



# The Forage.

## Vendor Agreement

### Stall Prices

**Minimum Stall 3m x 3m**

**\$350.00 – powered site**

**\$250.00 – unpowered site**

**Extra Metre - \$50.00 per metre**

a) **Payment** – Once The Forage receives your application form and approves your application, payment must be within 7 days to secure your site. Spaces are limited and will be allocated at the absolute discretion of The Forage.

b) **Refunds/Cancellation**

***Cancellation by Vendor*** where the Vendor a minimum of one calendar month before the event cancels a booking, payment will be refunded in full. Where a cancellation is notified to The Forage less than one month before the event, payment will only be refunded where The Forage is able to re-let the space. Should any vendor's site remain unoccupied, The Forage reserves the right to allocate the unused site to another vendor or use said space in any other manner The Forage deems fit without any refund being payable to the Vendor.

***Cancellation by The Forage*** Where as a result of circumstances beyond our control, The Forage cancels the event, payment (s) from the Vendor will be refunded in full, subject to a deduction for any costs which have been incurred as a result of special requirements by the Vendor. Such refunds form the full extent The Forage obligation to Vendor and no compensation will be payable by The Forage for any loss which the Vendor may suffer as a result of the cancellation. No refunds will be made because of poor weather if the event is held.

c) ***Stall Overhead and Ground Cover*** – the Vendor is responsible for providing adequate ground cover for their site. The site must be returned to its pre-event condition (eg no spillages of grease etc). The Vendor must be self-sufficient and have stall coverings to cope with all weather conditions. The Forage is an outdoor event, and we go ahead rain, hail or shine.

d) ***Setup, Operation and Pack Down*** – The Vendor may access their site(s) only at the set time given by The Forage. If more time is required, then arrangements must be made in advance with The Forage. The Vendor shall be solely responsible at its own expense for installing and dismantling its own materials and equipment. The Vendor shall repair any damage caused by their occupation of the site, at their cost and to return the space to the same condition as received. All Vendors must present and maintain their stalls in a professional, stylish and clean manner at all times. Any boxes or packaging, must be hidden from view and not impose on neighbouring vendors displays. Vendors must confine their displays and signs to their stall

site and keep pathways clear for patrons. Pack down must be completed by the set time given by The Forage. No early pack up is permitted.

- e) ***Rubbish & Clean Up*** – The Vendor is responsible for the removal of all rubbish from their site. No cleaning of equipment is to take place at the event and no waste liquids such as grease or oil may be disposed of on site, via drains or other means.
  
- f) ***Fire and Health & Safety Regulations*** – The Vendor agrees to comply with local, city and state laws ordinances and regulations covering fire, safety, health and other matters. All of the Vendor's equipment and materials must be located within the Vendor's allocated site and may not spread beyond the site unless agreed in advance with The Forage team. All electrical leads must be tagged by a qualified tester (every 3 months) and run safely away from patrons and pathways. Vendor's using gas or electrical appliances must have a suitable fire extinguisher or fire blanket on site.
  
- g) ***Products and Exhibits*** – The Forage may at its sole discretion, restrict or prevent the display and sale of any items, and may require their removal from the premises. This reservation includes any person, thing, conduct, printed matter or item of charter, which The Forage considers objectionable for health or safety reasons. No refunds or compensation will be payable by The Forage for any loss incurred by a Vendor as a result of any restriction, which may be enforced.
  
- h) ***Subletting of Space*** – The Vendor may not assign, sublet or apportion the whole or any part of the Vendor's allocated site for any purpose unless agreed in advance by The Forage team.
  
- i) ***Liability Exclusion*** – The Forage team will not be liable for any loss or damage to the Vendor's property from theft, fire accident or any other cause beyond its control. The Vendor agrees to indemnify, protect, defend and save and hold harmless The Forage's directors, staff, volunteers and contractors from all claims, demands, damages and liability of whatsoever kind or character. By signing this agreement, the Vendor expressly releases the aforementioned from all claims for loss, damage or injury.
  
- j) ***Insurance*** – The Vendor shall carry and maintain during the period of the event including any move in or move out day(s), and at the Vendor's sole cost and expense, public and product liability insurance for a minimum of \$10,000,000. The Vendor must comply with all statutory obligations under the Workplace Health and Safety Act and any regulations made under it. The Vendor warrants that, by signing the contract, the Vendor will comply specifically with the insurance requirements of this agreement. The Vendor must provide current public and product liability certificates when submitting their application. Failure to do so, the Vendor will be made exempt from the application process.
  
- k) ***Licenses*** – The Vendor is responsible for obtaining any proper licenses, which may be required to sell their products. Copies of any required licences must be submitted with their application. This includes stall, food van, caterer food business registration or notification by the Health Protection Service. All liquor licenses must be approved and current for The Forage.

- l) **Product Sales** - Sample giving and tasting is encouraged, within food safety limits. Any produce being sold as 'organic' must have, and display, proof of certification.

All produce must be clearly labelled and clearly priced. Produce should be offered at fair, market-driven prices that reflect the quality and/or speciality nature of the goods sold.

You cannot on-sell another food product made by someone else at The Forage unless pre-approved to do so.

- m) **Promotional/Social Media** - A photo of your set up at events is required with your application.

If selected to trade at the event, you are required to spread The Forage love by 'sharing' our promotional graphic in the month prior to the event. You can do this via your online presence through Facebook, Instagram, Twitter or website. The more you share the more people are likely to come and taste your goodness! We will also promote each trader as much as we can via our social media forums and blog.

Images provided by stallholders during the application process may be used by The Forage for promotion in print and online unless specified by the stallholder. Images will not be used from unsuccessful applications.

- n) **Stall Allocation** – Stalls will be allocated by The Forage team. We will do this with the best interests of each Vendor.

- o) **Deliveries** – All arrangements for deliveries required by the Vendor for their site shall be the sole responsibility of the Vendor. The Forage accepts no responsibility for the delivery, receipt or security of any deliveries.

- p) **Privacy Policy** - We have created this email privacy policy to demonstrate our firm commitment to your privacy and the protection of your information. Information you provide to The Forage will be treated in accordance with current Australian Privacy laws. If you received an email from us, you have been sought out via your online presence as a suitable vendor for The Forage. You will NOT be added to any mailing list without your prior approval. We respect your time and attention by controlling the frequency of our mailings. We use basic standard security measures to protect against the loss, misuse and alteration of your data in accordance with use by our system. We will never disclose your personal information without your advance permission or unless obliged by law to do so. Information submitted to The Forage is only available to employees managing this information for purposes of contacting you or sending you emails based on your request for information and to contracted service providers for purposes of providing services relating to your communications with you. If you receive an email from us it is because you have either joined our mailing list or been a previous stall holder at The Forage. If you would like to opt out of receiving these emails, simply email: [info@theforage.com.au](mailto:info@theforage.com.au) and state that you would like to be removed from these mailing lists.

- q) **Power Requirements** – If the Vendor requires power to run a stall/s, this must be included in the application form. The Forage will be supplying a generator to Vendors and will need to know how many power outlets are required along with wattage consumption.

**r) DECLARATION**

<b>I declare that all information supplied on this form is true and correct and there are necessary records and/or documentation to support this application form.</b>			
<b>Print name here:</b>			
<b>Signature:</b>		<b>Date:</b>	
<b>Forage use only</b>	<b>Amount Paid:</b>	<b>Type:</b>	<b>Receipt No:</b>

*To forage means to wander in search of food or provisions...*  
*Contact: Belinda – 0401 367 593*