

#### MEMORANDUM OF UNDERSTANDING

**Between:** Original Eumundi Markets Ltd (hereafter known as OEM Ltd)

And: (hereafter known as The Musician)

# Article 1 Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clarity as to what is expected of the OEM Ltd. as leaseholders of the Eumundi Markets/ Eumundi Amphitheatre and the musicians, performers and entertainment providers who are engaged by the OEM Ltd. to perform at the Original Eumundi Markets Ltd.

## **Article 2** Conditions and Arrangements

The parties to this MOU agree to the following stipulations:

#### **OEM** undertakes to provide:

- A safe and Secure environment for our musicians, performers and entertainment providers
- Access to power and water
- First aid equipment and supervision
- Infrastructure as requested and available on hand at no additional cost to OEM
  Ltd. such as pop-up tents, trestle tables, chairs and power leads
- Marketing and advertisement as we choose which may include program or calendar of events on the OEM Ltd. website, social media marketing

## The Musician hereby undertakes to:

- Arrival to the OEM with enough time needed to commence performing at 8.30am.
- Performance to cease no earlier than 1.30pm
- Parking offsite is at the musicians/entertainers expense
- Breaks are permitted during the timeframe stipulated above but the OEM would expect these to be minimal and an expected performance time of approximately three and a half to four hours
- Must play music through speakers during breaks
- Musician must have their own Public Liability insurance to minimum 10 million cover
- To ensure that all members, associated volunteers and contractors of the Musician behave and dress in an appropriate manner, suitable for markets visitors, families and children
- Abide by all OEM Ltd requests regarding appropriate acts for the market in consideration of market visitors, families, and children

- Not to undertake any activities that may degrade the OEM Ltd brand or be considered inappropriate or offensive for market visitors, families and children.
- Not misrepresent or distort the OEM Ltd or OEM Ltd brand in any way.
- Operate within the stipulated times for bump-in, set up, operation and bump out of the event as agreed
- Adhere to OEM Ltd policies and procedures with relation public safety and ensure familiarity and understanding regarding OEM Ltd's evacuation plan. (annexed hereto as Annexure A)
- Use the OEM Ltd logo for all marketing collateral with approval
- Nominate a representative that may be used as a contact for OEM Ltd
- Where required supply OEM with an invoice noting current ABN and banking details. Send to <u>accounts@eumundimarkets.com.au</u>
   Please be advised OEM Ltd pays creditors on a fortnightly basis.

Article 3	This MOU encompasses participation by both parties for performances throughout
	2022.

Signed for ar	nd on behalf of both parties on this	day of	2022
Signed by	Operations Manager OEM		
Signed by	The Musician / Representative		
Signed by	Witness		

