

 <p data-bbox="215 622 606 712"><b>IAASA</b></p>	<p data-bbox="686 309 973 757" style="text-align: center;"><b>31<sup>st</sup></b> <i>Indian</i> <i>Mela in</i> <i>South</i> <i>Australia</i></p>	<p data-bbox="1050 286 1396 459">INDIAN AUSTRALIAN ASSOCIATION OF SOUTH AUSTRALIA (IAASA) INC.</p> <p data-bbox="1050 470 1364 616">6 Blamey Ave., Broadview, SA 5083 PO Box 82, Tynte St., North Adelaide, SA-5006</p> <p data-bbox="1050 667 1276 698"><a href="http://www.iaasa.com.au">www.iaasa.com.au</a></p>
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## Hire Agreement Application for Food Stalls/Space

### at Indian Mela 2023

Dear Sir/Madam

IAASA is pleased to call for applications for hiring Food Stalls/Space at the **31st Indian Mela 2023 on Friday 24<sup>th</sup> and Saturday 25<sup>th</sup> February 2023 held at Victoria Square (North Section), Adelaide**. This year it is a FREE ENTRY EVENT. IAASA is planning the **Indian Mela 2023**, in a big way over 2 days and we hope to attract **over 10,000 visitors** during the 2 day period. **Indian Mela 2023 is widely promoted through Social Media, Indian Grocery Shops and Restaurants, Indian Businesses, Posters, Letterbox Drops, Local Advertising, etc.**

This year, there shall be Standard-marque size 6x3m Food Stall and 6x3m Food Stall Space for Food carts, etc. To allow each Food Stall Holder to generate maximum revenue as well as provide a balance of a variety of foods sold, the Food Stalls shall be selected from a variety of regional cuisines. No other exhibition stall holder shall be permitted to sell food at the event. It is a condition of acceptance that Food Stallholders shall not be permitted to supply or sell any alcohol, juices or coffee/tea-based drinks as specified in the Terms and Conditions below. Sale/supply of carbonated drinks and water is permissible upon payment of an additional \$50 to the Hire fee.

We strongly encourage Stall Holders to decorate their stalls as colourfully as they can to attract customers and create vibrancy for the event.

**PLEASE APPLY EARLY AS STALL NUMBERS ARE LIMITED**

#### **HIRE RATES\***

Food Stall Space Only (Approx. Size 6m x 3m) - \$1,400 (plus \$300 refundable bond)

Food Stall with Marquee (Approx. Size 6m x 3m) – \$1,800 (plus \$300 refundable bond)

Non-alcoholic Drink: Carbonated drinks and water supply/sale (no juices, coffee/tea-based drinks)

*IAASA is a not-for profit, non-registered GST community organisation.*

***\*Prices are fixed and not negotiable***

#### **Food Stall (Marquee provided: \$2,100 incl. bond) - What we will provide:**

- 1 x side-walled (both sides and back) covered marquee stall (approx. 6m x 3m)
- 2 wooden trestle tables and 4 chairs. Additional Furniture will entail an additional cost and must be requested upon application.
- Modest internal lighting for evening purposes
- 1 x 15 AMP plus 1 x 10 AMP outlets electricity supplied. Please advise your requirements upon Application (extra 10/15 AMP@\$55 each)

#### **Food Stall (Space only: \$1,700 incl. bond) - What we will provide:**

- Approx. 6m x 3m Space in designated area by 1 x 15 AMP plus 1 x 10 AMP outlets electricity supplied. Please advise your requirements upon Application (extra 10/15 AMP@\$55 each)
- Hirers are required to supply and set up their own food cart, marquee, tables, chairs, lighting, etc
- You will not be able to exceed the marked area without incurring extra costs. Pegs into grass area may not be allowed due to underground irrigation system. Security may not be available in these areas if marquee/belongings are left overnight.

All Food stall holders will be notified of their exact location on the Friday morning Bump-In time of the Event.

#### **IAASA Food Voucher Policy Scheme - Optional**

IAASA shall be issuing up to 700 x \$15 Food voucher credits to its Volunteers and unpaid performers/participants.

IAASA shall re-imburse participating Food Stall Holders 80% (ie. \$12 for every \$15 redeemed voucher). Funds to be transferred into bank account within 14 days of conclusion of event. If food items cost more than \$15, voucher holder (not food stall holder) is required to pay the difference. No cash can be exchanged nor credit offered on the voucher, once use only.

You have the option to opt in or out of the scheme. Please consider opting into the scheme as often volunteers have family with them who will most likely purchase food from the food stall that the volunteer/performer visits.

## **TERMS AND CONDITIONS**

**Hirers are required to strictly abide by the following Terms and Conditions of Hiring.**

**Insurance Indemnity Clause:** All hirers are required to have their own Public Liability Insurance (and Product Liability Insurance if necessary). If the hirer does not have their own Public Liability, please contact us for details of obtaining \$10m Public Liability and Product Liability insurance for the Event. In the event of a Claim against the Stall Holder, IAASA and City of Adelaide Council Insurance shall not cover claims against Stall Holders.

**IAASA's General Liability Restriction:** In the event of any mishap/ occurrence (including event cancellation/deferment/modification of event times/facilities provided due to Covid related factors)/or any other action at the venue, as a result of which the hirer incurs financial loss and that mishap/occurrence/action is outside the control of IAASA, then IAASA's liability to the hirer (if any) shall be limited to the Application fee paid by the hirer to IAASA, at the time of hiring. In the event of a claim, IAASA, City of Adelaide Council insurances will not cover Food Stall Holder activities nor its products.

**Regulatory requirements:** All Food Stall Marquee/Space hirers MUST strictly comply with the requirements from regulatory authorities like SAFE WORK SA and Guidelines provided by the City of Adelaide Council and/or their representatives. All Food Stall Marquee/Space Hirers are required to comply with the requirements of both the work health and safety and dangerous substances (DS) legislation available on the SafeWork SA Website. They must also attend to any Health and Safety briefing organised by the City of Adelaide Council as required.

Hiring parties to use non-permanent/non-staining adhesives to booth and remove all traces immediately after the event. They must supply and place plastic sheeting to all floor areas that they occupy and cook on.

Hiring parties need to make sure that they clean and remove the wastes/any spills from their respective cooking and service areas (incl. up to 1 metre in front of their service area) before vacating the hired area. Any waste or spills found after moving will be charged to the Hirer according to the Cleaning Contractor hired and/or City of Adelaide Council's cleaning and waste disposal charges.

It is a condition of acceptance that Food Stall Holders shall not be permitted to supply nor sell any alcohol. Sale/supply of carbonated drinks and water is permissible upon payment of an additional \$50 to the Hire fee. Juices, pre-packaged milk-based drinks, water, tea, coffee or other beverages as this will be provided by IAASA and/or a designated provider. As a minimum, total loss of bond will occur if this term is breached. Non-commercially prepared milk-based drinks and yoghurt-based drinks are acceptable.

IAASA reserves the right to reject any application for hiring without assigning any reason.

Allocation and Location of Stall is entirely at the discretion of IAASA Mela Committee.

**Disclaimer:** IAASA does not guarantee any business to the hiring party, the hiring party is hiring the Food Stall Marquee/Space entirely at their own discretion and risk.

COVID-19 SAFETY ACKNOWLEDGEMENT -- LIABILITY WAIVER AND RELEASE OF CLAIMS COVID-19 SAFETY INFORMATION: While participating in events held by the Indian Australian Association of South Australia Inc. (IAASA) "social distancing" must be practiced. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, IAASA has put in place preventative measures to reduce the spread of COVID-19. However, IAASA cannot guarantee that its contractors, participants, volunteers, partners, or others in attendance will not become infected with COVID-19. In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in IAASA events and/or other face to face fundraising activities.

By attending/participating in an IAASA event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR: Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact IAASA at [secretary@iaasa.com.au](mailto:secretary@iaasa.com.au) if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with IAASA.

LIABILITY WAIVER AND RELEASE OF CLAIMS: I acknowledge that I derive personal satisfaction and/or a benefit by virtue of my participation and/or voluntarism with IAASA, and I willingly engage in IAASA events and/or other fundraising activities (the "Activity").

RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST IAASA AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY. ASSUMPTION OF THE RISK.

I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE TO THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY. As a participant, volunteer, or attendee, I recognize that your participation, involvement and/or attendance at any IAASA event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) IAASA, (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**Application Form**

Name of Business / Organisation: .....

ABN: .....

Address: .....

Telephone No: .....

Contact Person: .....

Contact Email Address: .....

**Hirer’s Bank Details for Bond Refund (and food voucher reimbursements if applicable)**

A/C Name: \_\_\_\_\_ Bank Name: \_\_\_\_\_

BSB: \_\_\_\_\_ A/c No.: \_\_\_\_\_

**Size of Food Stall Required (please circle):**

	<b>Marquee (6m X 3m)</b>	<b>Space Only (6m X 3m)</b>
Total Paid	\$2,100 (incl. bond)	\$1,700 (incl. bond)

***Any Additional Requirement must be attached or emailed with this form before Friday 27th January 2023.***

**IAASA Food Voucher Scheme**

I do / do not **(please circle)** in the IAASA Food Voucher Scheme with the terms as described above.

**I/We have read, understood and accept the above terms and conditions, and descriptions (including the various Legal and Covid Disclaimers) within this document for hiring a Food Stall at the Indian Mela 2023.**

Signature of Hirer (or Hirer’s Representative) .....

Name of the Signatory above (please print).....

Date .....

***Any Additional Requirement must be attached or emailed with this form before Friday 27 January 2023.***

Make your full payment (part payments not accepted) by bank transfer as applicable to:

**Indian Australian Association of SA**

**BSB: 105 056**

**A/C No.: 2564 50140**

**Menu Item List**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

**Please email the following documents to [mela@iaasa.com.au](mailto:mela@iaasa.com.au) by Friday 27th January 2023 to secure your booking:**

- **Completed, Signed and Dated Copy of the Hire Agreement;**
- **Proof of Payment of Hire eg. bank remittance slip**
- **Menu Item List**

If you require any further clarification or if you have any questions, please ring IAASA Mela Food Stall Chairperson, Amarjit Grewal, on 0431 814 625 (Email: [mela@iaasa.com.au](mailto:mela@iaasa.com.au)).