



## Interpretation

In this Agreement:

- (a) any use of the verb 'includes', or of words such as 'for example' or 'such as', do not limit anything else that is included in general speech;
- (b) any reference to words or terms in the singular form includes its plural form, and vice versa;
- (c) words denoting any gender include all genders;
- (d) clause and subclause headings are for reference purposes only;
- (e) reference to a person includes any other entity recognised by law and vice versa;
- (f) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (g) any reference to a party to this document includes its successors and permitted assigns;
- (h) any reference to any agreement or document includes that agreement or document as amended at any time;
- (i) the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression at any time includes reference to past, present and future time and the performance of any action from time to time;
- (k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (l) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (m) reference to an item is a reference to an item in the schedule to this document;
- (n) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
- (o) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment; and
- (p) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

## Definitions

**Agreement** means the Coffs Harbour City Council Agreement for Growers' Market Vendor Participation and includes all Schedules and Memorandums of Understanding.

**Authorised Representative** of Council means the Growers' Market Co-ordinator located within Council's Economic Development Unit or person otherwise appointed by Council to undertake this role.

**Biodynamic** means of or relating to a system of Organic crop cultivation.

**City Centre** means the Road Reserve area between Harbour Drive and Park Avenue Lane, and both sides of Harbour Drive's footpaths between Gordon Street and Grafton Street.

**Coffs Coast Region** means the regions within the Coffs Harbour, Bellingen and Nambucca Local Government Areas.

**Confidential Information** means information disclosed by or on behalf of a party that:

- (a) is by its nature confidential or by the circumstances in which it is disclosed confidential; or
- (b) is designated by the disclosing party as confidential or is identified in terms connoting its confidentiality,

but does not include information which is or becomes public knowledge other than by a breach of this Agreement.

**City Square** means the Road Reserve area located between Harbour Drive and Park Avenue Lane in Coffs Harbour.

**Council** means the Coffs Harbour City Council.

**Dispute** means a dispute arising out of or relating to this Agreement, including a dispute about the breach, termination, validity or subject matter of this Agreement, or a claim in equity or in tort relating to the performance or non-performance of this Agreement.

**Equipment** means any fixture, good, chattel, apparatus or instrument including, but not limited to: tents, back panels, tables, scales, shade cloths.

**Growers' Market** means the fresh Produce market as described in this Agreement.

**Insolvency Event** affecting a person means:

- (a) the person disposes of the whole or any substantial part of its assets, operations or business other than in the normal course of business (other than a voluntary liquidation for the purpose of amalgamation or reconstruction if the new company assumes all of the person's legal obligations);
- (b) any step taken to enter into any arrangement between the person and its creditors;
- (c) the person ceases to be able to pay its debts as they become due;
- (d) the person ceases to carry on business;
- (e) any step taken by a mortgagee to enter into possession or dispose of the whole or any part of the persons assets or business; or

- (f) any step taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any party of the person's assets or business; or in the case of Council
- (g) any declaration made and/or action taken in accordance with the provisions of the Local Government Act 1993, which results in Coffs Harbour City Council being declared non-functioning and/or placed under administration.

**Insurance** means the Public and Product Liability Insurance(s) to be held by the Vendor prior to and during the entire of their participation in the Growers' Market.

**Market Day** means the times and day on which the Growers' Market is held, as determined by Council in accordance with Schedule 2 of this Agreement.

**Market Stall** means the location as determined and allocated by Council's Authorised Representative, and as varied from time to time by that Authorised Representative, from which the Vendor is to locate their stall, stand, display and/or Produce for the purpose of the trial, sale or other distribution of that Produce at the Growers' Market on Market Day.

**Organic** means those farmers who do not use pesticides, herbicides, genetically modified foods, growth promoters or hormones. Organic meat, poultry, eggs, and dairy products come from animals that are given no antibiotics or growth hormones. The produce that is produced through Organic farming is at its most natural form. Certification from a recognised authority is required before promoting Produce as Organic.

**Parties** means the parties to this Agreement, that is Council and the Vendor.

**Person** means actual persons and legal persons, including a partnership, body corporate or corporation.

**Produce** means the agricultural product or produce grown, made or developed (including Value Added Items) in the Coffs Coast Region. Product or produce that is not indigenous to or available in the Coffs Coast region may also be considered as Produce for the purpose of this Agreement, subject to the prior consent of Council. Examples of Produce are provided in Schedule 1 of this Agreement.

**Seconds** means Produce below the first or highest sale quality, especially Produce containing visible flaws, damage or other impairment.

**Tent** means a clean, white and well maintained 3metre x 3 metre Robian brand or Quickshade brand tent.

**Valued Added Items** means Produce developed, derived or made from an agricultural product or produce grown, made or developed in the Coffs Coast Region. Council retains the sole right to determine whether a claimed Value Added Item has sufficiently close nexus to the originating product from the Coffs Coast Region for the purpose of trial, sale or other distribution at the Growers' Market.

**Vendor** means the legal or actual person(s) applying for approval or person(s) approved by Council to participate in the Growers' Market. This does not include persons engaged to assist the Vendor in the trial, sale or other distribution of the Produce at the Vendor's Growers' Market stall.

## THE PARTIES AGREE

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### 1. Benefits and Obligations

- 1.1 The parties acknowledge and agree that:
- (a) Council is the Manager of the Growers' Market and retains all controls over the operation and conduct of the Growers' Market; and
  - (b) this Agreement gives the Vendor no right to occupy City Square or any part of it except as provided for in this Agreement; and
  - (c) the Vendor has no rights or obligations in relation to the operation of the Growers' Market other than those rights and obligations as set out in this Agreement.
- 1.2 Subject to the compliance by the Vendor with the terms and conditions of this Agreement, Council grants to the Vendor the right to occupy a Market Stall in the Growers' Market on Market Day for the duration of the Agreement and on the terms and conditions as specified in this Agreement.
- 1.3 The Vendor agrees to comply with all terms and conditions of this Agreement and acknowledges that the failure of the Vendor to comply with the terms and conditions of this Agreement will entitle the Council to terminate this Agreement in accordance with clause 4 of this Agreement.
- 1.4 The Vendor agrees to attend and participate in every Growers' Market on each Market Day scheduled by the Council in accordance with Schedule 2 of this Agreement. Attendance and participation of the Vendor in the Growers' Market on each Market Day may be varied with the prior consent of Council's Authorised Representative.
- 1.5 The parties will work co-operatively to ensure that the benefits and opportunities contemplated in clause 1 are delivered and able to be fully exploited over the term of the Agreement.

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### 2. Participation in the Growers' Market

- 2.1. To ensure the sustainability of the Growers' Market for small-scale industry and to maintain diversity in Produce for the Coffs Harbour community, Council has introduced the following requirements on the Produce that can be trialled, sold or otherwise distributed at the Growers' Market:
- (a) Priority for participation in the Growers' Market will be given to Vendors located or operating within the Coffs Coast Region.
  - (b) No more than two (2) Vendors within the Growers' Market are permitted to sell the same Produce at the Growers' Market. Subject to product demand, Council retains the right to permit the sale of produce by more than two vendors.
  - (c) Where there are less than two (2) Vendors trialling, selling or otherwise distributing the same Produce at the Growers' Market, Council will retain the discretion to approve or refuse applications from Vendors outside of the Coffs Coast region to participate in the Growers' Market.
  - (d) Vendors must identify (in writing in the format provided in Annexure 1 of this Agreement) to Council's Authorised Representative the Produce to be trialled, sold or otherwise distributed by them at the Growers' Market.
  - (e) Any variation of the Produce to be trialled, sold or otherwise distributed by the Vendor at the Growers' Market must be in writing in the format provided in Annexure 1 of this Agreement and must have the prior written approval of Council's Authorised Representative.
  - (f) For the purpose of clause 2.1 (d) and (e) of this Agreement, written notification must be provided to Council's Authorised Representative at least three working (3) days in advance of

- the first Growers' Market in which the Vendor will participate or at least three working (3) days in advance of the Growers' Market from which the proposed variance is to take effect.
- (g) The Vendor acknowledges that the seasonality of Produce and other environmental factors may affect the availability of their Produce for trial, sale or other distribution at the Growers' Market.
  - (h) The Vendor will notify Council's Authorised Representative in writing of the expected date of availability of their Produce for trial, sale or other distribution at the Growers' Market.
  - (i) Given the seasonality of certain Produce, Council retains the right to permit the temporary or short-term trial, sale or other distribution of Produce at the Growers' Market by other Vendors, subject to clause 2.1(b) of this Agreement.
  - (j) Council retains the right to require any Vendor (without warning, consultation and/or compensation) to immediately remove Produce not approved in accordance with clause 2 of this Agreement for trial, sale or other distribution at the Growers' Market.
- 2.2 The Vendor acknowledges the good public image and reputation of the Growers' Market and agrees that they (and any person working or assisting the Vendor in the Market Stall) will maintain high standards of Produce quality and stall presentation, including:
- (a) Signage should clearly display Produce information, price and other relevant information and labelling;
  - (b) All displays and stall stands must be presented and maintained in a clean and tidy manner, or as otherwise required by Council's Authorised Representative;
  - (c) Any Seconds Produce must be clearly identified; in good saleable quality; and priced accordingly;
  - (d) Compliance with any legislative requirements or certification pre-requisites for matters including, but not restricted to, the preparation, advertisement, sale and distribution of any Produce;
  - (e) All scales used by the Vendor in the Market Stall must display a current and valid inspection seal;
  - (f) All power cords and power equipment must carry current "tested and tagged" notification;
  - (g) The Vendor will not bring to or keep any animals at their Market Stall;
  - (h) The Vendor will not smoke at or in the vicinity of any Market Stall or their surrounding areas.
- 2.3 The Vendor warrants that all relevant certifications associated with Food Preparation, Handling and Sale have been obtained by the Vendor, copies of which must be provided to Council by the Vendor at the time of signing this Agreement.
- 2.4 The Vendor acknowledges that it is their sole responsibility to make all enquiries and undertake all necessary training and certification for the purpose of trialling, selling or other distributing Produce at the Growers Market.
- 2.5 Council retains the right to remove without warning, consultation and/or compensation any signage, advertisement or information not related to the Produce approved for trial, sale or other distribution at the Growers' Market.
- 2.6 Council retains the right to request and require removal (without warning, consultation and/or compensation) from trial, sale or other distribution at the Growers' Market of any Produce considered by Council's Authorised Representative to be of a sub-standard quality or believed to be from outside the Coffs Coast Region (without Council's prior approval for trial, sale or other distribution at the Growers' Market) .
- 2.7 The Vendor warrants that any claim of the Produce being Organic or of Biodynamic status is made in accordance with prevailing Organic and Biodynamic certification practices.
- 2.8 The Vendor agrees that all relevant certification of the Organic or Biodynamic status of any Produce trialled, sold or otherwise distributed by them at the Growers' Market will be displayed or otherwise available at the Vendor's stall in the Growers' Market.

- 2.9 The Vendor acknowledges and agrees to comply with the procedure and requirements specified by Council in Schedule 3 of this Agreement for the 'set-up' and 'pack-down' of their Market Stall, including start and shut down times.
  - 2.10 The Vendor warrants that they will take all due care and caution when driving any vehicle on the Market Square road reserve for the purpose of 'set-up' and 'pack down'.
  - 2.11 The Vendor warrants that, except as outlined in schedule 3 of this Agreement, they will not drive any vehicle on the Market Square road reserve.
  - 2.12 The Vendor warrants that at no time shall they drive any vehicle in reverse gear in the Market Square road reserve.
  - 2.13 The Vendor must use any Equipment specified, and in the manner instructed, by Council's Authorised Representative in their Market Stall.
  - 2.14 The Vendor has sole responsibility for the assembly and disassembly of any Equipment bought, hired, purchased, loaned or otherwise provided in relation to their Market Stall.
  - 2.15 The Vendor must ensure that their Market Stall area is kept and left in a clean and tidy condition. All rubbish associated with the Vendor's Market Stall must be removed off-site. Vendors are not permitted to use waste bins or reciprocals located in the City Square or its environs.
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### **3. Site Fees and Hire Charges**

- 3.1 In consideration of the grant by Council to the Vendor of benefits under this Agreement, the Vendor must pay to Council the applicable Site Fee and/or Hire Charges as specified in Schedule 4.
  - 3.2 An invoice will be issued in the first week of each month, and will contain the total required payment for the previous months Site Fees and any applicable Hire Charges.
  - 3.3 Subject to availability, Council will provide the Vendor the opportunity to hire Equipment on Market Day for the purpose of a Market Stall as specified in Schedule 4. The payment of Hire Charges must be made in accordance with clause 3.4 of this Agreement.
  - 3.4 In accordance with clause 3.2, the Vendor agrees to provide payment of the Site Fee and any applicable Hire Charges within thirty (30) days of the date of issue on the invoice or in accordance with the conditions as set out on the invoice.
  - 3.5 The Vendor has sole responsibility for the assembly and disassembly of any Equipment hired in relation to their Market Stall.
  - 3.6 The Vendor is responsible for the collection and return of any hired Equipment to the storage location identified by Council's Authorised Representative at the times and in the condition specified by Council's Authorised Representative.
  - 3.7 The Vendor is responsible for the cost of repair for any damage that occurs to Council property or Equipment.
  - 3.8 In this Agreement any reference to '\$' or 'dollars' is to Australian dollars.
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### **4. Term and Termination**

- 4.1 The term of this Agreement is one (1) year being the period from .....to 30 June ..... inclusive, unless the Agreement is terminated earlier in accordance with clause 4 of this Agreement, or otherwise varied by Council.

- 4.2 Council may terminate this Agreement with immediate effect by giving notice to the Vendor, in accordance with clause 4 of this Agreement, if the Vendor breaches any term or condition of this Agreement.
  - 4.3 The Vendor may terminate this Agreement by giving Council two (2) weeks written notice.
  - 4.4 Either party may terminate this Agreement with immediate effect by giving notice to the other party, in accordance with clause 4.5 of this Agreement, if an Insolvency Event happens to that other party (whether or not notified). Each party will notify the other party immediately if an Insolvency Event happens to that other party.
  - 4.5 For the purpose of clause 4 of the Agreement, unless otherwise stated, notice will be in written form and in unambiguous terms provided to or served on the affected party seven (7) days in advance of the proposed termination coming into effect.
  - 4.6 The parties acknowledge that termination of this Agreement may dis-entitle the Vendor from any subsequent application or approval to participate as a Vendor in the Growers' Market.
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## **5. Dispute Resolution**

- 5.1 The parties to this Agreement agree to attempt in good faith to resolve promptly through negotiation any problem between them under this Agreement.
  - 5.2 The parties agree that requests for dispute resolution in accordance with clause 5 of this Agreement are to be made to Council's Authorised Representative.
  - 5.3 Subject to clause 4 of this Agreement, and/or unless prevented by the nature of the dispute, the parties will continue to perform the conditions of the Agreement while attempts are made to resolve the dispute.
  - 5.4 Where disputes relate to payments to be provided by the Vendor to Council under this Agreement, the parties agree that the dispute resolution provisions of clause 5 of the Agreement will not come into effect and Council will be entitled to terminate the Agreement in accordance with clause 4.
  - 5.5 The parties agree that if an attempt to resolve a problem in accordance with clause 5 has not resolved the problem to the satisfaction of the parties within four (4) weeks of notification of the problem to the other party, the dispute resolution process will be deemed unsuccessful and termination of the Agreement can be affected in accordance with clause 4 of the Agreement.
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## **6. Enforcement and Jurisdiction**

- 6.1 This Agreement is governed by and must be construed according to the law applying in New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement.
- 6.2 This Agreement may only be varied by a document signed by or on behalf of each party.
- 6.3 Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.

- 6.4 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, and all together constitute one Agreement.
- 6.5 If any part of this Agreement is, or becomes, void or unenforceable, that part is, or will be, severed from this Agreement.
- 6.6 To the extent permitted by law, in relation to its subject matter, this Agreement:
- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
  - (b) supersedes any prior written or other Agreement of the parties.
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## **7. Confidential Information**

- 7.1 Each party:
- (a) may use the Confidential Information of the other party solely for the purposes of this Agreement; and
  - (b) except as permitted under clause 7 of this Agreement, must keep confidential all Confidential Information of the other party; and
  - (c) may disclose Confidential Information of the other party only:
    - i. to persons who:
      - are aware and agree that the Confidential Information of the other party must be kept confidential; and
      - either have a need to know (and only to the extent that each has a need to know), or have been specifically approved by the other party; or
    - ii. where disclosure is legally required; or
    - iii. in the case of the Council, where it is a disclosure to Parliament, the Governor, Cabinet, any Minister of the Crown or Parliamentary or Cabinet committee or sub-committee having a proper interest in this Agreement.
- 7.2 Even though information is the Confidential Information of a party, the other party does not have to comply with clause 7 of this Agreement in relation to that Confidential Information if:
- (a) the Confidential Information becomes public knowledge during this Agreement; or
  - (b) the Confidential Information was already in the possession of, or independently generated by, the other party, in circumstances where there was no breach of any obligation of confidence.
- 7.3 Despite clause 7.1, the Vendor consents to:
- (a) the public disclosure of this Agreement in its entirety; and
  - (b) the preparation of a summary of this Agreement and the public disclosure of such summary.
- 7.4 For the purposes of clause 7 of this Agreement, disclosure may be in either printed or electronic form, either generally to the public, or to a particular person as a result of a specific request.

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## **8. Insurance and Indemnity**

8.1 The Vendor indemnifies the Council from and against all actions, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- (a) Loss of, loss of use of, or damage to property of the Council; and
- (b) Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property;

Resulting from or by reason of anything done or omitted to be done by the Vendor or its agents arising out of your activities undertaken at the City Square.

8.2 The Vendor must, at the time of signing this Agreement, provide to Council evidence of the Vendor's current Insurance, by way of a Certificate of Currency, which:

- (a) Provides a minimum coverage of \$10,000,000.00 for both Product and Public Liability;
- (b) Indemnifies Council in its capacity as the Coffs Coast Growers Market as an Interested Party;
- (c) Covers the City Square and its environs;
- (d) Names the Vendor as the Insured Party and corresponds to the parties to this Agreement; and
- (e) Specifies the Expiry Date for the Policy.

8.3 The Vendor's liability to indemnify the Council is reduced proportionally to the extent that a negligent act or omission of the Council or its employees has contributed to the injury, damage or loss.

8.4 If a party is wholly or partially precluded from complying with any of its obligations under this Agreement by anything else outside that party's reasonable control, including an act of God, storm, fire, flood, riot, explosion, government policy or legislation, strike or other industrial action or act of war or terrorism ('Force Majeure'), then the affected party's rights and obligations directly affected by the Force Majeure event will be suspended for the duration of the delay arising out of the Force Majeure event.

8.5 As soon as possible after a Force Majeure event arises, the affected party must notify the other party of the nature of the Force Majeure event and the extent to which the affected party is unable to perform its obligations under this Agreement and, the affected party must use its best endeavours to work around or overcome the effect of the Force Majeure event and must recommence the performance of its obligations as soon as possible without delay after the Force Majeure event has ceased to exist.

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## **9. Assignment**

9.1 The Vendor cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of Council.

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## 10. GST

10.1 For the purposes of GST:

- (a) Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* or if not so defined, then which are defined in the *Trade Practices Act 1974 (Cth)* have the same meaning in this clause.
- (b) Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as GST inclusive, does not include an amount on account of GST.
- (c) Despite any other provision in this Agreement, if a party (Supplier) makes a supply under or in connection with this Agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this Agreement as GST inclusive):
  - (i) the consideration payable or to be provided for that supply under this Agreement but for the application of this clause (GST exclusive consideration) is increased by, and the recipient of the supply (Recipient) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
  - (ii) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- (d) If a payment to a party under this Agreement is a reimbursement or indemnification calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

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## 11. Other Matters

- 11.1 The Vendor grants Council the right to use any photographs or images of the Growers' Market, including the Vendor's market stall, for the purpose of promotion of the Growers' Market without the prior approval or consent of the Vendor.
- 11.2 Council does not provide and has no liability in relation to Vendor parking at the Growers Market on Market Day. Vendors need to ensure that they are parked appropriately to avoid the issue of an infringement notice(s).
- 11.3 Council does not provide specific amenities for the Vendors of the Growers' Market on Market Day. Vendors may utilise public amenities located in the City Square and its environs.

### Signed as an Agreement:

<b>Signed by Coffs Harbour City Council</b> by its duly authorised representative, ABN: 79 126 214 487	
	Steve McGrath <b>General Manager</b>
<b>Signed for and on behalf of</b> ....., ACN .....	..... (Vendors Name in full)
	..... (Position: If a Company)

## Schedule 1 — Examples of Produce

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The following provides a ***non-exhaustive*** list of agricultural products or produce grown, made or developed in the Coffs Coast Region that constitute Produce for the purpose of this Agreement:

- Bread
- Confectionery
- Cakes
- Dairy including: milk, cheese and yoghurts
- Eggs including: chicken, duck
- Essential oils
- Flowers and Plants including: natives, proteas, roses, carnations
- Fruits and Vegetables including: avocados, berries, blueberries, cherries, cumquats, custard apples, citrus, dates, elderberries, garlic, mushrooms, plums, pumpkins, potatoes, squash
- Honey
- Ice-cream
- Jams and Condiments
- Juice
- Lemon myrtle products
- Manure and Compost;
- Meats including: beef, chicken, goat, lamb, pigeon, pork, rabbit, venison
- Medicinal and Culinary Herbs
- Nuts including: macadamias, pecans
- Olives
- Sauces
- Seafood including: crayfish, oysters
- Seedlings
- Smallgoods
- Spices including: aniseed
- Tea and coffee
- Water
- Worm farms and locally produced Vermiculture products

Please contact the Economic Development Unit to discuss the Produce you are considering to bring to the market.

## Schedule 2 — Market Day

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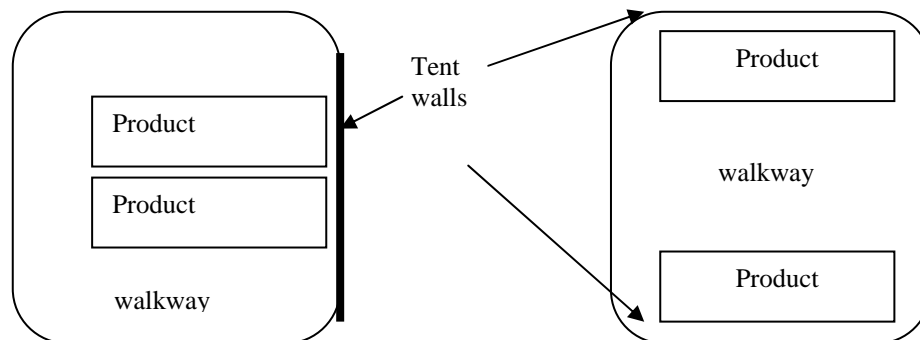
### A. Growers' Market Trading Conditions

- A.1 Market day begins when the Authorised Representative of Council arrives at the City Square and announces that Vendors may begin to set up their Market Stall. This usually takes place between 6.30am and 6.45am. Market day concludes when all Vendors have vacated the City Square after packing up their Market Stall, usually around 5.15pm.
- A.2 Trading hours are 8am to 4pm.
- A.3 Sales are not permitted before 8am or after 4pm.
- A.4 Vendors must be set up and ready to trade by 8am. Due to high pedestrian activity in the City Square, all Tents must be assembled before 8am.
- A.5 Vendors can begin packing up their produce and Tents from 3.30pm. Vendors shall not dismantle their Tent before 4.00pm unless instructed to do so by the Authorised Council Representative (bad weather etc).
- A.5 The Growers' Market is held weekly, unless otherwise advised by Council's Authorised Representative.
- A.6 Vehicles are not permitted in the Harbour Drive loading zone (A) until the Authorised Representative of Council provides permission for vehicles to enter the Harbour Drive loading zone.

### B. Weather Conditions

#### B.1 Wet Weather

- B.1.1 Vendors are required to modify the set up their stalls in wet weather conditions as indicated in the diagram below.



- B.1.2 Council retains the right for the Authorised Market Representative to place stalls closer together or in groups of two or more in wet weather conditions so as to facilitate pedestrian movement and safety.

#### B.2 Extreme Weather

- B.2.1 The current market location does not allow tents to be tied down. In extreme weather conditions (especially high winds), the tents can cause a safety concern. In the case of extreme weather, a decision will be made on the day by Council's Authorised Representative as to the continuation of the Market. Where possible, temporary sites will be arranged, with preference going to those Vendors with highly perishable goods and with no other avenue for distribution.
- B.2.2 Rain is not considered 'Extreme Weather' and Vendors are required to attend all markets unless previously agreed to by the Authorised Representative of Council.

## Schedule 3 — Set-up and Pack-down Procedures and Times

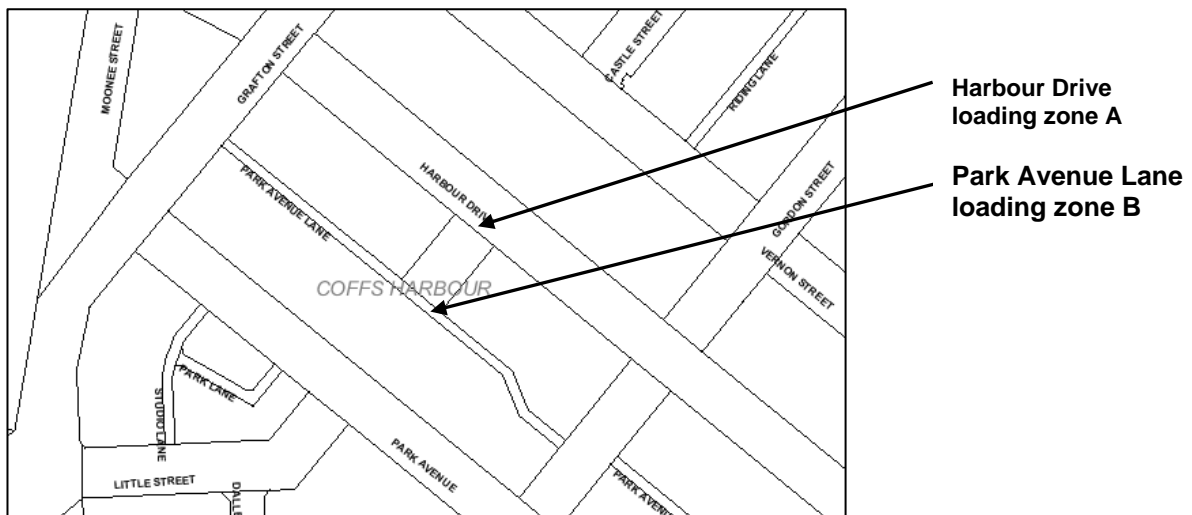
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### A. Set up time

- A.1 You must not begin to set up your Tent until the Authorised Market Representative is on site.
- A.2 You must set up your Tent and stall in accordance with the times identified in Schedule 2 of this Agreement.

### B. Loading Zones

- B.1 There are two (2) places identified as loading zones. Please refer to the map below:
  - (a) Harbour Drive loading zone (Zone A); and
  - (b) Park Avenue loading zone (Zone B).



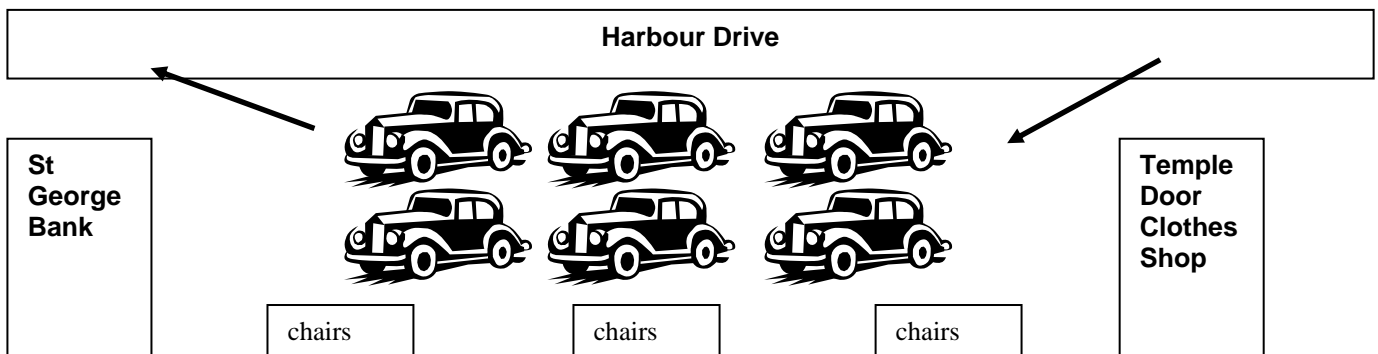
### C. Harbour Drive (Zone A) Vehicle Entrance

- C.1 When setting up and packing up, Vendors must keep vehicles as far forward as practicable to allow two full rows of cars into Zone A and must pull-up parallel to the road.
- C.2 At the end of Trading, traffic cones will be placed at the entry to Zone A. This will be a signal that Vendors can commence packing up their stall and dismantling their tents. The traffic cones will also prevent Vendors from bringing their cars into the Harbour Drive Loading Zone prior to the specified hours, and provide the public with a warning.
- C.3 When the Council's Authorised Representative sees that the Zone A is ready for the Vendors' to move their vehicles onto the sidewalk, the cones will be moved to allow vehicle access.
- C.4 Vendors must not move their vehicles onto the loading zone unless they have been indicated to do so by the Council's Authorised Representative.

### D. Restrictions and Loading Zone Guidelines

- D.1 No trucks are allowed onto Zone A.

- D.2 Cars with trailers must wait until the Authorised Representative of Council gives them permission to move onto Zone A.
- D.3 A maximum of six (6) vehicles are allowed in the loading Zone A at any given time, parked neatly in two rows of 3, parallel to Harbour Drive.
- D.4 For safety reasons, no reversing is allowed within the loading zone, unless the Authorised Representative of Council is available to supervise and direct the driver of the vehicle in reversing.
- D.5 Vendors must always bring vehicles to the furthest point forward and in line with the car in front to allow other vehicles access behind.
- D.6 Vendors cannot drive vehicles on the southern side of the City Square chairs.
- D.7 Parking should be in accordance with the diagram as indicated below.



## E. Loading Zones

- E.1 Vendors must not start setting up their stall until their car has been removed from the loading zone. Vendors must not retrieve their car until their site is fully packed down and ready to be placed in their car.
- E.2 Any vehicles found in the Harbour Drive Loading Zone prior to and after the specified loading zone times risk receiving a parking infringement from Council Rangers.
- E.3 Only trucks, utilities and vans are allowed to access the Park Avenue Lane Loading Zone outside of the Growers' Market Loading Zone hours.
- E.4 Any passenger vehicles found using the Park Avenue Lane Loading Zone risk parking infringement from Council Rangers.

## F. Set up/Pack up Procedure

- F.1 To assist in getting vehicles in and out of loading zones as quickly as possible vendors are required to adhere to the following steps:

### Set Up

- When the Authorised Representative of Council indicates that Market Day has begun, move your car into the loading zone.
- Unload your car.
- Remove your car from the loading zone ASAP.

- Return to your site to erect your tent and set up your stall.
- Your Tent must be fully erect and you must be ready to trade by **8.00am**.

### **Pack Up**

- Stack your remaining produce and equipment neatly.
- At 4pm when the Council Representative indicates to do so, pull down and pack your tent neatly alongside your other belongings.
- For zone A, the Council Representative will indicate (using the orange witches hats) when it is time to move your car into the Loading Zone.
- Load and remove your vehicle ASAP.

## **G. Tents — Erection and Dismantling**

- G.1 All stallholders must put up and dismantle their own tents. First time Vendors may seek guidance from Council's Authorised Representative.
- G.2 Vendors are expected to assist other Vendors if they are experiencing difficulties in putting up their Tent.
- G.3 Vendors renting a Tent must contact Council's Authorised Representative who will direct them to the store room where they can pick up (and return) a Tent.

## Schedule 4 — Site Fees & Hire Charges

### A. Fees

A.1 In keeping with the objectives of the CCGM, stall costs are levied on a cost recovery basis only.

A.2 The current fee structure is tabled below:

Site Type	Fees
Vendor - Powered Site	\$ 34.00
Vendor - Non-Powered Site	\$ 28.00
<b>Tent Hire Fee (if available)</b>	
New tents	\$ 36.00
(Please see example layout below)	
* CHCC will allocate you tent partners or you can arrange them yourself. If share-vendors are unavailable, you will have to pay as an individual.	

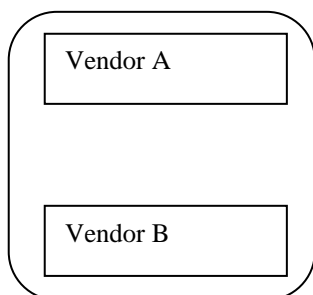
A.3 Site fees and hire charges include the whole or any part of the day at which the Vendor participates in the Growers' Market. Council will not reimburse any site fees or hire charges for part day use, whether part day use is at the request or direction of Council or the Vendor.

### B. Tent Site Sub-letting/Sharing

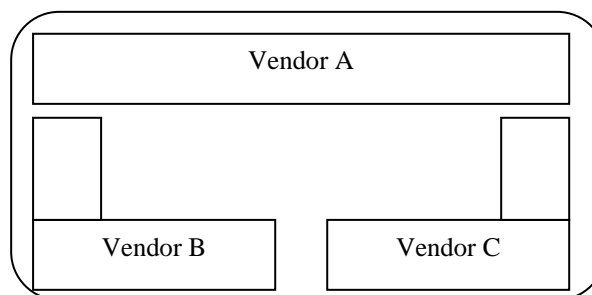
B.1 Sub-letting/sharing of Tents is encouraged provided that the incoming Vendor has completed a Market Participation Agreement and has been approved by Council for trading.

B.2 Site payment is to be made by the Tent holder. Any agreement regarding payment and set up arrangements is to be made privately between the site holder and the sharing Vendor.

B.3 Tent set up and pack up remains the responsibility of those who own/rent the Tent and share it. Any arrangement as to who will pack down and put away the Tent should be made known to Council's Authorised Representative before either Vendor leaves the Market Square.



3mx 3m tent



6m x 3m tent

**C. Damage to Council Property or Equipment**

- C.1 The Vendor is responsible for the cost of repair for any damage that occurs to Council property or Equipment.
- C.2 In the event of damage to Council property or equipment, Council will arrange for the item to be repaired and then invoice the Vendor for reimbursement.





**Annexure 2 – Contact details for Vendor (or signatory party to this Agreement)**

Contact Name: .....

Position: .....

Company: .....  
(If not representing a company, leave blank)

Address: .....

Suburb..... State:.....Postcode:.....

Postal Address: .....  
(If same as above address, leave blank)

Suburb..... State:.....Postcode:.....

Phone No: (.....) ..... Fax No: (.....).....

Mobile: .....

Email: .....