



# ANNUAL MARULAN KITE FESTIVAL

## *Stall Holders Application Form*

*Sunday 22nd September 2019*

*Marulan Tony Onions Park, George Street  
9am to 3pm*

*The Kite Festival Committee are looking for stallholders to join us at our 2019 Marulan on the Meridian Kite Festival where "Time Flies" stepping us through the ages with activities catering for all ages and celebrating the Spring Equinox and Marulan's unique connection to the Meridian. We took small steps last year to redefine the Festival and look forward to even more support and exciting times in 2019.*

- \* Standard site sizes are 3m x 3m (approx. 3m WIDE and 3m DEEP).*
- \* Entry fee is \$30.00 per site for commercial business or \$15 for not for profit groups.*
- \* Larger sites can be made available, at \$10/m extra but will be dependant on availability*
- \* Note there are no powered sites available*
- \* Sites are located on a hard road surface so appropriate supports for gazebos are required.*

*We are limited by area for stalls so please do not delay in applying as late applications may miss out!*

[www.marulankitefestival.com](http://www.marulankitefestival.com)

Email : [janegilding@tempusroasting.com](mailto:janegilding@tempusroasting.com)

FB: [marulankitefestival](https://www.facebook.com/marulankitefestival)

Phone : Jane 0416058625





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## *Stall Holders Application Form*

BUSINESS NAME: .....

ABN: (if applicable): .....

CONTACT NAME: .....

POSTAL ADDRESS: .....

TEL. NO: (H) .....M: .....

EMAIL ADDRESS: .....

AREA REQUIRED FOR STALL:

ONE SITE                      3M x 3M                      \$30 (commercial) / \$15 NFP                      TOTAL COST .....

LARGER WIDTH (\$10 PER EXTRA METRE OVER 3M)

.....X DEPTH .....                      \$ .....                      TOTAL COST .....

TYPE OF STALL    FOOD    yes / no                      NON FOOD    yes / no

DESCRIPTION of ITEMS FOR SALE .....

TO CONFIRM YOUR BOOKING please either MAIL or EMAIL THIS COMPLETED APPLICATION FORM TOGETHER WITH A COPY OF YOUR CURRENT STALLHOLDER INSURANCE and FULL PAYMENT OF FEES LISTED ABOVE to the following address:

**MARULAN KITE FESTIVAL, 843 MARULAN SOUTH ROAD, MARULAN NSW 2579** or

EMAIL TO [Janegilding@tempusroasting.com](mailto:Janegilding@tempusroasting.com)

FULL PAYMENT MUST BE RECEIVED WITH APPLICATION FORM NO LATER THAN 2 WEEKS PRIOR TO THE FESTIVAL

Payment may be made by CHEQUE to Marulan Kite Festival or by DIRECT DEPOSIT to:

Commonwealth Bank, BSB **062545** ACCOUNT **10385107** Reference 2018 MKF Stall Fee

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## *Stall Holders Application Form*

### TERMS AND CONDITIONS FOR STALLHOLDERS

#### 1. COMMENCEMENT TIME

Stalls must be ready for operation at 08.45 am for a 9.00am start. Pack up must not commence before 3.00 pm when the Kite Festival is scheduled to conclude.

You must ensure that your stall remains safe and that any ropes or structures do not encroach on walkways or neighbouring stalls.

#### 2. ACCESS & PARKING

Stallholders may access the Park through the double gates at the bottom of Thoroughfare Street to load and unload. ALL VEHICLES MUST BE REMOVED from the Park prior to the 9.00 am Festival start.

Stallholders may park vehicles at the bottom of the Park in RAILWAY STREET for the duration of the Festival. Stallholders can access Post Office Lane to load and unload however all vehicles must be removed prior to the 9.00am start.

#### 3. REGISTRATION

ALL APPLICATIONS for registration are subject to review and approval by the Marulan Kite Festival Committee. Your stall will be assessed for approval for the items listed on your application form. Any changes to the goods or services you wish to sell must be approved by the Marulan Kite Festival Committee. Failure to notify the Committee of any changes to your goods and services (ie. any additions or changes to your approved goods/ services may result in you losing your stall).

Each stall location is pre-allocated and requests for site changes on the day will not be accepted.

#### 4. PRODUCTS FOR SALE

Only items mentioned on the application form will be allowed to be sold at the nominated stall

#### 5. BOOKINGS

ALL STALLS MUST BE PRE-BOOKED AND PRE-PAID.

#### 6. RUBBISH

Bins are provided on site for use by visitors only. Please take your rubbish with you at the end of the day.

#### 7. CANCELLATIONS

There will be NO REFUNDS for your stallholders fee if you do not attend Kite Festival.

#### 8. LICENSES, PERMITS, CERTIFICATES

Depending on the nature of the goods/services you are selling, you may be subject to various licenses, permits and certificates. If you are, you must have current copies available with you on the day of Kite Festival.

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## *Stall Holders Application Form*

### TERMS AND CONDITIONS FOR STALLHOLDERS continued

#### 9. INSURANCE

Stallholders agree to maintain current and relevant insurance at all times and to provide evidence of this insurance to the Marulan Kite Festival Committee. This includes PUBLIC LIABILITY and PRODUCTS LIABILITY, where required, for all stallholders.

Stallholders acknowledge that permission to hire a stall may be revoked should stallholders not be able to provide evidence of such insurance.

#### 10. COPYRIGHT

The stallholders agrees not to sell, let for hire or by way of trade, offer or expose for sale or hire any articles which is in breach of Australian copyright legislation.

#### 11. REGULATORY COMPLIANCE

All stallholders are to implement and abide by best practice principles in Occupational Health and Safety and Local and State Government Health and Statutory regulations as relevant to the goods/services sold at their stalls. This includes, but is not limited to, those found at [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au) and [www.goulburn.nsw.gov.au](http://www.goulburn.nsw.gov.au).

#### 12. CHILDREN

Children accompanying stallholders MUST BE SUPERVISED at all times.

#### 13. RIGHT TO DECLINE

The Marulan Kite Festival Committee retains the right to decline approval and/or refuse entry to any vendor or stallholders or to refuse any product or service to the Marulan Kite Festival.

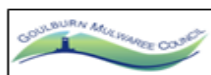
The Marulan Kite Festival Committee reserves the right to reject any applications or rescind a prior approval and not enter into correspondence or otherwise explain the reasons for its decisions.

#### 14. CHANGES TO TERMS AND CONDITIONS

By accepting an offer of a stall space at the Marulan Kite Festival the stallholder acknowledges that they understand and agree to comply with these Terms & Conditions. These Terms & Conditions apply to all stallholders who are approved to trade at the Marulan Kite Festival. It is a condition of such approval that the stallholder accepts and complies with these Terms & Conditions.

By submitting a Registration Form application, the stallholder acknowledges and accepts that the Marulan Kite Festival Committee may alter any rule or terms of these Terms & Conditions or make additional rules and terms, from time to time, by notifying stallholders. Any correspondence sent from the Marulan Kite Festival Committee to the stallholder with respect to the amended Terms & Conditions after the date of such notice is deemed acceptance of the new Terms & Conditions.

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### TERMS AND CONDITIONS FOR STALLHOLDERS continued

#### 15. LIMITATION OF LIABILITY

Neither the Marulan Region Chamber of Commerce, Inc. nor The Marulan Kite Festival Committee, nor the individuals involved in those Committees, are liable for any injury, theft, or damage to either the buyer or the vendor, of their property, arising out of, or pertaining to, preparation for, or participation in, the Marulan Kite Festival whether such injury, theft or damage occurred prior, during or after the Marulan Kite Festival. Vendors further agree to indemnify and hold The Marulan Kite Festival and the organisers harmless for any, and against any, claims for such injury, theft or damage.

I agree to abide by the Marulan Kite Festival Terms & Conditions and acknowledge that these may change from time to time. I understand that permission to hire a stall may be revoked in the event of any breach of these Terms & Conditions or any future modifications thereof.

SIGNED: .....DATED: .....

PLEASE PRINT NAME: .....

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