

Jindivick Country Market Application Form

Set against a stunning backdrop, the Jindivick Country Market showcases the exceptional talents, fresh produce and quality products of the local area. With its community feel and social vibe it draws people from near and far to enjoy all Jindivick has to offer.

Dear Applicant,

Thankyou for choosing to apply to attend the Jindivick Country Market. Firstly, please read the attached Terms and Conditions and retain for your reference. Then, complete the application details below, attach the relevant documents to this application form and send to the Market Coordinator.

Email applications to countrymarket@jindivick.org.au or post to:

Jindivick Market Coordinator
c/o Jindivick General Store
Jacksons Track, Jindivick 3818

Alternatively you can also apply and if accepted pay online at www.jindivick.org.au/jcm

**Yearly Passes –
Save Money
Save your Spot
Save Time!**

Outside Pass: \$144

Inside Pass: \$184

Double Pass: \$216

Applicants Name			
Business Name			
Address			
Town		Post Code	
Email			
Mobile			
Stall and Product Description			
What other markets do you attend?			
<i>I understand and agree to abide by the Terms and Conditions as outlined by the Jindivick Country Market Committee.</i>			
Sign:			Date:

Jindivick Country Market Terms and Conditions

Aim: The Jindivick Country Market (JCM) aims to enrich the local community and promote local industry.

Applications:

Acceptance and non-acceptance of applications will be at the sole discretion of the Jindivick Country Market Committee. Applications are reviewed on many levels including the quality and uniqueness of your products and how it aligns with the Market's aim. We have a stallholder policy of a maximum of 2 'like' stalls with the decision made at the discretion of the committee regarding the stalls. This is to provide a fair and even market with products, respecting each individual stallholders' right to trade.

Stall locations are at the sole discretion of the Jindivick Country Market Committee.

Applications need to be returned complete with appropriate paperwork attached. Due to the limited number of stalls available, applicants must wait for confirmation of a successful application.

Market Days and Times:

Bump in – 7-8:30am

Ready to trade – 9am

Bump out - 1.15pm onwards. Cars are not permitted to move in the market area until after 1.15pm, unless otherwise approved by the JCM management.

The JCM runs the 1st Saturday of these 8 months Feb, March, April, May, Sept, Oct, Nov, Dec

Prices:

Yearly Outside Pass: \$144	Yearly Inside Pass: \$184	Yearly Double Pass: \$216
One off Outside: \$20	One off Inside: \$25	One off Double: \$30

Payment can be made online at www.jindivick.org.au/jcm or on Market Day.

Insurance:

Stall holders are required to have their own public liability insurance and proof of coverage must be provided on application. Please note that public liability insurance does not include loss or damage to your own personal property, products, stock and/or equipment that you may have at or near your stall. The JCM Committee is not responsible for any loss or damage and please ensure you have adequate insurance for yourself.

Vehicles and Equipment:

Vehicles are not permitted to move within the market area between 8.30am-1.15pm, unless otherwise approved by JCM management. Vehicles must be offsite by 8.30am, unless otherwise approved by JCM management. All stalls and equipment must be erected securely and weighted down.

Food Handling:

All consumable food and drink stalls need to provide a current copy of the Shire's Certificate of registration upon application. Also a copy of your statewide Registration of Temporary Food Premises Notification from your relevant Shire. These can be obtained from your local council health department. You are also required to submit a statement of trade to www.streatrader.health.vic.gov.au for each market day.

Weather:

As it is mainly an outside event, the JCM will run in all weather conditions, and please be prepared with your stall. However, in the event of a CFA issued "Code Red" day the market will not operate.

Code of conduct:

Stallholders must comply with all the terms contained in these regulations and must comply with any changes to the market regulations, or any relevant local government and other statutory laws and regulations.

Stallholders must report to the JCM management any incident or accident to any person or property that involves loss or could be expected to give rise to a claim. Stallholders must not cause damage, make alterations or additions, of any nature to, or carry out works of any nature to the market site property, and that, if any damage is caused, the costs of any repairs, making good or replacement are borne by the stallholder.

Stallholder Indemnity:

Without limiting the generality of any other provisions contained in these Terms & Conditions, the stallholder hereby indemnifies and holds the Jindivick Country Market (JCM) committee harmless from and against all claims for loss arising in connection with or in relation to:

- The Stallholder's occupation of the market;
- The sale or attempted sale of the products approved by the JCM committee, or any other products and services;
- Any injury or harm suffered by the Stallholder, its agents or employees;
- Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or part of any act or omission by the Stallholder;
- Any loss or damage to the Stallholder's property regardless of the cause of that loss or damage;
- The death of any person as a consequence, in whole or in part, of any act of omission by the Stallholder;
- Any breach of these Terms and Conditions by the Stallholder;
- Any legal costs in a full indemnity basis incurred by the JCM committee as a result of the Stallholder's breach of these Terms and Conditions;
- Theft or damage of products, equipment or goods under the control of the stallholder;
- Any journey by the Stallholder to and from the Market; or
- Damage or injury to any property or person.

Disclaimer:

The Stallholder acknowledges and agrees that the JCM committee makes no warranty or representation in relation to or in connection with the stallholder's occupation or use of the market. Without limiting the generality of this clause, the Stallholder acknowledges and agrees that the JCM committee has made no warranty or representation to or in connection with:

- The prospects of the Stallholder for selling products at the Market;
- The Stallholder's access to people visiting the Market or the access those people have to the Stallholder;
- The existence or number of products that will compete with the products for the attention of the prospective buyers;
- The existence or extent of services and/or facilities of any kind at the Market;
- The position within the Market that each stallholder will occupy;
- The suitability of the Market for any particular purpose or the existence of any latent or patent defect at the Market;
- The extent, if any, to which other visitors to the Market might interfere with the Stallholder's use of the Market;
- The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the EPM committee;
- The existence or extent of any security measures undertaken to protect the Stallholder, the Products and/or the Market against criminal activity; or
- The existence or extent of any security at the Market.

Termination

Any stallholders who do not adhere to these terms and conditions may forfeit any future rights to participate at the JCM regardless of any monies paid.