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MOSSELBAAI

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Stall APPLICATION/AGREEMENT (Total = 7 pages)

Great Brak Market with Mossel Bay Municipality as principal is controlled and managed 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 IEA (Independent Entrepreneurs Association) 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 IEA 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 IEA and the stallholder. All IEA rules and regulations including all municipal rules and ordinances apply during all stall occupation times.

Part A – GREAT BRAK MARKET

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 (holiday periods) : **Very Important – Please Read!!!**

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.

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 waggons are concerned all the necessary certificates must be attached to the application.

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.

No application without photos or Photostats will be considered - no exceptions.

No incomplete applications not duly signed will be **considered**.

A **selection committee** will consider all fully completed application forms received. Allocations are subject to availability.

The **amount of stalls** allocated to each product could be restricted due to demand.

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 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) **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 therefore henceforth be utilized for exhibiting purposes. Nobody will be allowed to exhibit in any area except on approved pre-marked exhibiting spaces. Please give your cooperation 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 advertising 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 and attract consequences.

(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 in your exhibiting space no later than 08h00 on any market day.

Nobody will be allowed to enter after 08h00.

3.2 **Stall Fee** - Your stall fee must henceforth every time be paid for two consecutive months in advance via provided credit facility to the market coordinator when due. Cash from a security point of view will not be accepted any more. If you are suppose to exhibit and you are absent for some or other reason then stall fee paid for one month will be forfeited. If you elect to be absent for two consecutive compulsory market days space allocated to you will be forfeited. The Market stall coordinator might accommodate you at a different exhibiting space if available otherwise you will have to wait in line again. Stall fee due must be paid before 9:00 on any market day in person to the Market Coordinator,

3.3 **The market closes strictly at 14h00.**

3.4 **The market must be vacated in total by 15h00.**

3.5 **Nobody may enter or leave the market area between the hours of 08h00 and 14h00.** If you run out of stock or for any other reason you would still be required to stay till 14h00. Moving people combined with moving vehicles is a dangerous recipe. The above mentioned is not negotiable. Only the Market coordinator can decide in case of bad weather to close the market in total or not. Either everybody leaves or everybody stays. Random vacating of spaces won't be allowed.

(4) The Secretary of the IEA has officially been appointed as Market Coordinator for the Great Brak 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, keeps to it and respects 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 coordinator.

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 Coordinator must be notified every time in advance if absence would be applicable on any market day.

(7) **CHANGES** :Any changes approved by the IEA management Committee will when applicable be conveyed to you by the Market Coordinator who will subsequently also ensure that such changes are complied to.

2. **Supply of Electricity (Important) – Please Indicate**

Do you need electricity: **(Yes/ No) ? Only Single Phase available**

Note: Electricity supply available is restricted and cannot be made freely available. The use of any loose electrical cables over any walkway is strictly prohibited.

Note: **The use of power generators are prohibited.** (No Exceptions) Sub-letting of electricity allocated is also not allowed. Electricity tariffs applicable from time to time will be determined by the IEA committee.

Note: Important – Each person/stallholder who wishes to make use of available, temporary, conditional electricity supply for a specific period must duly sign an indemnity form applicable to such a period in favour of Mossel Bay Municipality as well as the I.E.A in which both parties are indemnified as such. No electricity, even if available will not be available to anybody if such a required document is not duly signed and in place. No exceptions what so-ever.

It is the absolute prerogative of the I.E.A to allocate or withhold electricity supply available. No dispute in this regard will be entertained.

3. **Food stalls (Food court or elsewhere if and when applicable).**

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.

4. **Product Particulars: Which products would you like to sell** - Furnish a complete list underneath. **Remember to include photos or photostats (preferably in colour)** -

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 Coordinator by "watsup", 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 above mentioned conditions.

Signature:

Name (Initials and Surname - Please Print)

.....

Date:

ENQUIRIES Direct your enquiries weekly during office hours (8am – 3pm)(Tuesday to Friday) To:
The IEA Secretary Cell phone no.: 072 837 8803
The IEA office can be visited / contacted weekly from Tuesday to Friday between 08:00 and 15:00.

This Application is also available in Afrikaans

Signature: _____

PART B: AGREEMENT



in any way accept responsibility if the approved products do not sell on the stall space allocated.

A.

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

Name of Stallholder (Here-in after mentioned as "The Displayer") Complete!

Mr/Mrs/Miss

1.6

The stallholder/s choose as his/her/their Physical Residential Address as the following address:

1.7

.....

1.8

.....

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.

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.

Whenever the word "displayer" is used it also includes any personnel employed by the stallholder.

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.

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.

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

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 in legally correct parking spaces.

Important:

- 1 You have to be in 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 14h00.**
- 3 **The market must be vacated in total by 15h00.**
- 4 **Nobody may enter or leave the market area between the hours of 08h00 and 14h00.**

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 14h00. Mixing people and moving vehicles is a dangerous recipe. The above mentioned is not negotiable. Nobody is expected to trade in inclement weather e.g. windy or rainy conditions – however - only the Market coordinator can decide in case of bad weather to close the market in total or not. Either everybody leaves or everybody stays. Random vacating of spaces won't be allowed. The displayer undertakes to adhere to the stipulated trading hours as laid down and not to pack up earlier without due cause.

No pets are permitted on the stands. (No exceptions will be allowed).

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

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. 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.

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.

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 structures 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.

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 for that matter. Everything must be removed daily. Exhibiting space after vacation must be left in clean condition.

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 therefore

henceforth be utilized for exhibiting purposes. Nobody will be allowed to exhibit in any area except on approved pre-marked exhibiting spaces. Please give your cooperation 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 advertising 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.

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

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

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 an 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.

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.

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.

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.

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 Coordinator immediately.

Rundown of Products Offered For Sale By other Exhibitors: It could be seen as harmful business practises 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 coordinator should be contacted in this regard. Malicious gossip disturbs harmony.

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. **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.

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 an 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.

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.

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.

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 or 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..

Witness: 1.....

I.E.A

Signed at Mossel Bay on thisday of.....20...

Witness: 1.....

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

Signature: _____