

## Application for conduct Food Vending at Tumbulgum Farmers Market

Section 139A of the *Roads Act 1993* and/or Section 68 of the *Local Government Act 1993*

### (OFFICE USE)

Application No

ECM

Date  
Received

### A1. Application Type

Application is hereby made for approval to use the Tumbulgum Farmers Market located at Riverside Drive for the sale of:

Local Farm Produce

#### **NOTE!**

*The sale of prepared food or drinks is prohibited. Council will only accept applications to operate at the Tumbulgum Farmers Market where the applicant intends on selling fresh produce grown locally within the Tweed Shire.*

### A2. Applicant

Surname/s

Given Name/s

Business  
Name

ABN

Postal  
Address

Telephone

Mobile

Facsimile

Email

### A3. Description of items to be Sold (must only be fresh produce)

### A4. Attachments

Copy of the current public liability insurance (\$10M) indicating Council as an interested party

# Application to conduct Food Vending at Tumbulgum Farmers Market

Section 139A of the Roads Act 1993 and/or Section 68 of the Local Government Act 1993

## A5. Applicants Declaration

I declare the information provided in this application is true and correct.

I acknowledge that if a licence is issued as a result of this application I will:

1. Comply with all Council policies and other State regulatory authority policies and regulations as well as any development consent in regards to the Licensed area.
2. Comply with the NSW Department of Primary Industries Food Authority document "Guidelines for Food Premises at Temporary Events".
3. Be responsible for all waste and refuse generated from the operation of their occupation of the Licensed area. Waste receptacles shall be provided for both the general public and stallholders. These receptacles shall be secured to prevent unauthorised removal and spillage. Each stallholder shall provide a waste water collection container for the collection and removal of waste water off-site. Disposal of wastewater into the river is prohibited.
4. Restrict opening hours to between 7am and 6pm (7am and 7pm during daylight savings) on a seven (7) day per week basis (in accordance with the NSW Department of Primary Industries Food Authority document "Guidelines for Food Premises at Temporary Events")
5. Not erect any permanent structures (without limitation) upon the licensed area without the written consent of the Licensor. The construction of permanent structures for the use of stalls is not permitted.
6. Remove any temporary structures at the end of each day's trading.
7. Restrict all signage to within the stall-holders licenced area only. No signage is to be displayed at any other location.
8. Ensure that all produce sold by a Licensee shall be unprocessed produce grown in the Tweed Shire area.
9. Remain a resident of the Tweed Shire area while this licence is in force.
10. If any property which may be on the Licensed area is lost, destroyed or damaged from any cause whatsoever no part of any loss or damage occasioned thereby shall be worn by Council.
11. Effect and keep current an insurance policy covering liability to the public in an amount of no less than \$10,000,000.00 (or a higher amount if Council notifies the Licensee that a higher amount is required) and must produce to Council upon request the policy and the receipt for payment of the last premium. Such policy must bear the name of the Council as fully insured parties under the policy.
12. Be liable for, and indemnifies the Council against, liability or loss arising from, and costs incurred in connection with:
  - a. Damages, loss, injury or death caused or contributed by an act of negligence or default of the Licensee or any person who the Licensee expressly or reliably authorises to be upon the Licensed area
  - b. Council doing anything which the Licensee must do under this deed but fails to do, or which Council considers the Licensee has not done properly
13. Acknowledge that each indemnity is independent from the Licensee's other obligations and continues during the Licence and after it expires or is terminated. Council may enforce an indemnity before incurring expenses.

I acknowledge that nothing in this deed shall be deemed to create a relationship between the Licensor as the Licensee of Landlord and Tennant or any other relationship than the relationship of Licensor and Licensee.

I acknowledge that Council may make and vary rules in connection with the operation use and management and occupation of the Licenced area.

I acknowledge that Council may terminate this agreement at any time in writing to the Licensee. Upon termination the Licensee must promptly remove any structures or improvements and all other property from the Licensed area failing which Council shall be entitled to remove same to any convenient place for storage and all costs, charges and expenses of removal and storage shall be payable by the Licensee to the Council.

I acknowledge that I have read Council's Vending of Food on Public Reserves Policy and will abide by the requirements set out in that Policy.

Any approval given and licence issued is valid for a period of 12 months from the date of such license.

Applicants Name  
(please print)

Applicants Signature

Date

## A6. (OFFICE USE ONLY)

Approved

Declined

Reason

Name

Signature

Date