



## FOOD 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 4<sup>th</sup>, 11<sup>th</sup>, 18<sup>th</sup> and 25<sup>th</sup> January 2018. The Nightjar In The City (Geelong) operates every Friday in February – Friday 2<sup>nd</sup>, 9<sup>th</sup>, 16<sup>th</sup> and 23<sup>rd</sup> 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. The Nightjar In The City (Geelong) is located at Johnstone Park in Geelong, Victoria. Johnstone Park is bounded by Railway Terrace, Gheringhap Street, Little Malop Street, Fenwick Street, and Mercer Street.

**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. Vehicle slips with compliance numbers will be issued after online induction. If space permits (depending on your site allocation) Stallholders are permitted to park a cool room, trailer or vehicle back of house behind your stall. The Nightjar Team will advise if space permits on notification of your site allocation no later than 4 weeks prior to the festival. All vehicles remaining onsite MUST be parked back of house by no later than 3:00pm. All other vehicles MUST be off site by 3:00pm. 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:** The Nightjar has various sized sites available for Stallholders, including SINGLE 3m BY 3m, LARGE 4m 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) 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.

**9) SHELTER:** All sites are in an open-air environment and Stallholders MUST provide your own shelter (food truck/van/marquee). 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.

**10) 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.

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

**12) POWER & LIGHTING:** Stallholders have been allocated a LOW or High-powered site based on the power you list in your application. All site power allocations are final and are non-negotiable. Stallholders need to provide your own stall lighting. Please only bring lighting that fits within your allocated power limits. Solar lighting is great! Any LOW power Stallholder whose power usage exceeds the allocated limit will be invoiced for the applicable HIGH-power site.

**13) 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!

**14) APPROVED PRODUCTS &/OR GOODS:** A lot of thought, time and energy have 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](mailto:accounts@nightjarfestival.com.au) as soon as possible. To maintain the integrity of the Nightjar this will be strictly enforced onsite during the event.

**15) 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 any of the terms and conditions. NO refunds will be issued and all site fees paid will be forfeited.

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

**TO SECURE YOUR BOOKING PLEASE RETURN YOUR SIGNED CONTRACT VIA EMAIL [accounts@nightjarfestival.com.au](mailto:accounts@nightjarfestival.com.au)**

**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 30<sup>th</sup> September (Torquay) and 30<sup>th</sup> 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.

**18) SITE CANCELLATION POLICY:** 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: Nightjar Festival (Torquay) – Any cancellations made at least 8 weeks prior to the first night of the Torquay event (5<sup>th</sup> January 2017) will be eligible to receive a 50% refund. Refund requests for the Torquay event MUST be received in writing by 10<sup>th</sup> November 2016. The Nightjar In The City (Geelong) – Any cancellations made at least 8 weeks prior to the first night of the Geelong event (3<sup>rd</sup> February 2017) will be eligible to receive a 50% refund. Refund requests for the Geelong event MUST be received in writing by 10<sup>th</sup> 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](mailto:accounts@nightjarfestival.com.au) as early as possible. We appreciate your understanding.

**20) FESTIVAL CANCELLATION:** 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 Fee Council fee will be passed on for your 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](mailto: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. 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. All food stallholders MUST be registered with Streetrader to sell food &/or drinks at the Nightjar. Please email your Statement of Trade to: [accounts@nightjarfestival.com.au](mailto:accounts@nightjarfestival.com.au) by no later than the 30<sup>th</sup> October.

**26) GAS APPLIANCES:** Stallholders using gas appliances MUST familiarise yourself with Energy Safe Victoria's (ESV) current 'Code of Practice for Safe Use of LPGas at Public Events' supplied by the Nightjar Team. Stallholders using gas appliances MUST also apply for a Section 40 Permit with the CFA (no cost) to allow you to trade on a day of TOTAL FIRE BAN. Please lodge your application with the CFA via: [fire.restrictions@cfa.vic.gov.au](mailto:fire.restrictions@cfa.vic.gov.au) using the form supplied by the Nightjar. When you receive your SECTION 40 permit approval, please email a copy to: [accounts@nightjarfestival.com.au](mailto:accounts@nightjarfestival.com.au) by no later than Friday 30<sup>th</sup> October.

**27) ALCOHOL STALLS:** Stallholders who have been approved to sell alcohol are required to provide a copy of your Liquor License. Your Liquor License MUST be valid for ALL date/s you are trading at the Nightjar Festival. When you receive your approved Liquor License, please email a copy to: [accounts@nightjarfestival.com.au](mailto:accounts@nightjarfestival.com.au) by no later than Monday 30<sup>th</sup> November.

**28) 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.

**29) 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 the Nightjar reduce our footprint!

**30) 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.

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#### **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:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_