO PROPERTY:** The Stallholder is solely liable for any loss &/or damage to the site caused by the Stallholder &/or all persons associated with the Stallholder. The Stallholder MUST notify the Nightjar Team immediately of any loss &/or damage to the site &/or Nightjar property &/or equipment. For any damage charges determined by the City of Greater Geelong or the Great Ocean Road Coastal Committee (Torquay site), the Nightjar Team will invoice the Stallholder directly for payment within 14 days. PLEASE NOTE: The City of Greater Geelong are extremely strict with protecting their heritage Johnstone Park (Geelong site). Any damage charges are likely to be significant, so please be extremely careful. Examples of damage include (but not limited to): liquid waste poured down drains, cracked bricks, damaged grass &/or driveway/entrances.

24) **COMMERCIAL RISK:** Stallholders choose to operate at your own commercial risk. Please make note of the above cancellation policy. NO refunds will be issued outside of this policy. The Nightjar is not liable for any compensation relating to any actual or perceived loss as a result of extreme or inclement weather &/or festival cancellation.

25) **PUBLIC HEALTH:** Stallholders MUST maintain a high standard of hygiene and cleanliness in and around your site at all times. The preparation of food or beverages is not permitted. If a TOTAL FIRE BAN day has been declared, NO open flames (including matches & cigarette lighters) are permitted. The Nightjar will notify all Stallholders if a TOTAL FIRE BAN day has been declared.

26) **SITE SAFETY:** Safety is our first priority! All equipment (powered appliances, leads, power boards & lighting) MUST be tested and tagged within current expiry date. All leads and power cords MUST be covered &/or secured safely and be out of access to the public. The Nightjar Team will conduct onsite inspections to ensure all equipment is tested and tagged. Any Stallholder who has equipment not tested and tagged, or where the tags have expired, will be required to have our licensed and registered contractor test and tag your equipment at your own cost. Stallholders MUST follow all Occupational Health & Safety policies and procedures implemented by the Nightjar Team and follow all instructions in the event of an emergency.

27) **WAR ON WASTE:** Nightjar is a Waste Wise event. **Plastic bags are NOT permitted onsite.** Nightjar is proudly a plastic bag FREE event! Stallholders should avoid unnecessary packaging and reuse items where possible. ALL packaging MUST be biodegradable. Plastic packaging is strictly forbidden. Stallholders MUST dispose of all landfill and recycling waste at the appropriate bin stations before vacating your site. If any waste remains on your allocated site, the Stallholder will be liable to pay the Waste Removal Fee (see ADDITIONAL FEES). Please be considerate to the Nightjar Team and your fellow Stallholders. Leave no trace and help Nightjar reduce our footprint!

28) **NIGHTJAR FESTIVAL LICENCING:** Stallholders are not permitted to use the branding or logo of the Nightjar on any item.

29) **ONLINE INDUCTION:** All stall holders must complete an online induction for themselves and all staff members attending the festival prior to event commencement. It is recommended you induct yourselves and staff as soon as possible. Your vehicle slip with compliance number will be issued on completion.

DECLARATION

I have carefully read this agreement and fully understand its contents. By signing this contract, I agree that I (& all persons associated with the Stallholder) will abide by these terms & conditions set by the Nightjar Festival.

NAME: _____ **SIGNED:** _____ **DATE:** _____
/_____/_____

PLEASE PRINT

DAY MONTH YEAR