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MOSELBAAI

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Stall APPLICATION/AGREEMENT (Total = 7 pages)

Great Brak River Outspan Market with Mossel Bay Municipality as principal is controlled and manage by the Independent Entrepreneurs Association (IEA) of Mossel Bay.

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

Part A represents an application to the OEV for stall space and membership for the time period for which application applies to.

Part B represents an agreement that exists between the applicant and the OEV 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 OEV and the stallholder. All OEV rules and regulations including all municipal rules and ordinances apply during all stall occupation times.

Part A – GREAT BRAK RIVER OUTSPAN MARKET - 1 July 2017
APPLICATION FOR A STALL AND MEMBERSHIP IN THE MOSSEL BAY MUNICIPAL AREA

Exhibiting area: Park opposite Spar (150 Charles Street) – Great Brak River

Exhibiting days: Usually every Saturday of each new month or otherwise if so planned

Very Important – Please Read!!!

1. **No faxed or E-mailed** application forms will be considered.
2. **Post or courier** your application form with photos or Photostats to the abovementioned postal address.
3. **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. Where food wagons are concerned all the necessary certificates must be attached to the application.
4. **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. Only one applicant per stall is allowed.
5. **No application without photos or Photostats** will be considered - no exceptions.
6. **No incomplete** applications not duly signed will be **considered**.
7. A **selection committee** will consider all fully completed application forms received.
8. Allocations are subject to availability.
9. The **amount of stalls** allocated to each product could be restricted due to demand.
10. The furnishing of **false information** could lead to lifelong suspension.

1. Personal Particulars (Stallholder)

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

Full Name:

Surname:

ID No.

Physical permanently residing Street Address:

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

Postal Adress:.....

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.

Signature: _____

VERY IMPORTANT – PLEASE STUDY!!!

- (1) **Exhibiting space:**
Each exhibiting space is 3 x 3 meter in size (9 square meters in total). In accordance with IEA rules and regulations including those of Mossel Bay Municipality no exhibitor will henceforth be allowed to exhibit on any available space except on officially marked stall spaces. The Market Co-ordinator will have the final decision in this regard. Only officially marked exhibiting areas may therefor henceforth be utilized for exhibiting purposes. Nobody will be allowed to exhibit on any area except on approved pre-marked exhibiting spaces. Please give your co-operation in this regard. Every exhibitor may also only trade within the boundaries of his/her allocated exhibiting space/stall – No Transgression – to the sides, at the back or to the front will be tolerated. No advertizing material may be placed in front of any stall space. Movement at the market is already restricted. Transgression of the above will be viewed in a serious light.
- (2) **Parking:**
Nobody will be allowed to park inside the official market area. Please park your vehicles outside on legally correct parking spaces.
- (3) **Important:**
3.1 You have to be on your exhibiting space not later than 08h00 on any market day. **Nobody will be allowed to enter after 08h00.**
3.2 **Stall Fee** - Your stall fee must be paid before 9:00 on any market day in person to the market co-ordinator,
3.3 **The market closes strictly at 13h00.**
3.4 **The market must be vacated in total by 14h00.**
3.5 **Nobody may enter or leave the market area between the hours of 08h00 and 13h00.** If you run out of stock or for any other reason you would still be required to stay till 13h00. Moving people combined with moving vehicles is a dangerous recipe. The bovementioned is not negotiable. Only the Market co-ordinator can decide in case of bad weather to close the market in total or not. Either everybody leave or everybody stays. Random vacating of spaces won't be allowed.
- (4) The Secretary of the IEA has officially been appointed as Market Co-ordinator for the Great Brak River Outspan Market - It is part of her job description. Please note that the rules and regulations are not made by her. It is her job to make sure that everybody, in order to maintain good discipline, keep to it and respect it. Please treat her with the necessary respect and support her. Orders given by her are orders given by the IEA Management Committee. Non compliance will be viewed in a serious light.
- (5) **Market days –** A program with market days for a year at a time will always be available from the market co-ordinator.

PLEASE NOTE: Attendance: Seasonal Market Days: The first market day in every new month is compulsory. Other days in the same month are optional.

- (6) **Attendance:**
In accordance with an IEA Management decision from 16 August 2012 will any exhibitor henceforth forfeit his allocated exhibiting space (irrespective of how long the market has been attended to in the past) if such a person should neglect to attend the market for two consecutive beginning of the month market days. The Market Co-ordinator must be notified every time in advance if absence would be applicable on any market day.

Signature: _____

5.2 **Allocation/results**

Applicants have no right to allocate space for themselves. All allocations would be done by the IEA Selection Committee and/or Market co-ordinator who would do allocations according to product and space available. By signing this application form it should be understood that no rights have been attained yet. You also accept that the decision by the IEA Selection Committee and/or Market co-ordinator (Positive or Negative) is final. No correspondence in this regard would be entertained. Although an effort could be made to furnish reasons telephonically, no correspondence in this regard would be entertained or be applicable.

5.3 **Important – Exhibiting space and Electricity**

Photos or Photostats have to be included every time with every application otherwise such an application would not be considered by the Selection Committee. Nobody can ever acquire a right to a permanent stall or stall space. Furthermore – Nobody can ever acquire any rights whatsoever to any electricity points

5.4 **Return of photos or Photostats**

Please enclose a franked envelope if photos/Photostats are to be returned.
The IEA does not guarantee the quality of any stall space allocated and accepts no responsibility in case your product approved do not sell.

5.5 **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.

Indemnity

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

5.7 In case of stall space being allocated to me on a continuous basis I hereby undertake to inform the Market co-ordinator by sms, e-mail or telephone of the days when I cannot attend a market day.

6. **Undertaking** (Must be signed)

I hereby declare that all information furnished by me in this application/agreement is true and correct. I understand and accept all the abovementioned conditions.

Signature:

Name (Initials and Surname - Please Print)

.....

Date:

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

To:

The IEA Secretary Cell phone no.: 072 837 8803

The IEA office can be visited / contacted weekly from Monday to Thursday between 08:00 and 15:00.

Office: landline / Fax: 044 – 695 2331

This Application is also available in Afrikaans

Signature: _____

PART B: AGREEMENT

A. **Agreement as entered into by the Independent Entrepreneurs Association (I.E.A.)** of Mosselbay and the Undersigned Displayer/Stallholder.

<p><u>Name of Stallholder</u> (Here-in after mentioned as "The Displayer") Complete!</p> <p>Mr/Mrs/Miss</p> <p>The stallholder/s choose as his/her/their <u>Physical Residential Address</u> as the following address:</p> <p>.....</p> <p>.....</p>
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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. If, by special permission, more than one person is the "stallholder" each person must complete and sign this agreement. 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 7x 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. No stallholder obtains any vested interest except a temporary conditional right for a specific holiday period at and applicable to any available exhibiting space allocated or supply of electricity at any available supply point and accept absolutely that allocation of stall space is the absolute prerogative of the I.E.A. management. No claim can be made to any specific or any exhibiting space whatsoever.

- 1. Whenever the word "displayer" is used it also includes any personnel employed by the stallholder.
- 1.1 Failure to effect any payment and without any prior agreement with the I.E.A in place, stall space allocated 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 be 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 does not in any way guarantee the quality of any stall space allocated. The onus is entirely on the displayer to make sure 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 and his personnel (the displayer is at all times responsible for the actions and behaviour of his employees) undertake not to park any vehicle/s inside the official market area. All vehicles are to be parked on legally correct parking spaces.
- 1.5 **Important:**
 - 1 You have to be on your exhibiting space not later than 08h00 on any market day. **Nobody will be allowed to enter after 08h00.**
 - 2 **The market closes strictly at 13h00.**
 - 3 **The market must be vacated in total by 14h00.**
 - 4 **Nobody may enter or leave the market area between the hours of 08h00 and 13h00.**

5. **Payment must be made in person to the market co-ordinator before 09:00 on any market day.**

If you run out of stock or for any other reason you would still be required to stay till 13h00. Mixing people and moving vehicles is a dangerous recipe. The abovementioned is not negotiable. Nobody is expected to trade in inclement weather e.g. windy or rainy conditions – however - only the Market co-ordinator can decide in case of bad weather to close the market in total or not. Either everybody leave or everybody stays. Random vacating of spaces won't be allowed.

- 1.6 The displayer undertake 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. (No exceptions will be allowed).
- 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 or that of the Market Co-ordinator 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. Such behaviour will call for immediate disciplinary action.
- 1.12 Any violent action, such as fighting or the use of a weapon or intimidation either to the public or a fellow displayer will result in immediate dismissal from the I.E.A. 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. Any problems must be reported directly to the market co-ordinator and not be directly taken up with another stallholder/s. Deviation from the above 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 All structures, trailers and food wagons must be removed immediately in their entirety after each market. Each stallholder has to provide his/her own temporary structure (gazebo, food wagon etc.) Each stallholder must either trade from under or out of an approved structure. Such structure used must be neat in appearance. Nobody will be allowed to trade in the open on any stall space allocated. No permanent structures are allowed. The onus is on each and every stallholder to provide his/her own temporary structure and to keep it in a presentable condition so that it can contribute and enhance the general appearance of the market.
- 1.14 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 leave anchor material (Stone, sandbags etc.) on your stall space or on anybody else's stall space for that matter. Everything must be removed daily. Exhibiting space after vacation must be left in clean condition.
- 1.15 Each Displayer undertakes to keep to the boundaries of his/her allocated space. Transgressions will be viewed in a serious light. Each exhibiting space is 3 x 3 meter in size (9 square meters in total). In accordance with IEA rules and regulations in place including those of Mossel Bay Municipality no exhibitor will henceforth be allowed to exhibit on any available space except on officially marked stall spaces. The Mark Co-ordinator will have the final decision in this regard. Only officially marked exhibiting areas may therefor henceforth be utilized for exhibiting purposes. Nobody will be allowed to exhibit on any area except on approved pre-marked exhibiting spaces. Please give your co-operation in this regard.

Signature: _____

Every exhibitor may also only trade within the boundaries of his/her allocated exhibiting space/stall – No Transgression – to the sides, at the back or to the front will be tolerated. No advertisement material may be placed in front of any stall space. Movement at the market is already restricted. Transgression of the above will be viewed in a serious light.

- 1.16 No displayer may under any circumstances use the stall for camping or overnight purposes
- 1.17 The weather in Mosselbay can be unpredictable. No refunds due to bad weather will be considered.
- 1.18 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.
- 1.19 **INDEMNITY:** Exhibiting would at all times be at the risk of the successful displayer. Neither the I.E.A nor Mossel Bay Municipality accept in any way responsibility for injuries, loss or damage. The Displayer hereby indemnifies the I.E.A as well as Mossel Bay Municipality from any claims whatever.
- 1.20 **Indemnity – Electricity**
Every approved stallholder to whom the use of temporary provisional use of electricity has been allocated must complete a separate indemnity form applicable to every market day 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.
- 1.21 **Electricity:** No Stallholder ever obtains an inherent right to use electricity. Electricity use is a temporary conditional right for a specific period as allocated. Tariffs for the use of electricity are determined by the I.E.A management. In case of electrical problems where the cause of the problem can be attributed to the stallholder and his equipment such stallholder would be liable for the electrician and the repair costs - otherwise such repairs would be for the I.E.A. account.
Exhibiting Space with electricity supply available is for those who need electricity supply and to whom electricity can be supplied to. In case of such a person or persons to whom exhibiting space with electricity supply has been allocated elect to make use of gas or an inverter with batteries instead of direct electricity supply, such exhibiting space can be taken away from them and be re-allocated to somebody who needs direct electricity supply. In case of somebody notifying the I.E.A in advance of the intention not to make use of direct electricity supply available alternative exhibiting space can be allocated to such a person if available. Any allocation of any electricity supply is vested in the absolute discretion of the I.E.A management. No dispute in this regard will be entertained.
- 1.22 **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 Market Co-ordinator immediately.
- 1.23 **Rundown of Products Offered For Sale By other Exhibitors:** It could be seen as harmful business practise 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 market co-ordinator should be contacted in this regard. Malicious gossip disturbs harmony.
- 1.24 Each and every exhibitor present at any market day must be in possession of a valid receipt issued by the Mark Co-ordinator. Nobody may occupy any exhibiting space without a receipt.
- 1.25 **Smoking, Drugs & Liquor Prohibited:** In accordance with the law (Government Notice R264 of 30 March 2012 as amended “ Tobacco Products Control Act,1993 (Act No. 83 of 1993)) Smoking any tobacco product is prohibited at any outdoor event attended by people (Markets included). No person may smoke any tobacco product in any public place! You as a stallholder are hereby prohibited to smoke any tobacco product in your stall, in front of somebody else’s stall or within 10m of any exhibitors stall. 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.
- 1.26 The displayer undertakes to adhere to and honour all rules and regulations as laid down by the I.E.A as well as the Mossel Bay Municipality. 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.
- 1.27 **Slander:** The I.E.A will act ruthlessly against anybody who publicly insults the I.E.A as a body, any member of the I.E.A Committee, any member of Mossel Bay Municipality or worker of Mossel Bay Municipality in any way at any place by instituting disciplinary action or where warranted take legal action in accordance with the laws of South Africa in place.
- 1.28 **All Foodstalls:** (Including Biltong, sweets, cake, coffee etc.) – Anybody working with or serving unsealed products to be consumed by mouth must wear appropriate headgear at all times to prevent hair etc. falling into consumables. Suitable headgear to properly cover the head is required. The stipulations in Government Gazette No: R962 from 23 November 2012 – Foodstuffs, cosmetics and disinfectants act, 1972 (act 54 of 1972) will at all times be applicable.

Signature: _____

INDEMNITY FOR MOSSELBAY 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 aton this day of20..

Witnesses: 1..... 2.....

I.E.A

Signed at Mosselbay on thisday of.....20...

Witnesses: 1..... 2.....

On Behalf of the I.E.A:.....

Signature: _____