



STALLHOLDER AGREEMENT

BETWEEN

ORIGINAL EUMUNDI MARKETS LTD ACN 147 086 468

AND

The Stallholder set out in the Schedule

PARTIES

Original Eumundi Markets Ltd ACN 147 086 468 (“**OEM**”)

AND

The Stallholder whose particulars appear in the Schedule (“the **Stallholder**”)

RECITALS

- A. OEM is responsible for the operation and promotion of the Original Eumundi Markets (“the Markets”).
- B. The Stallholder wishes to enter into this Agreement with OEM so that the Stallholder can provide high quality artisan products and services at the Markets.
- C. This Agreement sets out the Terms and Conditions under which the Stallholder may occupy a site at OEM.
- D. This Agreement supersedes any other Agreement with OEM and the Stallholder.
- E. This Agreement is valid until terminated in accordance with the provisions of this Agreement.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATIONS

Definitions

In this Agreement:

- (a) **Administration Fee** means the fee which is chargeable to Stallholder when incurred in recovery of unpaid fees and charges.
- (b) **Ancillary Documents** means the documents referred to in Annexure B and as varied by OEM from time to time.
- (c) **Agreement** means this Agreement and any annexures or schedules to it.
- (d) **Application Form** means the online application located at:
www.eumundimarkets.com.au/register/
- (e) **Approved Products** means the products or services which the Stallholder is permitted to sell and/or provide, as set out in the Schedule, or as otherwise approved by OEM from time to time, in writing.
- (f) **Claim** means, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent.
- (g) **Cleared Funds** means Stallholder’s money which has physically transferred into the positive balance in OEM’s nominated bank account.
- (h) **Comfort Amenities** means those areas designated for the Stallholders comfort, such as stallholder toilets/washrooms.
- (i) **Commencement Date** means 1 August 2022, or if a different date is set out in the Schedule, the commencement date referred to in the Schedule.
- (j) **Confidential Information** means any information relating to the business of OEM; which is designated by OEM as confidential; which is of a confidential or sensitive nature, which is marked or denoted as confidential or which a

reasonable person to whom that information is disclosed or to whose knowledge the information comes would consider confidential.

- (k) **Expiry Date** means 30 June 2023.
- (l) **Fees** means the Administration Fee, Site Fee, Hire Fee, Utility Fee and any other fees and charges as notified by OEM to the Stallholder from time to time or as set out in the Ancillary Documents.
- (m) **Hire Fee** means fees and charges set out in Annexure D, subject to site allocation, occupancy and hire requirements, or otherwise as notified by OEM to the Stallholder from time to time.
- (n) **Leave** means all Stallholder absences from the market including holidays, sickness, emergencies and other special circumstances.
- (o) **Markets** means the Original Eumundi Markets operated by OEM located at 80 Memorial Drive, Eumundi in the state of Queensland and any other markets operated by OEM.
- (p) **Market Rules** means the rule set out in Annexure C, as varied by OEM by written notice to the Stallholder, from time to time.
- (q) **MOM – Market Operations Manager** means the Manager of OEM Markets (may also be referred to as “OEM Manager”).
- (r) **Objectives** means those objectives set out Annexure A and as set out in the OEM Constitution, OEM Mission and Vision and as otherwise notified by OEM to the Stallholder from time to time.
- (s) **OEM** means Original Eumundi Markets Ltd ACN 147 086 468 and includes its officers and authorised representatives.
- (t) **OEM's Property** means any property owned by OEM and/or OEM's parent company, Eumundi and District Historical Association (EHA).
- (u) **Operating Standards** means the operating standards document issued by OEM to the Stallholder and as updated from time to time.
- (v) **Permitted Use** means conducting a market stall to sell and provide the Approved Products.
- (w) **Personal Information** has the meaning as defined in section 6 of the Privacy Act 1988 (Cth).
- (x) **Policies and Procedures** means the policies and procedures of OEM as developed and notified to the Stallholder from time to time, as at the date of this Agreement the Policies and Procedures are those referred to in Annexure B.
- (y) **Privacy Laws** means any legislation or administrative requirement (as amended from time to time) imposing an obligation in relation to the collection, use, disclosure, storage and transmission of personal information which is applicable to a party in the performance of its obligations under this Agreement, including without limitation any codes, principles or guidelines contained in or arising out of such legislation.
- (z) **Relief Stallholder** means the temporary relief stallholder, nominated by a Stallholder, and approved by OEM, to operate the Stall on their behalf, for periods of approved leave.
- (aa) **Site Fee** means fees and charges set out in Annexure D, subject to site allocation, occupancy and hire requirements, or otherwise as notified by OEM to the Stallholder from time to time.
- (bb) **Site** means the site allocated by OEM to the Stallholder, as varied from time to time.
- (cc) **Stall** means all contents of the Site and includes the Stallholder Property.
- (dd) **Stallholder** means the entity set out in Item 2 of Schedule 1.

- (ee) **Stallholder's Property** means any property of the Stallholder within the Site.
- (ff) **Trading Hours** means the minimum trading hours set out in the Schedule and such additional hours and periods during peak seasons, as notified by OEM to the Stallholder, from time to time.
- (gg) **Trial** means the trial market day which the Stallholder must participate in, in accordance with clause 2.2.
- (hh) **Utility Fees** means fees and charges set out in Annexure D, subject to site allocation, occupancy and hire requirements, or otherwise as notified by OEM to the Stallholder from time to time.

Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (ii) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (jj) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Maroochydore, Queensland.
- (kk) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (ll) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (mm) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (nn) A reference in this Agreement to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
- (oo) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (pp) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (qq) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (rr) A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.
- (ss) A reference to the word 'include' or 'including' is to be construed without limitation.
- (tt) A reference to this Agreement includes the agreement recorded in this Agreement.
- (uu) Any schedules, annexures and attachments form part of this Agreement.

2. STALLHOLDER OBLIGATIONS

Condition Precedent

- (a) Prior to the Stallholder being permitted to attend the Market on a routine basis, the Stallholder must:
 - (i) complete and submit an Application Form;

- (ii) execute this Agreement and provide a signed copy to OEM;
 - (iii) attend the Market and complete its Trial within 14 days of notice from OEM that its Application Form has been accepted.
- (b) The Stallholder acknowledges and agrees that by submitting the Application Form (whether or not such application is approved), or by renewing its occupancy of a Stall at a Market (whether on a weekly or monthly basis), that it has read and understood and agrees to comply with OEM's website terms and conditions (if applicable), this Agreement and the Ancillary Documents.
 - (c) The Stallholder acknowledges and agrees that it has been provided with a copy of, or provided with access to, the aforementioned website terms and conditions (if applicable) and Ancillary Documents prior to its application to be a Stallholder.

2.2 Trial

- (a) Within 14 days of OEM notifying the Stallholder that its Application Form has been accepted, the Stallholder must attend the Market for a Trial.
- (b) OEM will use the Trial to assess the Stallholder's suitability to become an ongoing stallholder at the Markets.
- (c) If OEM is not satisfied with the Stallholder, the Approved Products or any other aspect of the Stallholder's Trial (at OEM's sole discretion) OEM may give written notice to the Stallholder advising that OEM will not enter into this Agreement and no Stall will be made available to the Stallholder.
- (d) If OEM is satisfied with the Stallholder, the Approved Products and any other aspect of the Stallholder's Trial (at OEM's sole discretion), OEM will countersign this Agreement and provide a copy of the same to the Stallholder. Thereafter, the Stallholder may attend the Markets as a stallholder pursuant to the terms and conditions of this Agreement.

Conduct

The Stallholder must:

- (e) comply with the terms of this Agreement at all times;
- (f) complete the Application Form, honestly and in good faith and accurately provide all the information requested by OEM;
- (g) comply with the Operating Standard, Policies and Procedures and Market Rules at all times;
- (h) notify OEM immediately, if there are any changes to any details on the Application Form in particular, any changes to business name, trading name or contact details;
- (i) enter into the Market at its own risk;
- (j) take full responsibility for any minors or persons in your care that may be accompanying the Stallholder at the Markets;
- (k) immediately inform OEM of any incidents or accidents at the site office or via 0427 993 703;
- (l) uphold the OEM ethos of "make it, bake it, sew it, grow it" for the benefit of the Market and community and operate a high-quality artisan market stall selling products and services which are aligned to OEM's Objectives;
- (m) sell only the Approved Products;
- (n) attend the Market and have the stall open for trade during the Trading Hours on the Trading Days;
- (o) follow all reasonable directions given by OEM;
- (p) use the Site only for the Permitted Use;

- (q) operate only within the dimensions of the Site and not have Stallholder's Property outside the Site boundaries;
- (r) pay the Fees when due;
- (s) obtain approval from OEM in writing, prior to the display of any advertising, signs or other material in the Markets;
- (t) comply with any reasonable request by OEM to improve the Site for the purpose of upholding OEM's minimum standards;

Prohibitions

The Stallholder must not:

- (u) engage in conduct that is offensive or of nuisance to other stallholders, OEM or the public;
- (v) leave their Site in an untidy state;
- (w) dispose of waste in the general waste streams for market visitors;
- (x) wear offensive or inappropriate clothing, as defined at the sole discretion of OEM;
- (y) ride bikes, skateboards, roller blades or scooters within the Market;
- (z) permit animals to enter upon the Land and the Market (excluding assistance dogs or other animals as agreed by OEM or as otherwise permitted under this Agreement);
- (aa) distribute hand bills or other advertising materials;
- (bb) solicit unauthorised products or business;
- (cc) attempt to sell any product or service unless otherwise authorised by OEM;
- (dd) attempt to sell counterfeit goods, illegal, prohibited or unauthorised goods, including weapons, knives and swords, martial arts items and display pieces, any guns, replica guns or toy guns, and pornography;
- (ee) smoke at the Market in any of the designated non-smoking areas;
- (ff) bring illicit substances, or hazardous chemicals into the Market including alcohol for the purpose of consumption or sale, tobacco, nicotine or tobacco related products for sale, or medications for sale or otherwise;
- (gg) light a fire or naked flame within any area of the Market;
- (hh) move a vehicle within the Market other than in accordance with the Market Rules;
- (ii) dispose of any liquids or waste items into drains, gardens, rubbish bins or other non- approved areas of the site;
- (jj) park vehicles, including forklifts in the designated food court trading area or behind dine in food Stalls, in a fruit and vegetable Stall area, on a designated corner Stall area, or in any non-approved parking area;
- (kk) connect any electrical item that is not tested or tagged in accordance with AS/NSZ 3760 In-service safety inspection of electrical equipment, and is not approved for use by OEM;
- (ll) attach any ropes, chains, sticky tape, signage or other to any structure; and
- (mm) use or remove equipment that does not belong to the Stallholder.

OEM Ethos and Sustainability

- (nn) The Stallholder acknowledges that it is expressly prohibited from selling any products or services or engaging in any conduct which is not aligned with OEM Objectives and the OEM ethos of "make it, bake it, sew it, grow it".
- (oo) The Stallholder agrees that OEM may inspect or verify the raw materials, supply chain, manufacturing methods, staff and all things relating to the production of the products and services offered by the Stallholder, on site or at the Stallholder's

workshop or place of production, upon reasonable notice and at times convenient to the Stallholder, in order to verify the details provided by the Stallholder in the Application Form are correct and to confirm the Stallholder is selling products or services which comply with the OEM's Objectives and the OEM ethos of "make it bake it, sew it, grow it".

- (pp) The Stallholder must:
 - (i) use only compostable packaging materials for the purpose of food service, carrying or packing of goods. Plastic straws are not permitted within the Market.
 - (ii) allow OEM to undertake packaging audits, at any time without prior notice to the Stallholder.

Compliance with Laws

- (qq) The Stallholder must have all permits, licenses and registrations required by law and provide a copy of all such current licenses and registrations to OEM, which must be publicly displayed on the Stall.
- (rr) Food stallholders must comply with all Federal, State and Local Government Food Acts and all Federal, State and Local Government legislation dealing with food safety and Workplace Occupational Health & Safety.
- (ss) The Stallholder is responsible for ensuring they are aware of the applicable laws and regulations regarding the sale of their products or services and must comply with all such laws and regulations at all times.
- (tt) The Stallholder must ensure that all electrical and gas equipment is regularly maintained and has current testing tags attached as required by law.
- (uu) The Stallholder must adhere to all Federal, State and Local Health restrictions and directions, including those relating to COVID-19 and any other pandemic, infectious disease etc.

3. MARKETS AND SITE

Site Allocation

- (a) OEM will designate, at its sole discretion, a Site to the Stallholder.
- (b) OEM agrees to permit the Stallholder to use a Site in return for payment of the Site Fee, without any obligation from OEM, to the regularity of that site allocation.
- (c) OEM will provide the Stallholder with confirmation of the Site dimensions upon allocation of the Site.
- (d) OEM may, at its sole discretion, change the Site allocated to the Stallholder, from time to time, without prior notice.
- (e) The Stallholder will request any site changes on the OEM website in the stallholder account area. OEM will consider and advise if such changes can be accommodated.
- (f) For Stallholders occupying permanent structures (Railway building and food court and any other structure designated as a permanent food stall):
 - (i) any repairs, maintenance requirements or building reconfigurations must be notified to and facilitated through OEM management;
 - (ii) the Stallholder is not permitted to make any alterations to the Site without the prior written consent of OEM, which may be granted in OEM's sole discretion and subject to any conditions which OEM requires;
 - (iii) an access key to the business premises must be made available to be housed in the OEM key register. No lock changing or additional key cutting is permitted unless approved by OEM management.

Exclusivity

The Stallholder expressly acknowledges and agrees that it does not have any rights of exclusivity in relation to products or services. The Stallholder acknowledges OEM may permit other stallholders to sell similar goods or offer similar services.

No Warranty of Suitability

- (g) OEM gives no warranty (either present or future) as to the suitability or adequacy of the Stall or the Market or the use to which the Stall may be put. The Stallholder shall be deemed to have accepted this Agreement with full knowledge of and subject to all other legal and other prohibitions or restrictions on the use of the Stall from time to time under or pursuant to any statute.
- (h) The Stallholder shall at its cost and with the consent of OEM obtain, maintain and comply with all consents, approvals and licenses from and all other requirements of the local and all other relevant governmental authorities that may from time to time be necessary or appropriate for the Permitted Use and the conduct of the business of the Stallholder in the Stall, but not so as to affect any other lawful use of the Market. The Stallholder shall not permit any such consent, approval or licence once given to lapse or be revoked.

Refusal of Entry

- (i) OEM reserves the right to refuse admission to any person, or to require any person already on the land or within the Market to leave the land and the Market, for any reason and at any time in OEM's sole discretion.
- (j) OEM may refuse admission to a Stallholder or require a Stallholder on the land or within the Market to leave the land and the Market at any time where the Stallholder is in breach of the covenants and obligations of the Stallholder under this Agreement.

Rules and Operating Standards

- (k) OEM may by written notice to Stallholders make (and subsequently alter) any Market Rules and/or Operating Standards that OEM may reasonably require for the safety, pedestrian and traffic management, good order, difference and operation of the Markets.
- (l) Stallholders must comply with the Market Rules and Operating Standards, as varied from time to time.
- (m) The Market Rules and Operating Standards apply to all Stallholders and their employees. Compliance with the Market Rules and Operating Standards is an essential condition of OEM's approval for Stallholders or continue to trade at the Markets.

4. MARKET ATTENDANCE

Bookings and Cancellations

- (a) All bookings must be received no later than 9.00 am the day prior to the relevant Market. Bookings are made directly by text to the OEM administrative team. Site placement is dependent on availability.
- (b) Non-attendance and cancellation for any reason, including Leave, must be made only via text message only to the office mobile 0427 993 703. Cancellations of bookings must be received by 9.00 am Friday for Saturday Markets and by 9.00 am Tuesday for Wednesday Markets.
- (c) If notice is not provided in accordance with clause 4.1(b), the full Site Fee and Hire Fee will be payable.

Leave Provisions

- (d) Leave time refers to all absences for whatever reason, from the Market including holidays, sickness, emergencies, etc.

- (e) The Stallholder's Leave entitlement is a maximum of four (4) Wednesdays and four (4) Saturdays per financial year, or as otherwise varied by OEM at its sole discretion.
- (f) Special circumstance Leave can be applied for online via the Stallholder login page and is subject to the approval of the Market Operations Manager. Special circumstances Leave must be applied for in advance.
- (g) For periods of Leave, Stallholders may choose either, not to operate their Stall or to nominate a Relief Stallholder. If the Stallholder elects to nominate a Relief Stallholder, the Relief Stallholders must be approved by OEM and details of the Relief Stallholder must be notified to OEM in advance of the first Market which the Relief Stallholder is to attend. The Relief Stallholder must comply with the terms of this Agreement and the Stallholder is liable for any breaches of this Agreement by the Relief Stallholder.
- (h) OEM may, at its sole discretion, advise the Stallholder that the Relief Stallholder is not permitted to operate the Stall.

Absent

- (i) Absence without notice for two consecutive Markets will be considered a material breach of this Agreement.
- (j) If the Stallholder is absent for more than two consecutive Markets or is absent from the Market in excess of the Leave entitlement set out in clause 4.2, without prior written approval of OEM, OEM has the right to, at its sole discretion:
 - (i) terminate this Agreement, on provision of 30 days' written notice to the Stallholder;
 - (ii) reallocate the Stall allocated to the Stallholder;
 - (iii) downgrade the Stallholder to the 'Green Ribbon – Trade Occasionally' fee structure category if applicable.

Weather

- (k) All Stallholders who have booked and paid for a Stall should attend the Markets, regardless of the weather. Stallholders are encouraged to bring wet weather attire and suitable weather equipment for their Stall and expect that the Markets will operate. There are no refunds (including for pre-paid Stalls or Stall accessories) in the case of adverse weather or if the weather deteriorates during the day. OEM is not liable for any damage or loss that may result from a Stallholder's decision to trade in adverse weather and the Stallholder is responsible for compliance with safety requirements within the Ancillary Documents.
- (l) OEM may in its sole discretion decide to cancel or suspend a Market due to adverse weather conditions. OEM will not be held responsible and will not be liable for any damage or loss that may result from OEM's decision to cancel or suspend a Market due to adverse weather conditions.
- (m) OEM will communicate any market closure days by way of the OEM Stallholder Facebook page and a text notification to the Stallholder's contact number set out in the Schedule.
- (n) Where OEM cancels a Market, no Site Fee or Hire Fee will be charged for that Market. Stallholders allocated a Site within permanent structures ie. Railway Building and Food Court will still be liable for all Utility Fees.

5. INSURANCE AND INDEMNITY

Insurance

The Stallholder must have (in the name of the Stallholder):

- (a) public liability insurance for \$10M - which must note OEM as an interested party;
- (b) product liability insurance for \$10M - which must note OEM as an interested party;

- (c) WorkCover insurance, evidence of which must be provided to OEM:
- (d) prior to Commencement, annually when renewed,
- (e) or upon request by OEM.

Limits of OEM's Liability

- (f) OEM (and its officers, employees, agents and contractors) are not liable for anything they may do or omit to do or for any loss or damage to any vehicle, property or goods, or death or injury to any person however caused.
- (g) Any covenant, warranty or obligation of OEM which is implied by legislation or the common law is excluded, unless it cannot lawfully be excluded. To the extent that OEM cannot exclude the operation of any covenant, warranty or obligation which is implied by legislation or the common law, OEM will be liable only for any loss or damage to any vehicle, property, goods or death or injury to any person to the extent that OEM has breached that implied covenant, warranty or obligation, but is then liable only for the loss or damage directly caused or contributed to by OEM

Stallholder's Risk

The Stall, the Stallholder's Property and the exercise of any right by the Stallholder under this Agreement are at the sole risk of the Stallholder.

Stallholder's Indemnity

The Stallholder releases and indemnifies OEM against any Claim arising from any:

- (h) loss, damage, death or injury to any property or person in or about the Market caused or contributed to by the Stallholder or any use of occupation of the Stall by the Stallholder;
- (i) neglect or default of the Stallholder; or
- (j) any combination of those things.

6. EMERGENCY COMPLIANCE

- (a) The Stallholders must comply with OEM's Emergency Evacuation Plan, as published on the OEM website and provided to the Stallholder with the other Ancillary Documents.
- (b) The Stallholders must participate in any fire drills or emergency practice procedures as directed by OEM, from time to time.

7. STALLHOLDER AND REPRESENTATIVES

- (a) The Stallholder must ensure they provide a copy of this Agreement to any person operating their Stall and must ensure that such persons comply with the terms of this Agreement. The Stallholder is responsible for all actions or omissions of the Stallholder or the Stallholder's representatives.

8. INTELLECTUAL PROPERTY

- (a) The Stallholder undertakes to abide by this Agreement and cooperate with OEM, at all times to ensure the intellectual property and goodwill is preserved when dealing with customers, clients, suppliers, other stallholders.
- (b) The Stallholder must obtain the prior written consent of OEM to use any OEM branding (including any reference to the OEM) or the business name "The Original Eumundi Markets" in connection with the Stallholder's business.
- (c) The Stallholder acknowledges that OEM brand integrity is fundamental to the success of the OEM and undertakes to uphold OEM brand integrity at all times.

9. SALE OF BUSINESS

- (a) The Stallholder must not assign, whether in whole or part, the benefit or any rights or obligations under this Agreement.
- (b) If the Stallholder wishes to dispose of its business, the proposed purchaser/transferee/assignee, must apply to become a stallholder in accordance with the process set out in clause 2.1 and 2.2 of this Agreement.
- (c) The Stallholder acknowledges that, OEM retains the absolute right to allocate Stall Sites at their sole discretion and that the Stallholder's currently allocated Stall, may not be allocated to its purchaser/transferee/assignee.
- (d) The Stallholder is responsible for the costs incurred by OEM in relation to requests associated with this clause 9, including but not limited to administration fees and legal costs.
- (e) The Stallholder must ensure that any incoming party is made aware of this process as a condition to the sale of their business.

10. FEES

- (a) OEM may, upon fourteen (14) days' written notice to the Stallholder, change the Site Fee.
- (b) Site Fees are:
 - (i) for all Stallholder's other than those referred to in clause 10(b)(ii), payable monthly, in advance, such payment is to be made with Cleared Funds by the close of business on the last business day, one month prior to the period for which it is applicable;
 - (ii) for Stallholder's allocated Sites within permanent structures ie. Railway Building and Food Court, payable on a weekly basis; and
 - (iii) due prior to attendance at the Market.
- (c) A late fee of \$20.00, per occurrence, will apply on all payments made after Market commencement.
- (d) If the Stallholder pay the Site Fee in accordance with clause 10(b), OEM will apply a discount of 10% to the applicable Site Fee.
- (e) Utility Fees are:
 - (i) for all Stallholder's other than those referred to in clause 10(e)(ii), charged per Market and payable at the same time and in the same manner as the Site Fee; and
 - (ii) for Stallholder's allocated Sites within permanent structures ie. Railway Building and Food Court, payable on a weekly basis, at the same time and in the same manner as the Site Fee.
- (f) An Administration Fee is payable on any and each occasion that:
 - (i) a payment by the Stallholder is not honoured by the Stallholder's bank or is late; and/or
 - (ii) OEM, in its absolute discretion, declares the Site to be unclean, which necessitates OEM incurring fees for cleaning.

11. MEDIA

- (a) OEM regularly reproduces, publishes and distributes photographs, recordings and images in a range of media including on social media sites, websites, other

publications, and promotional and marketing material in order to promote OEM and the Sunshine Coast region.

- (b) By signing this Agreement, Stallholders consent to OEM, and others authorised by OEM, to use its name, likeness, digital images, films, video images, photographs, graphical representation, voice and sound recordings ('Material') in any media, for an unlimited period without remuneration and agree to hold OEM, and those persons/entities nominated by OEM, harmless against any claims arising from the use of the Material as contemplated under this clause 11.
- (c) The Stallholder acknowledges that OEM does not control all photographs, recordings and media at the Markets and that OEM is not responsible for members of the public or other stallholders that may capture photograph, recordings, or footage of the Stallholder, the Stallholder's staff or the Stall.
- (d) The Market Operations Manager or OEM Board Director are the only authorised person to speak to media in relation to any Market related issues.

12. GIFT VOUCHER

- (a) The Stallholder must accept all valid OEM gift or promotional vouchers as payment for products, goods and services.
- (b) Valid vouchers must be dated and signed by OEM management.

13. DEFAULT AND TERMINATION

Notice to Terminate – Without Default

Either party may terminate this Agreement by giving the other party 30 day's written notice expiring on any date.

Stallholder Default

- (a) If the Stallholder breaches this Agreement, OEM will give the Stallholder notice requiring the Stallholder to remedy the breach within seven (7) days.
- (b) If the breach is not remedied within the time stated in the notice, pursuant to clause 13.2(a), OEM may issue a notice advising the Stallholder of OEM's intention to terminate this Agreement within a further seven (7) days.
- (c) If the breach is not remedied within the time stated in the notice, pursuant to clause 13.2(b), OEM may terminate this Agreement by way of written notice to the Stallholder, which will result in the loss of the Site allocation to the Stallholder and ability to trade at the Market.
- (d) Where the Stallholder commits a Material Breach of this Agreement, OEM may terminate this Agreement effective immediately and collect the Administration Fee in addition to any amount outstanding. Clauses 13.2(b) and 13.2(c) shall not apply to a Material Breach.
- (e) A Material Breach is any of the following:
 - (i) failure to pay Fees, or any other moneys payable under this Agreement, for more than seven (7) days past the due date;
 - (ii) absence without notice for two consecutive Markets;
 - (iii) failure to comply with the Market Rules and/or Operating Standards.

14. TERM

- (a) This Agreement starts on the Commencement Date and ends on the Expiry Date, unless otherwise terminated under the terms of this Agreement.
- (b) Prior to the Expiry Date, OEM may offer the Stallholder the opportunity to enter into a new stallholder agreement on such terms which are satisfactory to OEM at its sole discretion.

- (c) The parties will use best endeavours to enter into any new stallholder agreement prior to the Expiry Date.

15. DISPUTES AND COMPLAINTS

Disputes and complaints received from stallholders or attendees are to be replied to acknowledging receipt within 7 working days.

Investigation of dispute and complaint is to occur within 21 days of receipt and responded to.

16. PRIVACY

Each party will ensure that its dealings with Personal Information acquired from the other party in connection with this Agreement:

- (a) conform with its statutory obligations under the Privacy Laws; and
- (b) to the extent that different Privacy Laws apply to each Party, conform with the statutory obligations applicable to the other party as if they were binding upon it.

17. CONFIDENTIALITY

Maintenance of confidential information

Each party agrees to keep confidential the terms of this Agreement and the contents of all negotiations leading to its preparation, and will not disclose or discuss any of that information without the prior written approval of the other party, except in the following circumstances:

- (a) as specifically contemplated by this Agreement.
- (b) to the extent required by law.
- (c) to the extent the information is included in an announcement by a party to this agreement to the Australian Stock Exchange.
- (d) to the extent required by that party's financiers or intended financiers in relation to the provision of finance for completion of the transactions contemplated by this Agreement.
- (e) to the extent required to instruct the party's professional advisers in relation to the preparation and performance of this Agreement.

Return of Confidential Information

The parties must upon termination of this Agreement return to the other party any documents in its possession, power or control containing Confidential Information relating to the other party.

18. NOTICES

Giving notices

Unless otherwise provided for in this Agreement, any notice or communication given to a party under this Agreement is only given if it is in writing and sent, delivered, posted or emailed to that party at its address or email address set out in the Schedule.

Time notice is given

Any notice or communication is to be treated as given at the following time:

- (a) If it is delivered, when it is left at the relevant address.

- (a) If it is sent by post, five (or, in the case of a notice or communication posted to another country, nine) business days after it is posted.
- (b) If it is sent by email, as soon as the sender receives a report of an error free transmission to the correct fax number or email address.

However, if any notice or communication is given, on a day that is not a business day or after 5pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

19. GENERAL

Costs

Each party will bear its own costs in relation to this Agreement.

Waiver

A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under this Agreement, does not result in a waiver of that right, power, authority, discretion or remedy and a party is not entitled to rely on such delay as constituting a waiver of that right, power, authority, discretion or remedy.

Further Assurance

All parties must do all things reasonably necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

Severability

Each provision of this Agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this Agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Governing law and jurisdiction

This Agreement is governed by the law of Queensland. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

VERSION CONTROL		
Approved for Use:	OEM Board	June 2022
Next Review Date:		June 2023

SIGNED AS AN AGREEMENT

AGREEMENT datedof..... 2022

[for individual]

EXECUTED by **[insert STALLHOLDER]**

Print Name

Witness Name

Signature

Witness Signature

DATED:_____

[for company]

EXECUTED by **[insert STALLHOLDER]**)
in accordance with s.127 of the)
Corporations Law and in the presence of:

Signature of Director/Sole Director

Signature of Director/Secretary

Name of Director/Sole Director

Name of Director/Secretary

DATED:_____

EXECUTED by **ORIGINAL EUMUNDI**)
MARKETS LTD ACN 147 086 468in)
accordance with s.127 of the Corporations
Law and in the presence of:

Name of Market Operations Manager

Signature of Market Operations Manager

DATED:_____

SCHEDULE 1

ITEM 1	OEM	Original Eumundi Markets Ltd ACN 147 086 468
	Address	80 Memorial Drive, Eumundi QLD 4562
	Email Address	manager@eumundimarkets.com.au
	Website Address	www.eumundimarkets.com.au
	Mobile Phone Number	0427 993 703
ITEM 2	STALLHOLDER	<i>[insert the legal entity that owns the relevant business – for a company include ACN]</i>
	Trading Name	<i>[insert the trading name/business name of your business]</i>
	ABN	
	Designated Representative	
	Business Address	
	Home Address	
	Email Address	
	Website Address	
	Mobile Phone Number	
ITEM 3	Trading Days	<input type="checkbox"/> Wednesday <input type="checkbox"/> Saturday <input type="checkbox"/> Wednesday and Saturday
ITEM 4	Stallholder Level	<input type="checkbox"/> Blue <input type="checkbox"/> Red <input type="checkbox"/> Green
ITEM 5	Approved Products	
ITEM	Commencement Date	

ANNEXURE A – ANCILLIARY DOCUMENTS

1. Annexure A – Ancillary Documents
2. Annexure B – OEM Objectives
3. Annexure C - Market Rules
4. Annexure D - Fees and Structure Specification
5. OEM Welcome Pack
6. Food Vendor Requirements
7. Policies and Procedures:
 - (a) Corporate Social Responsibility Policy
 - (b) Sustainability Policy
 - (c) OEM Values and Code of Conduct
 - (d) Allied Health and Therapeutic Policy for Stallholders
 - (e) Regional Beverage and Water Sales Policy
 - (f) Food Handling Policy
 - (g) OEM Electrical Safety Policy for Stallholders
8. OEM Emergency Evacuation Plan

ANNEXURE B – OEM OBJECTIVES

OEM is established to serve its objectives, as detailed in Section 3 of the OEM Constitution which are to:

- ensure the effective, profitable operation of the Original Eumundi Markets;
- maintain, develop and promote the Original Eumundi Markets brand;
- maintain, develop and nurture the Original Eumundi Markets as a hub to retain, sustain and develop original creative talent;
- maintain, develop and improve the Original Eumundi Markets experience for all visitors;
- maintain and protect, financially and otherwise, the historical significance and community ethos of the Original Eumundi Markets;
- foster and maintain, financially and otherwise, an atmosphere of consideration, co-operation and mutually beneficial co-existence between the Markets and the mainstream Eumundi business community;
- support financially or otherwise, organisations, activities and projects which provide a public benefit to the community of the township of Eumundi and its surrounding district including, without limitation, those of a cultural or historic nature.

ANNEXURE C – MARKET RULES

The Stallholder must comply with the following Rules for the Markets:

- i. Stalls must be fully set-up and vehicles removed from market grounds 30 minutes prior to trade – that is by 7:30am on Wednesday and 6:30am on Saturday.
- ii. Stall pack-up is not permitted prior to the end of trade which is 2pm. No vehicles are to enter market grounds until 2.15pm on each market day or as directed by OEM grounds staff.
- iii. When driving vehicles within the OEM grounds, use hazard lights at all times and observe a speed limit of five (5) kph
- iv. Stalls must be set up for commencement of trade as per Trading Hours.
- v. Stallholders are not permitted to display a 'Sold Out' sign or leave their Site until the end of Trading Hours, in the event the Stallholder 'sells out' on any trading day.
- vi. Stallholders must uphold acceptable dress codes and codes of conduct as advised, from time to time, by OEM or as published on the OEM website.
- vii. Stallholders must ensure that the Site is always attended, supervised and presented in a clean and professional manner and the Stallholder's Property is contained within the Site.
- viii. Stallholders must adhere to, and comply with, Australian regulations including weights and measures, labelling, and pricing standards as stipulated by Product Safety Australia or any other Australian Government Department.
- ix. Radios are not permitted during Trading Hours .
- x. Stallholders to bring own chairs, tables and sandbags.
- xi. Stallholders must ensure the safety of equipment with relevant tie down measures in place.
- xii. Stallholders must present themselves, their site and OEM in a professional, safe and courteous manner and not engage in behaviour that, in the opinion of OEM, at its sole discretion, brings the reputation of OEM or the markets into disrepute.
- xiii. Stallholders must not engage in conduct that is offensive or of nuisance to other stallholders, OEM or the public.
- xiv. Stallholders must leave their Site in a clean and tidy state removing all waste and rubbish from the Site. Stallholders are required to dispose of waste in the skip bins provided and NOT in the general waste streams for market visitors.
- xv. Stallholders must be conversant and comply with, any occupational workplace health and safety (WH&S) regulations or legislation and planning requirements relevant to the operation of their business at the Site and ensure that their employees or contractors are aware of such regulations and legislation. WH&S Policies are available from OEM for the purpose of Stallholder familiarisation.
- xvi. Stallholders must declare any WH&S incidents which occur on the Site to OEM immediately.

ANNEXURE D – FEES AND STRUCTURES SPECIFICATION

CLASSIFICATION	BENEFITS
BLUE RIBBON Trade Every Wed & Sat	<ul style="list-style-type: none"> • Blue Ribbon Site Fees • Priority Placement Consideration • Media Opportunities • Invitation to special events and training sessions • Listing on OEM website • Invitation to the OEM Stallholder Facebook page • Eligible Stallholders can purchase branded water and ice at discounted rate at office • 1 blog annually • Support of OEM photographer • 1 social story or reel annually • 1 social post annually • Stallholder Story Signage • Support with media releases and product launches • OEM Stallholder Disc • Use of OEM branding as approved on their assets • Access to stallholder comfort amenities
RED RIBBON Trade Every Wed OR Sat	<ul style="list-style-type: none"> • Red Ribbon Site Fees • Priority Placement Consideration • Media Opportunities • Invitation to special events and training sessions • Listing on OEM website • Invitation to the OEM Stallholder Facebook page • Eligible Stallholders can purchase branded water and ice at discounted rate at office • Support of OEM photographer • 1 social post annually • Support with media releases and product launches • OEM Stallholder Disc • Use of OEM branding as approved on their assets • Access to stallholder comfort amenities
GREEN RIBBON Trade Occasionally	<ul style="list-style-type: none"> • Eligible Stallholders can purchase branded water and ice at discounted rate at office • Access to stallholder comfort amenities

- Green Ribbon Stallholder can request move to Red Ribbon or Blue Ribbon after attendance at four markets within a four week period
- Blue Ribbon and Red Ribbon Stallholders move to Green Ribbon Stallholder status should they exceed their leave days (special circumstance leave is not counted in the away days). After attendance at four markets within a four week period, Green Ribbon Stallholder can request to move to Red Ribbon or Blue Ribbon.

Item	Item Name	Price (inc. GST) BLUE and RED Ribbons Stallholders	Price (inc. GST) GREEN Ribbon Stallholders
Marquee Hire	2.4 x 2.4	\$20.00	\$25.00
Marquee Hire	3 x 3	\$35.00	\$43.75
Large Marquee Hire	4.5 x 3	\$40.00	\$50.00
XLarge Marquee Hire	6 x 3	\$45.00	\$56.25
OEM Water	24x Water Carton	\$15.00	\$15.00
OEM Water	24x Water Carton - CARD OF SIX	\$85.00	\$85.00
Ice Sales	Ice Sales - CARD OF EIGHT	\$32.00	\$32.00
SITE 2.4 X 2.4	SITE OEM: 2.4 X 2.4	\$42.00	\$52.50
SITE 3 X 3	SITE OEM: 3 X 3	\$60.00	\$75.00
SITE 3 X 3 CNR	SITE OEM: 3 X 3 CNR	\$70.00	\$87.50
SITE 4.5 X 3	SITE OEM: 4.5 X 3	\$90.00	\$112.50
SITE 4.5 X 3 CNR	SITE OEM: 4.5 X 3 CNR	\$100.00	\$125.00
SITE 6 X 3	SITE OEM: 6 X 3	\$120.00	\$156.25
SITE 6 X 3 CNR	SITE OEM: 6 X 3 CNR	\$130.00	\$162.50
SITE COLD BEVERAGE	SITE COLD BEVERAGE 3X3	\$90.00	\$112.50
SITE FOOD 3 X 3	SITE FOOD 3 X 3	\$125.00	\$156.25
SITE FOOD 4.5 X 3	SITE FOOD 4.5 X 3	\$165.00	\$206.25
Storage & Setup Tent	Storage & Setup of Tent Per Week NOTE: Only available for Blue	\$20.00	
Utility Charges			
Utility	General Utility	\$5.50	\$5.50
Utility	General Utility - Food and Beverage Sites	\$10.00	\$10.00

NOTE:

Permanent Structure Stallholders (Railway Building and Food Court) Fees Differ from this table.