



Mountview Music Muster 2013 – Mountview Wines, Mt. Stirling Road Glen Aplin
Qld 4381

Stallholders Application, Contract, Terms & Conditions Form
ABN – 162 733 824 MOUNTVIEW MUSIC MUSTER PTY LTD

STALL HOLDERS SITE APPLICATION, CONTRACT, TERMS AND CONDITIONS FORM

Mountview Music Muster 5th & 6th October 2013

Please ensure you have read and signed the Terms and Conditions for the Festival Stall holders prior to completing and returning this form.

Business

Name: _____ ABN/ACN _____ Contact

Person: _____ Position: _____

Address: _____ Postcode: _____

Phone (office hours): _____ Mobile: _____

Email: _____

Stall Holder / Business / Organisation attendance – Please mark your preference below

1. External Food Stall - Stall site fee includes – 3m x 3m site allocation over two days
2. Merchandise - Stall site fee – 3m x 3m site allocation over two days
3. If you require power there is additional fee
4. Stall staff maximum of 4 staff per stall, any additional staff will occur a cost
5. All fee's will be determined on approval of application

Definition

Stallholder – means the holder of a permit granted by Mountview Music Muster Pty Ltd

Site Allocation – means the site allocated to the Stall holder by the Event Organisers.

Mountview Music Muster's Obligations

1. Mountview Music Muster takes no responsibility for damage, loss or theft of property.
2. Mountview Music Muster operating times are Saturday 5th October 2013 to Sunday 6th October 2013.
Stalls are to be open for business from 10am to 10.00pm each day.
3. Mountview Music Muster reserves the right to determine and direct the site allocation. The stall holders accept the decision of Mountview Music Muster, in its absolute discretion, is final and binding.
4. The Stall holder agrees to pay and secure the fee designated by Mountview Music Muster by COB 30th August 2013 for the site allocation.
5. Mountview Music Muster will not be required to refund any monies paid to the Mountview Music Muster Pty Ltd due to:

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- a. Failure by stallholders to appear at the event; or
 - b. The Stall Holder cancelling less than six weeks prior to the event;
 - c. Adverse weather conditions or act of god over the week-end of the event;
 - d. Postponement of the Event to an alternative date due to weather conditions.
6. Mountview Music Musters invoice for the required amount for the site allocation will be sent to your address listed below upon acceptance.
7. Cancellation must be received by the Event Organisers in writing but not permitted within six weeks of the event.
8. Mountview Music Muster makes no guarantees as to financial returns or otherwise for Stallholders at the event.

The Stallholder's Obligations

1. The operator is restricted to offering for sale only what is permitted by the approval from Mountview Music Muster Organisers. Mountview Music Muster is the only approved supplier of alcoholic beverages.
2. All Stallholders and additional staff must be 18+
3. Stallholders must provide their own security if required outside operating hours.
4. Stallholders must have intellectual property rights to all items offered for sale.
5. Stallholders are responsible for any damage they may cause to the venue.
6. Stallholders must have personal and/or public liability insurance for an amount no less than \$20 million for any one event; covering against any occurrence attributable to the activities of any persons for whom it is directly responsible and injury to any third party. A Certificate of Currency must accompany this or must be provided at least six weeks prior to the Event and Mountview Music Muster will keep a copy on file.
7. Stallholders specified sites
 - Stallholders with own generators
 - Stallholders requiring power
 - Stallholders not requiring any power
8. Stallholders are responsible for ensuring that in accordance with Queensland Occupational Health and Safety Standards all appropriate safety tagging for gas, electrical equipment and power cords are fitted or attached as required and are up to date. Copied of all food related health and safety certificates and food licence approvals are also to be attached with the application form.
9. No public address systems are to be used or entertainment of any kind provided, without the prior written approval of Mountview Music Muster Organisers.
10. **Sites must be left in a clean and tidy condition on departure**, and all operators agree to co-operated in an effort to keep the site in the condition over the duration of the event, this inclusive of all packaging and cardboard boxes. **No oil or chemicals are to come in contact with the grounds.** Any

cost incurred by Mountview Music Muster for the removal of any boxes left on site will result in the charge being passed on to the Stallholder.

11. Stallholders are not permitted to share, sub lease or assign a site with other operators, or any other party without the prior written approval of Mountview Music Muster.
12. Stallholders must ensure there is access for people with disabilities in the site allocated to them. This includes ensuring bench heights are at an appropriate level for people in a wheelchair, and the area is free from boxes and other materials for easy access.
13. As part of Mountview Music Muster ensuring the events area is sustainable as possible, the users of plastic carry bags are discouraged. Environmentally friendly and recyclable plates, cutlery and containers are encouraged.
14. The Stallholder agrees to release Mountview Music Muster from any liability where items belong to the stallholder or third party which are not removed following the closing time of the Event.
15. Abuse of Mountview Music Muster organisers, staff or volunteers will not be tolerated under any circumstances. Any stallholder or participant who is deemed to be abusive or aggressive will be required to leave the Event immediately.

Hours of Operation

1. All Stallholders must be set up and prepared for operation no later than one (1) hour before commencement of the Event operating times unless prior arrangements are made.
2. Stallholders must cease operating at 10.00pm sharp.
3. Stallholders must have a staff in attendance and keep operating for the duration of the Event operating times. Intention to depart prior to these times must be approved by the Mountview Music Muster Organisers prior to acceptance.

Vehicles and Road Safety

1. Stallholders will be permitted reasonable access to the allocated site on the conditions set out in this section. Mountview Music Muster ground staff will strictly monitor the grounds. Failure to follow advice or directions of the areas permitted for vehicles, hence incurring damage, will be paid for by the vehicle owner with the amount set by the damage assessors.
2. Vehicles will be allowed onto the site from 6.00am, however **must be removed from within the event area by 9.30am** on the day of the Event. All vehicles are to be removed. Early set up may be arranged with Mountview Music Muster Organisers from midday Friday.
3. Vehicles will be allowed back into the area at 11.00pm on Saturday & Sunday or when defined safe by the Mountview Music Muster Organisers, and must be removed from within the Event site within 1.5 hours.
4. Stallholder's vehicles and their contents are parked for the duration of the Event at the Stallholder's own risk. The Event Organisers will not be liable for any damage, loss or theft of such vehicles and contents.

Termination of Agreement

1. The Event Organisers may terminate the Stallholder’s participation forthwith where the Stallholder breaches any of the terms and conditions of this agreement and may require the Stallholder to remove its products and services immediately. The applicant agrees that the Event Organisers will be entitled to remove the Stallholders products from the allocated site at the operators cost if the Stallholder does not remove such products when required by the Event Organisers.

Please complete this site application form and return to the address below:

P O Box 1577

Toowoomba QLD 4350

Deposit or Full payment must be made within 7 days of approval of application.

All applicants will be advised of the outcome of their applications via email.

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As an authorised representative of the company/business/organisation applying for the stall at the Mountview Music Muster Event 2013, Mountview Wines, Mt Sterling Road Glen Aplin Qld 4381, I agree that the above mentioned company/business/organisation will operate and abide by the Terms and Conditions for the Stallholders ('stallholders') outlines above.

Name of Signatory

(Please print)

Signed _____ Date _____

Stall Information

1. Please state the goods and/or services you will be offering from you site:

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2. Please advise how many vehicles will be required to set up your site: _____

Make and Model of Vehicles _____
Rego Numbers _____

3. How many people will be operating your site: _____ (maximum of 6 people all must have valid tickets)

Staff 1 Name: _____ Staff 2 Name: _____

Staff 3 Name: _____ Staff 4 Name: _____

Staff 5 Name: _____ Staff 6 Name: _____

4. Public Liability form attached – Mountview Music Muster 2013 MUST be noted as an interested party

5. Any relevant licences attached (e.g. Food handling, Food Safety etc.)

6. List all electrical equipment you will be running (all equipment MUST have current tag and testing)

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PLEASE MARK APPLICATIONS TO THE ATTENTION OF:

Enquires: Mandi Lindenberg – 0438 012663

mandi@mountviewmusicmuster.com.au

Please ensure you add in the subject line “Mountview Music Muster Stall Application”

Payment made out to:

BSB:

Account No.:

Disclaimer

Mountview Music Muster Organisers shall not be liable for any damages of any kind (including special, indirect, consequential, incidental damages or damages for loss of profits, income, or use) relating to property or person, arising out of or relating to Mountview Music Muster including related products or services supplied regardless of weather such damages arise in contract, tort, equality at law or otherwise.

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Mountview Music Muster Organisers reserve the right to make changes to the schedule of the event including changes to the timetable, postponing or cancelling the event without having to comply with any notice requirements to you and without any claim against the Event Organisers by you.

Please sign below as an acknowledgement of this disclaimer notice and that you have read and agreed to the terms and conditions set by the Event Organisers and the Festival. In the event that this is not signed, you will be deemed to not be satisfied with the notice and will not be considered as a stallholder at the Mountview Music Muster.

SIGNED: _____

FULL

NAME: _____

DATE: _____