



# Sunshine Coast MARATHON & community run festival

42.2km

21.1km

10km

5km

kids 2km

## 7 Sunshine Coast Marathon Exhibitor Application Form

2 – 4 August, 2019

### **Applicant Details**

Company/ Organisation:

Contact name:

Email Address:

Postal Address:

Daytime Contact Number:

### **Customer Summary**

Please return the completed application form by Friday 21<sup>st</sup> June 2019, emailed to [info@atlasmultisports.com.au](mailto:info@atlasmultisports.com.au) or mail to P.O Box 5282 Maroochydore B.C 4558 QLD.

All applications will be assessed on product type, uniqueness, stall size, appearance, power requirements, professionalism, environmental friendliness and previous experience.

- Provided the application is received prior to the closing date, the date of submission will have no bearing on the success of the application.
- 7 Sunshine Coast Marathon attains an environmentally friendly focus and will highly consider those vendors whose operations support these practices.
- Site allocation is final and no correspondence will be entered into.
- **Bump in is strictly,**  
Friday 2<sup>nd</sup> August: 8am – 12noon  
Sunday 4<sup>th</sup> August: All stalls need to be bumped in Saturday, or can walk/trolley in gear early Sunday morning as no cars allowed on site. Event start is at 6am and concludes at 12pm

- **Bump out:**  
Sunday 4<sup>th</sup> August: 2pm – 5pm
- **Operating times:**  
Friday: 12pm – 6pm  
Saturday: 8am – 6pm  
Sunday: 5:30am – 2pm
- If you are accepted a confirmation email will be sent after the closing date along with a payment advice form requesting payment of the site fee. Payment must be made by the due date listed on this form or the site will be released and offered to another applicant.

By signing and returning this completed application form, you confirm that you have read, understood and agree to abide to the terms and conditions attached, including setup and dismantling constraints. You agree to absolve, hold harmless and indemnify the council and 7 Sunshine Coast Marathon and their officers or assigns, from any claims, actions, suits or demands from any incident, accident, injury or damage to any person, property or other caused or alleged to have been caused or sustained from our activity or the use of any equipment or property associated with your activity. You understand that by completing this application form, it does not guarantee the applicant a site.

Name:

Sign:

Date:

**\* Please attach Proof of Public Liability Insurance (Minimum \$20 million)**

**Site Details- exhibitor site:**

A photograph of the set up must be attached to be eligible

**Items to be sold and price:**

All items to be sold at the event must be listed to be eligible for a site.

Item	Price

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**Electrical Requirements**

- All items requiring electricity and the amount of power the items require to operate in watts must be listed
- It is the responsibility of the site holder to provide all extensions leads required to operate the site
- All leads are to be tagged and tested prior to the event
- Event organisers cannot guarantee to meet the electrical requirements listed on this application
- Confirmation of the electrical requirements provided will be stated in the confirmation letter
- Electricity may be limited

Electrical Equipment	Watts

How many outlets do you usually operate with?

Please enter the number of outlets you usually work with in the corresponding box.

10amp outlets	
15amp outlets	
3phase outlets	

**Site size**

The exact site size is required including height, width and length, including draw bar must be listed. The size required will determine which site is most effective for your individual stall.

What do you operate from? (Please tick) Marquee  Van   
Other Please Specify:.....

Dimensions: (please indicate meters or centimetres)

Depth:  Height:  Width:

List of all items to be set up in the area required (ie. Caravan, cold room, marquee etc).



**Pricing**

EXHIBITORS FOR THREE DAYS

3x3m stall site fee \$850

6x3m stall site fee \$1500

## **Terms and Conditions**

To apply to hold a stall at the event you must submit an application form to 7 Sunshine Coast Marathon via the contact details listed above, by the closing date of **Friday 21<sup>st</sup> June 2019**

2. By submitting an application form to 7 Sunshine Coast Marathon you are taken to agree to and are therefore bound by these terms and conditions.

3. All applications for a stall at the event will be assessed by 7 Sunshine Coast Marathon Organisers on product type, uniqueness, stall size, stall appearance, power requirements, professionalism and previous experience. 7 Sunshine Coast Marathon Organisers reserve the right to accept or reject applications at their sole discretion and will not enter into any correspondence regarding these decisions,

4. If you successfully apply for a stall at this event you will be notified by 7 Sunshine Coast Marathon by **Friday 12<sup>th</sup> July 2019** via any means of contact which you have specified on the application form, at which time your booking will be confirmed.

5. You must pay all Fees to 7 Sunshine Coast Marathon Inc. by due date

6. If you have paid Fees and, wish to cancel your stall booking **before Friday 26<sup>th</sup> July 2019**, 7 Sunshine Coast Marathon may refund any Fees in full (minus any administration costs reasonably incurred). However, cancellation received **after Friday 2<sup>nd</sup> August 2019**, will result in no stall fees being refunded to you by 7 Sunshine Coast Marathon.

7. If you have not paid fees and wish to cancel your stall booking **after Friday 26<sup>th</sup> July 2019**, 7 Sunshine Coast Marathon may recover the fees from you and may not welcome you to participate in any future events staged by 7 Sunshine Coast Marathon.

8. All stall booking cancellations must be received by 7 Sunshine Coast Marathon in writing in order to be effective. Allocation of sites for all stalls will be a decision made at the sole discretion of 7 Sunshine Coast Marathon Organisers whom will allocate sites in accordance with what they believe is best for event plans and event patrons.

9. All stalls must be operated for the **duration of the operational times** listed on the application form unless alternative operating hours have been negotiated with 7 Sunshine Coast Marathon Organisers.

10. All Stalls must be erected and functional at least 30 minutes prior to the operation time as stated on the application form or as otherwise confirmed by 7 Sunshine Coast Marathon.

11. Dismantling must only commence after the end of the operating times as stated on the application form or as otherwise confirmed by 7 Sunshine Coast Marathon.

12. For safety reasons, vehicle access will only be permitted outside of event operating times. Vehicles requiring access must consult with 7 Sunshine Coast Marathon prior to doing and must abide by rules set.

13. All reasonable requests, demands, policies and directions given by 7 Sunshine Coast Marathon Organisers at the event must be complied with by you.

14. The allocated area for stalls which 7 Sunshine Coast Marathon provides is to be used solely for the purpose specified in the Application Form. No sub-letting is permitted without the written permission of 7 Sunshine Coast Marathon. Gambling and/or disposing of any article by lot or chance is strictly prohibited, unless authorised by 7 Sunshine Coast Organisers. No selling, canvassing, hawking or distribution of printed or other matter will be permitted outside the area contracted. No material deemed by 7 Sunshine Coast Marathon to be political in nature is allowed to be distributed at the event.

15. 7 Sunshine Coast Marathon Organisers will have the power to enter upon the stall and remove any article, sign, picture or printed matter or stop any undue noise created by you, which, in their opinion may be a cause of offence to the public.

16. You must transact all business and sale of goods from your allocated site space. You must not encroach outside the allocated space with racks of displayed goods or anything else unless approved by 7 Sunshine Coast Marathon.

17. You must leave your allocated site / area in a clean and tidy state (which means in the same state as it was when you arrived as determined at the sole discretion of the Event Supervisor) by removing any litter, spills, by-products or equipment from your activities. Should the site / area require further cleaning or removal of equipment at the conclusion of the event, this expense will be recoverable from you as a liquidated debt.

18. All food stalls operating on the ground must provide adequate floor covering to contain any spills that clearly covers the dimensions of the allocated area.

19. You must only use equipment which is in good sound condition, including tables and chairs for public use, and if required, equipment must display any registration certificate in accordance with regulations governing the activity. All guards and safety shields on equipment must be used at all times.

20. **All electrical leads and equipment must be tagged and tested within 12 months of the Event date** and must have current tags showing at all times. Any person using equipment that does not have an up to date tag will be required to leave the Event upon request by 7 Sunshine Coast Marathon Organisers.

21. Stall holders must comply with at all times with any applicable Laws.

22. All leads, hoses or other trip hazards must be covered to prevent any trip hazards. 7 Sunshine Coast Marathon recommends that you undertake a risk assessment of your stall and eliminate any health and safety risks to persons.

7 Sunshine Coast Marathon will accept no responsibility or liability for any person injured by the negligence of or oversight by you.

23. All marquees, umbrellas or anything which may become airborne must be secured to ensure no movement due to heavy wind etc. All weights are to be clearly marked and visible to the public to prevent hazards.

24. Warning signs are to be posted on all hazards.

25. Any fences or barriers must be secure for the intended use.

26. Any required protective clothing must be worn at all times.

27. No hazardous substances are permitted unless prior clearance is obtained from the event supervisor. If approved, all chemicals must have the appropriate material safety data sheets available and stored in appropriate containers using acceptable decanting equipment.

28. All emergency entry/exit points must remain clear and unobstructed at all times.

29. You must make yourself aware of and remain aware of the location of First Aid and all emergency procedures for the Venue.

30. Any incidents of loss, damage or injury must be reported to 7 Sunshine Coast Organisers immediately.

31. All stall areas must be kept clean and tidy at all times during the event.

32. The use of glassware is totally prohibited at the event.

33. All equipment brought into the event is to be the full responsibility of the stall holder including, signage, marquees, lighting, extension cords, tables and chairs unless otherwise stated in this application or confirmation letter.

34. Use of amplifiers or loud speakers, including cassette players by stall holders is prohibited except with prior written consent from the event supervisor. You are not permitted to employ, contract or programme any performer or performance without prior permission from the event supervisor.

35. Should 7 Sunshine Coast Marathon find it necessary or expedient to cancel or postpone the event, this contract shall cease to operate upon notice to that effect signed by the 7 Sunshine Coast Marathon Organisers being served to you either in person or by mail and 7 Sunshine Coast Marathon shall not be liable to you for any compensation whether on the grounds of loss of profits or otherwise in respect of such cancellation or at all.

36. 7 Sunshine Coast Marathon reserves the right to cancel this contract and to retain or obtain all monies paid or payable in relation thereto if there is in the opinion of the 7 Sunshine Coast Marathon any breach of any of the foregoing conditions by you and/or if you do not occupy the said space at the commencement of and during the period of the event.

37. Smoking at this event is not permitted. You are not permitted to smoke at your stall.

38. By completing the application form, you authorise 7 Sunshine Coast Marathon to use any photograph/videotaping taken of your stall, including images of your products and staff, for any publicity purposes including publications, promotional flyers, news articles, websites, newsletters and magazine.

39. You must ensure that any of your employees, volunteers or other agents comply with these Terms and Conditions as if they were you and you accept personal responsibility for their breach of same.

40. By submitting an application form you agree to release, hold harmless from and indemnify 7 Sunshine Coast Marathon against any action, claim, suit or demand for any loss, damage, expense, injury or death howsoever caused by, or, arising in any way from the event or your employee's, volunteers' or other agent's involvement in the event.

41. You must procure and maintain at all times a public liability insurance policy to the value of at least AUS\$20million at all times for the period covering the event naming 7 Sunshine Coast Marathon as joint insured or an interested party and you agree to provide evidence of this policy to 7 Sunshine Coast Marathon upon demand;

42. You must procure and maintain at all times for the period covering the event any other insurance policies required by law (i.e. worker's compensation insurance) and any other insurance policy which a reasonable person holding the stall would procure and maintain;

43. No variation to these terms and conditions will be effective at law unless the variation is consented to in writing by 7 Sunshine Coast Marathon.

44. These terms and conditions will be governed by the laws in force in the State of Queensland and both parties unconditionally submit to that jurisdiction;

45. 7 Sunshine Coast Marathon will not be deemed to have waived any of its rights under these terms and conditions unless it has done so in writing;

46. 7 Sunshine Coast Marathon disclaims to the full extent permitted by law any warranties, whether express or implied, which are in any way relevant to the activity of holding a stall at the event;

47. If any of these terms and conditions is declared to be invalid by a court of competent jurisdiction, that clause must be read down or severed to the extent necessary to ensure that the remainder of these terms and conditions remain in force;

48. If a Court of competent jurisdiction finds that Sunshine Coast Marathon is liable to pay to you any amount in relation to these terms and conditions, that amount must be capped at an amount no more than the fees which you pay to hold the stall;

49. 7 Sunshine Coast Marathon Committee will decide on whether applicant is a market stall or commercial applicant and pricing will be communicated to the applicant.