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MOSELBAAI

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Stalls APPLICATION/AGREEMENT (Total = 7 pages)

This entire document (Application and Agreement) consists of Parts A and B.

Part A represents an application to the Independent Entrepreneurs Association (I.E.A.) for stall space.

Part B represents an agreement that exists between the applicant and the I.E.A. once stall space for the specified time period has been granted. Once stall space has been assigned to an application, the status of applicant changes to that of stallholder and Both Part A and Part B become the complete agreement between the I.E.A. and the stallholder. All I.E.A. rules and regulations including all municipal rules and ordinances apply during all stall occupation times.

Part A: DIAS FESTIVAL (31 JANUARY – 2 FEBRUARY 2020)

APPLICATION FOR A STALL AND MEMBERSHIP IN THE MOSEL BAY MUNICIPAL AREA

IMPORTANT DATES: Closing date for Applications: Friday 22 November 2019

Allocation of stalls: Mainly at Santos Beach (Parking area extending into caravan park)

Very Important – Please Read!!!

All Inclusive cost: See page 2 of 7

- No faxed or E-mailed** application forms will be considered.
- Post or courier** your application form with photos or Photostats to the abovementioned postal address or hand in at OEV Office..
- An application with **colour photos or photostats** (No Cd's or E-mail photos) of your stall and products (Food wagons included) must be submitted simultaneously. Food waggons also need to supply the necessary certificates.
- The applicant** has to duly complete the application form in **block letters** in his/her own handwriting and duly sign it. The applicant is the eventual stallholder.
- No application without **photos or photostats** will be considered - no exceptions.
- No incomplete applications not duly signed will be considered.
- A selection committee (I.E.A/Mossel Bay Municipality) will consider all fully completed application forms received before or on the deadline date.
- The amount of stalls allocated to each product could be restricted due to demand.

1 Personal Particulars (Stallholder)

(A copy of your I.D. Document, Passport or control number must be attached hereto.)

Full Name: :

Surname:

ID No.

Street Address where physical permanently residing:

Are you a permanent resident in the Mossel Bay Municipal District: (YES/NO)

Postal Address:

Telephone no. Work : Code Number.....

(Day) Home : Code : Number.....

Cellphone:

Fax no. Code:..... Number:

E-Mail address

SA Citizen: YES/NO If no: State country of origin:

It might be required from you to furnish an affidavit about your permanent residence if necessary.

Very Important: Please Study

1. **CLOSING DATE FOR APPLICATIONS:** Applications close on Friday, 22 November 2019.
2. **CLOSING DATE FOR PAYMENT OF STALLS:** 2 January 2020.

3. **COST OF STALLS:**

R600 for single phase (10 Amp)

R800 for three phase

NOTE: If paid cash, an extra R30.00 cash handling fee must be paid with the R600/ R800.

4. **TRADING HOURS**

Food stalls as well as other exhibitors may prepare their stalls from 14:00 on the Thursday for trading from Friday.

Friday: You can arrive on site at 10:00, but trading is compulsory from 13:00 to 18:00 (or 23:00, if so preferred).

Saturday: Trading compulsory from 09:00 until 18:00. May, however, trade until 23:00 if so preferred.

Sunday: Trading compulsory from 09:00 until 14:00.

5. **ALLOWANCE OF VEHICLES ON SITE**

Vehicles will only be allowed to enter the closed market between 08:00 and 08:30 daily to offload stock. No vehicle will be permitted to enter between 08:30 and 18:00. Only persons who do not wish to trade later than 18h00 will be allowed to bring a vehicle on site to remove stock. The I.E.A officer will have the final say if any vehicle will be permitted on the festival grounds or not.

6. **STALL SIZE:** 4 x 4 m.

7. **DOUBLE STALLS:** May be allocated at double the cost of one stall.

8. **Only open-air stalls available** – No marquee tents.

9. **Electricity:** A refundable deposit of R200 will be collected from you at arrival after which an electrical plug will be handed to you which will have to be returned after the festival.

10. **Sleeping over on the festival ground:**

Nobody will be allowed to overnight under any circumstances. The festival grounds must be totally vacated by 23:00 daily after which the police will start patrolling.

11. **Sunday 2 February 2020 – Vacation:**

The festival area must be vacated in total within 2 hours after the festival came to an end (Latest Sunday at 16:00). Your stall, stock as well as vehicles must be off the premises.

12. **All compliments** (as well as complaints) must please be forwarded to the I.E.A Secretary at 044-695 2331 (Weekly from Mon –Thurs: 09:00 - 15:00).

2. **Final allocation is the prerogative of the selection committee.**

3. **Supply of Electricity**

Do you need electricity: **(Yes() / No ())?**

Indicate - 10 amp power point, or 3 phase power point (Only limited amount available):
(Single Phase / 3 Phase)?

Please note: In case of 3 Phase power not being available, only single Phase will be supplied. Please note that trading hours will take place after sunset, please arrange for additional lighting you may require.

4. **Food stalls**

Each food wagon (Including ice cream) must furnish and attach a copy of a gas certificate issued by a trader in gas with the registration number of the food wagon and number of gas points present and inspected mentioned on it if gas is to be used. **Please note:** According to health and safety regulations only 1 x 19kg OR 2 x 9kg gas cylinders may be present on a stall at any one time. The gas cylinder quantity present on a stall includes empty gas cylinders.

Keeping empty gas cylinders in storage is more dangerous than full gas cylinders.

A Fire Extinguisher Certificate/s applicable to fire extinguisher/s on hand, as well as a Business certificate from Mossel Bay Municipality is to be attached to the application. A Business certificate from any other Municipality is valid and will be acceptable to the I.E.A provided that the vehicle registration of the food wagon appears on the certificate.

Any certificates without the "food wagon" vehicle registration will not be valid or acceptable for use by the I.E.A. for I.E.A purposes.

5. **Product Details:** Which products would you like to sell?

Remember to include photos or photostats (preferably in colour) - selection is done by taking visual material into account - add more pages if necessary – **(No etcetera!)** would be acceptable. Remember - you would only be allowed to sell each product approved for sale.

(Attach separate page if required)

5.1 Please indicate the number of stalls requested one two

6. **General**

6.1 Please indicate years approved to exhibit at Dias Festival and if you attended: 2012 2013, 2014, 2015, 2016, 2017, 2018 2019 Yes/No

6.2 Late applications will only be considered if stall space happens to be still available.

6.3 After a stall has been allocated to you the Agreement (**Part B**) which forms part of this application becomes applicable. An indemnity also forms part of such documentation. Payment of all moneys with regard to a deadline date determined by the IEA becomes payable as soon as you are informed that stall space has been allocated to you. Failure to pay the total applicable amount by the deadline date would result in you forfeiting your allocated stall space in which case it would be allocated to somebody else. No amount would be refunded after the deadline date of 2 January 2020.

6.4 **Allocation/results**

Applicants have no right to allocate space for themselves. All allocations would be done by the IEA Selection Committee who would do allocations according to product and space available. By signing this application form it should be understood that you accept the decision by the IEA Selection Committee (Positive or Negative) as final. Although an effort could be made to furnish reasons telephonically, no correspondence in this regard would be entertained.

- 6.5 **Important: Stalls must trade for the full duration of the festival : 31 January – 2 February 2020.**
- 6.6 **Structures.** Structures will be allowed to remain on the terrain for the duration of the festival at owners own risk. Security might be in place but it is not a given or to be demanded.
- 6.7 The stallholder is at all times responsible for the behaviour of his/her staff/employees.
- 6.8 Your stall number / reference number as well as full particulars are to be mentioned on all slips and correspondence after successful selection.

The I.E.A and/or Mossel Bay Municipality does not guarantee the quality of any stall space allocated and accepts no responsibility in case your product approved do not sell.

6.9 Copyright/Trademarks

The onus is absolutely on each stallholder to ensure that no illegal products are sold or displayed on his stall. The IEA will under no circumstances accept any responsibility for any possible offence in this regard if such an offence should become applicable.

6.10 Indemnity:

I hereby indemnify the “Independent Entrepreneurs Association”, as well as the Mossel Bay Municipality from any claims whatsoever.

7.1 Undertaking (Must be signed)

I declare that all information provided in this application/agreement is true.

I understand and accept all the abovementioned conditions.

Signature:

Name (Initials and Surname - Please Print)

Date:

ENQUIRIES Direct your urgent enquiries weekly during office hours (8am – 3pm) to:

The IEA Secretary Cell phone no.: 072 837 8803

The IEA office can be visited / contacted daily from Mon -Thurs between 08:00-15:00

Office: landline / Fax: 044 – 695 2331

This Application is also available in Afrikaans

Banking Details:

Bank:ABSA Branch:Mossel Bay Branch Number:635005 Account Number:4080057702

Please note: Payment for stall space is only to be made after notification by the I.E.A in this regard. Please ensure that your stall number, initials and surname is noted when payment made at the bank in order for us to update our records as soon as possible and to secure exhibiting space for you.

PART B: AGREEMENT

- A. Agreement as entered into by the Independent Entrepreneurs Association (I.E.A.) of Mosselbay and the Undersigned Displayer/Stallholder.
Note: For all purposes of this agreement, mentioning of the I.E.A Mossel Bay also includes the Mossel Bay Municipality.

<p>Name of Stallholder (Here-in after referred to as "The Displayer") Complete!</p> <p>Mr/Ms</p> <p>The stallholder chooses the following address as his/her <u>Physical Residential Address</u> :</p> <p>.....</p> <p>.....</p>

If two or more persons as displayers sign this agreement (minors) they will jointly and singly take full liability for proper conduction of their responsibilities concerning this agreement.

For the purpose of this agreement any reference to the displayer/stallholder or any like references in any other documents that apply to the IEA or Municipality will be in either the singular or plural.

This agreement concerns the taking of notice and abiding by the rules and regulations as laid down and stipulated.

- B. The original application for a stall and membership, together with this agreement form a unit. All 7 pages form this unit. As such both have to be completed in full and duly signed by the displayer before the allocated stall space comes into force.

1 Whenever the word "displayer" is used it also includes any personnel employed by the stallholder. No stallholder obtains any vested interest except a temporary conditional right for the specific period (From 31 January 2019 to 2 Feb 2020) at and applicable to any available exhibiting space allocated or supply of electricity at any available supply point and accept absolutely that their allocation of stall space at any applicable exhibiting area is the absolute prerogative of the I.E.A. management/ Mossel Bay Municipality. No claim can be made to any specific or any exhibiting space whatsoever.

1.1 Failure to effect full payment on or before the 1 January 2019 and without any contrary agreement with the I.E.A in place, the application will be cancelled without further notice. The stall space will then be allocated to another applicant. When a displayer cannot or does not want to make use of his stand, the stand will revert back to the I.E.A and given to someone else. Sub-letting will not be tolerated under any circumstances.

1.2 Only products approved as per the original application or by special permission from the I.E.A Committee may be offered for sale, may be sold from your stall or may be delivered from your stall. No other items/products not approved may be sold from your stall to other stallholders or to the public or delivered to anybody. No orders for products not approved may be taken from your stall by anybody. The I.E.A reserves the right to remove any product, which in its discretion, permission for sale purposes has not been obtained.

1.3 The I.E.A/ Mossel Bay Municipality does not in any way guarantee the quality of any stall space allocated. The onus is entirely on the displayer to make sure before the start of the season exactly where his stand is situated. The I.E.A does not in any way accept responsibility if the approved products do not sell on the stall space allocated.

1.4 The displayer or his/her personnel (the displayer is at all times responsible for the actions and behaviour of his employees) undertake not to Park any vehicle/s in front of his/her stall or in front of anybody else's stall.

1.5 Business hours: See Page 2 of 7. Traders may trade until 23h00 if so desired but no trading will be allowed after 23h00. Stalls and/or contents may be left on site entirely at owners own risk.

1.6 The displayer undertakes to adhere to the stipulated trading hours as laid down and not to pack up earlier without due cause.

1.7 No pets are permitted on the stands.

1.8 The I.E.A reserves the right, after allowing the displayer/s time to argue in his/her defence, to expel him/her at its discretion, for bad conduct or for not adhering to the rules and regulations as laid down. In this event the stall will revert back to the I.E.A with the understanding that no monies will be refunded.

1.9 In the event of any dispute arising the displayer agrees to accept an I.E.A committee decision as final and binding.

1.10 All displayers and their personnel undertake not to consume any liquor during trading hours. The use of drugs is also not permitted. Contravention in this regard will lead to immediate cancellation and evacuation of stall space.

1.11 Nobody will at any time use foul language, either to his/her fellow displayer or to any member of the public..

1.12 Any violent action, such as fighting or the use of a weapons or intimidation either to the public or a fellow displayer will not be tolerated. Each stallholder must confine him/herself to his/her own exhibiting space and may in no way be prescriptive to anybody or any other stallholder or interfere with such stallholders. Each stallholder has the right to trade in peace without interference from any other stallholder/s. No stallholder has the right to disturb harmony between other stallholders or through his/her actions make life difficult for any other stallholder/s. The I.E.A. ha a grievance procedure in place. Deviation from the aforementioned will be viewed in a serious light. The I.E.A. management has the prerogative to decide on necessary action for example if a warning would be sufficient, or a decision to be put in place or if applicable transgression justified disciplinary action.

1.13 Every displayer is responsible for the hygiene and the tidiness of his/her stall. Stall space must be left in a clean and neat condition at the end of every trading day. It is prohibited to leave anchor material (Stone, sandbags etc.) on your stall space or on anybody else's stall space .

1.14 Each Displayer undertakes to keep to the boundaries of his/her allocated space. Transgressions will be viewed in a serious manner.

1.15 No displayer may under any circumstances use the stall for camping or overnight purposes whatsoever.

1.16 The weather in Mossel Bay can be unpredictable. No refunds due to bad weather will be considered.

1.17 The displayer undertakes to adhere to and honour all rules and regulations as laid down by the I.E.A as well as the Municipal authority. The I.E.A Constitution forms and integral part of the rules that are in place. The I.E.A reserves the right to change any rules, regulations or arrangements that are in place after members have been duly notified in writing of such an intention. Such changes made will afterwards be considered binding on all members and displayers.

1.18 **INDEMNITY TO I.E.A and Mossel Bay Municipality:** Exhibiting would at all times be at the risk of the successful displayer. Neither the I.E.A or Mossel Bay Municipality in anyway accepts responsibility for injuries, loss or damage. The Displayer hereby indemnifies the I.E.A as well as Mossel Bay Municipality from any claims what so-ever.

1.19 **Indemnity – Electricity**

Every approved stallholder to whom the use of temporary provisional use of electricity has been allocated must complete a separate indemnity for, and before every Dias Festival in favour of the I.E.A and the Mossel Bay Municipality and duly sign such document before electricity would be made available for use. Failure to sign this document would result in electricity not being made available to a stallholder.

1.20 **Your Deposit Slip:** Bring the original document with you as it must be shown to the I.E.A official before stall space can be occupied.

1.21 **Right of Admission Reserved:** I.E.A. exhibiting space allocated is situated on public ground. Right of admission concerning anybody may under no circumstances be reserved. Any problem in this regard must be reported to the I.E.A. Officer immediately.

1.22 **Rundown of Products Offered For Sale By other Exhibitors:** It could be seen as harmful business practice to intentionally damage the image of other operators towards the general public or anybody available who cares to listen. If you are aware of a possible problem which you feel should be addressed and you are in possession of the necessary evidence then only the I.E.A. officer should be contacted in this regard.

Malicious gossip disturbs harmony.

1.23 **TOTAL AMOUNT PAYABLE BY YOU::**

ALL FEES:

The amount due for payment must be deposited directly into the undermentioned I.E.A bank account at FIRST NATIONAL BANK.

Please!!

DIAS FESTIVAL, INITIALS AND SURNAME MUST CLEARLY BE WRITTEN IN THE REFERENCE SPACE ON THE DEPOSIT SLIP

Banking Details:

Bank: ABSA

Branch: Mossel Bay

Branch No. 635005

Account Number: 4080057702

1.24

VERY IMPORTANT:

Before you commence trading please ensure that you have collected your receipt (proof of payment) from the I.E.A Mobile Office onsite. If you commence trading without this receipt the Traffic Department HAS the right to remove you from your stand.

Bring your original deposit slip with you.

INDEMNITY FOR MOSSEL BAY MUNICIPALITY

THE FOLLOWING IS ADDITIONAL TO THE AGREEMENT

- 1. The Municipality retains the right of free access, without prior notification if necessary, to the area for as many of its officials or workers as may be deemed necessary, for the purposes of inspection or repairs to either the area or to any of the services that are situated in/on/under the area. The Municipality is not responsible for any loss or damage that may occur as a result of the execution of any work having to be done either to the moving of any structures or interruption of any trade.
- 2. **The Municipality will also not be responsible for any of the following:**
 - 2.1 Any loss or damage to personal belongings or stock belonging to the lessee.
 - 2.2 Any injury or loss of life to any person as a result of any activity that may take place on the area hired by the lessee.
 - 2.3 Any damage of loss that may result from any interruption of any municipal service under/nearby/on the hired area or any damage/loss that may occur due to leaks, storms, hail or any other acts of nature.
- 3. **The Lessee Undertakes:**
 - 3.1 To ensure that any structure, article or equipment that is situated on the stand and that forms part of the stall is placed with the necessary expertise and care so that it constitutes no risk of danger that may result in any injury, damage or death to any person or persons.
 - 3.2 The lessee undertakes, on the signing of this contract, to release the Municipality, and to honour this release, against any and all steps, claims, compensation and costs that are levied or brought against the Municipality, or against any compensation that the Municipality or any person in its employ or person acting on its behalf, may pay or agree to as a result of any negligence of its part as the Lessor.

I, the undersigned stallholder hereby declare that I studied the Application (Part A) and the Agreement (Part B) as well as the I.E.A Rules and Regulations, and agree to abide by it.

STALLHOLDER: FULL NAME:
(Displayer)

SURNAME:.....

I.D. NUMBER

Signed at on this day of 2019/2020.

Witnesses: 1 2

.....
SIGNATURE

I.E.A

Signed at Mossel Bay on thisday of.....2019/2020.

Witnesses: 1 2

On Behalf of the I.E.A.