



## Market Terms and Agreement

Please read the following terms and condition carefully as it contains important information entering into a Market Agreement as well as for Terms for Market Day. By submitting your Expression of Interest, you agree to these terms and conditions. Please ensure if you have someone assisting you on the day, that they have read & understood these requirements and by you submitting this agreement, you are agreeing on their behalf they will also be bound by these terms.

**Date:** Saturday 26<sup>th</sup> April 2025

**Stall trading times:** 8.30am-1.30pm

**Location:** 89 Queen Street, Marburg QLD

### INSURANCE AND RELEVANT LICENSING

By submitting this EOI you are agreeing you hold all necessary licensing for your stall. A copy of your Public Liability Insurance must be submitted with this EOI – you will not be able to submit without this document. If you submit the wrong document, it cancels and nullifies your submission and you will need to resubmit.

### STALL HOLDER FEE PAYMENT AND STALL INFORMATION

An invoice for the non-refundable full stall holder fee of **\$80** will be emailed to you and payment terms are strictly seven days. Failure to pay your stall holder fee by this date will void your application and stall holder position.

Each stallholder will be provided with an empty, unpowered, 3 x 3m site. It is your responsibility to provide a gazebo, any tables and equipment required to run your stall. For safety reasons, all gazebos need to be secured with pegs/sandbags. A stallholder map will be provided prior to the event to indicate where you'll be positioned on the day.

### BUMP IN & BUMP OUT

Bump in times will be distributed in an email closer to our Market Day. Staff Members will be on-site to assist you in navigating to your allocated stall plot. Pack down can start at 1.30pm when the market ends. Please ensure to turn on your hazard lights as you enter & exit the market grounds and watch out for customers and children.

### PARKING

Parking is provided in the lot across from The Soul Nook – this will be reserved for market stall personal only, please keep street parking for our customers. You are unable to park your car next to your stall. For safety reasons, cars are to be offsite by 8am and no cars will be permitted on site until the conclusion of our markets or via consent from Rebecca.

### FACILITIES

A toilet block is located at the back of the Church as well as additional portable toilets at the front of our venue. If required, water is available through taps at the front and back of the building. All Stallholders are responsible for their own rubbish removal. Bins provided are for customers only as we have limited bin space.

### EMERGENCY EVACUATION

In the event of an emergency, please head to the evacuation point on the footpath of Queen St, at the front of the property.

### WORKPLACE HEALTH AND SAFETY AND FIRST AID

You are required to undertake your own risk assessments and determine your own workplace health and safety practices required for yourself and your staff. Our First Aid & CPR officer is **Rebecca Holzapfel**. She will be onsite on the day of the event with a first aid kit and available through the Soul Nook number of 0424017249.

### AGREEMENT

The effective date of this Agreement is date signed (ie EOI submitted) and shall remain in force until The Soul Nook Collective Market completion, set for the date of 26<sup>th</sup> April 2025. In case The Soul Nook Collective Markets can not be completed at the end of the determined period, the parties may decide to extend the period with the same terms and conditions, or they may conclude a new Agreement. If performing the responsibilities under The Soul Nook Collective Markets Agreement is restricted by any decisions of regulatory authorities or cannot be performed due to Force Majeure, performance of this Agreement will be suspended until the restriction is lifted or the Agreement terminated without compensation upon written notice of The Soul Nook Collective. During the fulfilment of their obligations arising from this Market Stall Agreement, the parties shall not act against the interests of third parties, shall not engage in acts deemed to be a crime under the penal laws, and shall not engage in any action or sharing that would prejudice the intellectual rights and copyrights of third parties. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability. This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland. The undersigned, hereby agreed that both The Soul Nook Collective and the Market Stall Holder read this Agreement and acknowledge it.

### PHOTO AND VIDEO RELEASE

In signing this release, the Market Stall Holder agrees to release all media rights in connection with participation in The Soul Nook Collective and The Soul Nook Markets, including without limitation photography, videography or audio-recorded session(s), with The Soul Nook Collective, its subsidiaries or affiliates. This release applies whenever the Market Stall Holder agrees to participate in The Soul Nook Collective markets upon signing this agreement. The Market Stall Holder agrees that The Soul Nook Collective may create an audio, visual or other recording (including but not limited to photographs, digital images, digital video, digital audio, videotape, audiotape or transcript) of the Market Stall Holder and their property ("Recordings"). The Market Stall Holder grants to The Soul Nook Collective an unrestricted, sublicensable, assignable, irrevocable, perpetual, worldwide and royalty-free license to use their name, voice, image, persona, likeness, interview, testimonial, performance, presentation and any material supplied by the Market Stall Holder ("Materials") in the Recordings. Materials and Recordings are collectively referred to as "Content" in this release. This license includes without limitation the right to (i) reproduce, create derivative works of, and otherwise use the Content, in whole or in part, in any manner or in combination with other material (the Works"); (ii) publicly display, publicly perform, sell, rent, distribute (directly or indirectly), transmit, or broadcast the Content and Works (including but not limited to use in videos, printed brochures, websites, emails, and blog posts). The Market Stall Holder is not entitled to receive any fee from The Soul Nook Collective or affiliates. The Market Stall Holder hereby waives all rights and release The Soul Nook Collective from, and hold The Soul Nook Collective harmless from, any claim, whether now known or unknown, relating to the use and exploitation of the Content. The Market Stall Holder represents and warrant that: (i) execution of this release will not cause any conflict with any contract with which they are bound; (ii) The Market Stall Holder has full power to authorize this release and the power and authority to grant the rights and licenses relating to the Content.

We look forward to seeing you all on the day!

Bec Holzapfel– Event Coordinator

Email: [hello@thesoulnookcollective.com](mailto:hello@thesoulnookcollective.com)

M: 0424017249