

## **PAYMENT of stand fee constitutes acknowledge and acceptance of these terms and market rules**

As the vendor:

### **general terms**

- You will only sell merchandise as listed in your application
- You will not sell illegal or counterfeit merchandise
- You understand that in payment for your stand fee you are allowed non-exclusive and limited right to sell previously specified merchandise
- You may only trade once full payment has been made for your stand fee
- You accept that payment for stands is non-refundable
- You understand that the market reserves the right to allocate stand(s) and that you may not always be positioned in the same location
- You understand that the market can renew or refuse your application for further events for any or no reason
- You agree to comply with all the rules and regulations currently in effect, or as may be changed by the market or the venue and that you understand that your contract may be revoked/terminated for violations of these rules at any time

### **risk, loss, damage, insurance & indemnification**

- You assume sole risk of loss, theft or damage to merchandise and other personal property belonging to yourself while such property or merchandise is at the vendor stand, on the market premises or being stored by the venue
- You acknowledge that neither the market or the venue assumes any responsibility to insure the safety or to protect your merchandise from loss or damage caused by fire, weather, theft, accident or any other causes
- You acknowledge that the market and the venue have hereby advised you to purchase insurances in your own capacity for such losses
- You indemnify and hold the market and the venue (including but not limited to their partners, directors, officers, shareholders, managers, employees and its agent) harmless from any liability damage, cost or expense (including reasonable attorneys' fees and court costs) arising from (a) Vendor's use of or activities in or around Vendor's spaces (s) or the Market premises and/or (b) injury to persons or property resulting from any cause whatsoever including, but not limited to, any furniture or fixtures in Vendor's Space, or from Merchandise, other property or other items sold or exchanged by Vendor
- You cannot hold the market, management or venue responsible for unforeseen changes in circumstance (including but not limited to) weather or loadshedding resulting in non trade and carry overs, refunds or reimbursements will be under the strict discretion of the market organiser(s)

### **food or beverage vendors**

- You agree that as a stand offering food or beverage for consumption hereby confirm that you have the clearance, safety and trading licenses you require to trade at the market
- You acknowledge that although electricity/power may be made available to a trader the market does not take any responsibility for power outages regardless of their cause (including but not limited to circumstances like overdraw, power trips and loadshedding) and if alternative power sources are made available that traders will be required to reimburse the market.
- You acknowledge that the market will not reimburse costs or refund stall fees or part thereof if these outages occurs and results in non trade
- The market does encourage the use of batteries and gas as much as possible to avoid such unforeseen issues

### **acceptance of terms**

- You acknowledge that payment in full/part thereof the stand fee and/or signing the below constitutes you accept/understand this contract and it's contents

Signed and Agreed to By:

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PRINT NAME

SIGN

DATE and PLACE