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## STALLHOLDER AGREEMENT 2022

Original Eumundi Markets Ltd (OEM) agrees to permit the approved stallholder to use a site in return for payment of the site fee. All stall site fees must be paid in advance, prior to market day, any unpaid fees will attract a late fee. Failure to pay rent or any other amounts owing for more than 7 days past the due date could, at OEM's discretion, result in the loss of stall location or termination of the Stallholder Agreement.

OEM may, upon 14 days' notice, change site fees.

Stallholders are only permitted to sell OEM approved products on their stall. All new or additional products must be approved by OEM prior to sale. OEM reserves the right to verify the details provided in the Stallholder Application eg: raw materials, supply chain, manufacturing methods and production of products, are correct, to ensure they comply with OEM's ethos of "make it, bake it, sew it, grow it."

OEM may, at its sole discretion, change the site allocated to the Stallholder, without any prior notice.

OEM Stallholders deemed as "permanent" must adhere to the leave entitlements outlined in the Stallholder Guidelines. Stallholders absent for periods in-excess of their leave entitlement may, at the discretion of OEM, lose their "permanent" stall site.

OEM stallholders must have current Public Liability Insurance to the sum of \$10M and Product Indemnity Insurance to the sum of \$10M, both must note OEM as an interested party. The stallholder must have all permits, licenses and registrations required by law and provide a copy to OEM. Food vendors must comply with Federal, State and Local Government Food Acts and ensure that all electrical and gas equipment is regularly maintained and has current testing tags attached.

Stallholders must comply with OEM and QLD Government Covid-19 requirements.

Stallholders must comply with OEM's Emergency Evacuation Plan as found in the Stallholder Guidelines, by proceeding to designated assembly areas when directed.

Stallholders operate their business and site at their own risk. OEM accepts no responsibility for damages or cost associated with the actions of stallholders.

Stallholders must obtain the consent of OEM to use any OEM branding or the name "The Original Eumundi Markets" in connection to the stallholders' own business.

Upon the sale of a stall, OEM will not unreasonably refuse consent to transfer this Agreement to an incoming party, however it is not guaranteed the incoming party will retain the sellers allocated stall site.

make it. bake it. sew it. grow it.

I agree to the terms and conditions set out in the Stallholder Agreement. I have read and accept the current Stallholder and Community Policies.

Upon approval and execution of this agreement, the stallholder must attend first market within 14 days or submit a new application to attend. A trial day for the first market day is assessed before any further market bookings can be confirmed. Upon acceptance after trial day, the agreement will be signed by OEM Manager as fully executed.

Execution and continued attendance at the Original Eumundi Markets is subject to the stallholder adhering to all current government regulations in relation to COVID-19 with themselves, their stall staff, the management of their stall and goods.

STALLHOLDER:.....

SIGNATURE:.....

DATE: .....

This Stallholder Agreement is Executed by: Karen Davis on .....day of 20.....

Signature.....

on behalf of

The Original Eumundi Markets Ltd, 80 Memorial Drive Eumundi. QLD 4562

DATE: .....

**POST SITE TRIAL DAY FULLY EXECUTED AGREEMENT:**

This Accepted Stallholder Agreement is Executed by: Karen Davis on .....day of 20.....

Signature.....

on behalf of

The Original Eumundi Markets Ltd, 80 Memorial Drive Eumundi. QLD 4562