



## FOOD TRUCK SPACE

### APPLICATION FORM - RENTAL AGREEMENT

ULTIMATE BRAAI MASTER LIVE  
A Festival of all things braai  
Montecasino  
25 – 27 October 2024



#### 1. OWNER DETAILS:

|                            |  |
|----------------------------|--|
| Food Truck Name            |  |
| Company Name               |  |
| Company Reg No / ID Number |  |
| VAT No (if applicable)     |  |
| Street Address             |  |
| Contact Person             |  |
| Cell Number                |  |
| Email address              |  |
| Website Address            |  |
| Facebook page address      |  |
| Instagram handle           |  |
| Twitter handle             |  |

#### 2. COSTS & PRODUCTS

|  |                   |
|--|-------------------|
| Space rental cost for 25-27 October 2024 | R 5 400.00 ex VAT |
| List items to be sold                    |                   |
| Size of Food Truck                       |                   |
| Sub total ex VAT                         |                   |
| VAT                                      |                   |
| TOTAL                                    |                   |

#### 3. PAYMENT TERMS

- 50% payment due on signing
- 50% balance due 30 August 2024

#### 4. SIGNATURES

| FOR EXHIBITOR | Name | Signature | Date |
|---------------|------|-----------|------|
|               |      |           |      |
| FOR ORGANISER | Name | Signature | Date |
|               |      |           |      |

The signatory warrants his / her authority to sign this agreement on behalf of the company; warrants that he /she has read, fully understood and considers the company bound by the terms and conditions on pages 2 and 3 of this Agreement.

#### **FOOD TRUCK SPECIFIC TERMS AND CONDITIONS:**

1. The cost of R 5400.00 ex VAT is for the 3 full show days
2. No beverages (including soft drinks) may be sold unless specified in section 2 of page 1 of this agreement and on approval.
3. No combos (i.e. meal and beverage) may be sold
4. You are required to send a copy of your Certificate of Compliance together with this application and display a copy on your stand at the event
5. No electricity supply is included in the space rental. Should you require power a DB board must be ordered from the official event electricians and must be paid for prior to arrival at the event.
6. All gas and electrical certificates of compliance must be available onsite.
7. For security purposes all staff are to wear the event exhibitor badges at all times.
8. 4 x Exhibitor badges will be provided per food truck. Additional badges can be purchased from the organisers prior to build up.
9. Perimeter security is provided by the event organisers. Should you require additional security this will be for your own account.
10. The organisers strongly encourage that you use cash free payment options to minimise security risk.
11. All stands producing food for public consumption must have a cleaning station where the staff of the stand can wash their hands with soap and water and have drying towels.
12. Vendors MUST be set up 30 mins prior to the market opening - no set up while the market is open to visitors;
13. Any vendors who arrive after set up will forfeit their stall fee and not be allowed to trade;
14. All vehicles must be removed from the area once off loading has occurred;
15. Vendors may not pack up before the closing time;
16. No vehicles may be moved during the market times for safety reasons;
17. Each vendor must supply their own signage and décor;
18. Each vendor must supply their own tables and gazebos;
19. Each vendor is responsible for their own takings;
20. All insurance is for the vendors account;
21. Cooking on Coals cannot be held responsible for any theft, breakages or cancellations due to acts of nature;
22. Vendors who do not disclose their items correctly on their application will be asked to remove said items from their stand and will not be allowed to trade.
23. Vendors are bound to ensure sufficient stock for all three days.

#### **GENERAL TERMS AND CONDITIONS:**

##### **1. PAYMENT TERMS**

- 1.1. The Exhibition Costs as stipulated in the Rental Agreement shall be payable strictly on the dates agreed.
- 1.2. All deposits and progress payments made by the Exhibitor in accordance with the Payment Terms of this agreement are done strictly on a non-refundable basis.
- 1.3. Should the Exhibitor breach any of the Payment Terms of the agreement, the Organiser shall be entitled at its discretion :-
  - 1.3.1. to declare the full balance of the agreement Exhibition Costs immediately due and payable and without notice to institute proceedings for recovery; and/or
  - 1.3.2. to cancel any agreement and recover such damages from the Exhibitor as the Organiser may have suffered by reason of the breach; and/or
  - 1.3.3. to retain any prepayment or payment made on account as penalty or liquidation damages without prejudice to any other rights which the Organiser may have;
  - 1.3.4. and/or to reverse any discounts that may have been stipulated in the schedule of Exhibition Costs.

##### **2. INDEMNITY**

The Exhibitor understands and consents hereto that:

- 2.1. All goods brought to the exhibition by the Exhibitor, its staff or its agents are at the sole risk of the Exhibitor.
- 2.2. The Organiser shall not be responsible to the Exhibitor, its staff, agents, representatives, invitees or any other person for any direct, indirect or consequential loss or damage of any sort whatsoever arising out of or resulting from theft, burglary or any similar incident.
- 2.3. The Organiser shall not be responsible for any damage, injury, physical harm or loss including but not limited to loss of life caused to the Exhibitor, its staff, agents, invitees, representatives or other persons arising from whatsoever cause including but not limited to failure or disrepair of any equipment, products, buildings, erections or part thereof within the exhibition venue and its designated perimeter and notwithstanding that such loss or damage or injury to such person or property may have been occasioned by the fault, neglect or gross negligence of the invitees, the Exhibitor and/or their agents, representatives, servants and employees, or by the Organiser and/or their agents, representatives, contractors, landlords, servants, employees, or by the exhibition site being in or falling into a defective state of repair.
- 2.4. The Exhibitor indemnifies the Organiser against any claim whatsoever by any third party whomsoever arising from any damage caused by or any negligent conduct by the Exhibitor;
- 2.5. The Exhibitor warrants that it has or caused to have insurance coverage against any claim by any third party against the Exhibitor as a result of negligent conduct by the Exhibitor;
- 2.6. The Organiser will not be held liable for any damage caused to the Exhibitor's stand and / or merchandise or for non performance of any of the provisions of this agreement as a direct result of *force majeure* including but not limited to any event beyond the reasonable control of the Organiser and which could not have reasonably been foreseen by the Organiser;

2.7. The Exhibitor shall not have any claim whatsoever against the Organiser arising out of the provision or failure to provide facilities, services or equipment at the exhibition.

### 3. CANCELLATION

- 3.1. Should this agreement be cancelled for any reason whatsoever, the deposit paid in terms hereof shall be forfeited by the Exhibitor.
- 3.2. Should the Exhibitor wish to withdraw from this agreement, it shall apply to the Organiser in writing. The Organiser shall consider the representations made by the Exhibitor and shall if it elects to allow the Exhibitor to withdraw from the agreement, notify the Exhibitor in writing of this, provided that in all cases where the Organiser releases the Exhibitor, a cancellation penalty becomes immediately due and payable by the Exhibitor as follows:
  - 3.2.1. should the Exhibitor give notice of cancellation in a period less than 91 days from the date of commencement of build-up of the exhibition, then the full value as indicated in the Exhibition Costs of this agreement will become immediately due and payable.
  - 3.2.2. should the Exhibitor give notice of cancellation in a period less than 121 days from the date of commencement of build-up of the exhibition, then 90% of the total value as indicated in the Exhibition Costs of this agreement will be immediately due and payable.
  - 3.2.3. should the Exhibitor give notice of cancellation in a period less than 181 days from the date of commencement of build-up of the exhibition, then 80% of the total value as indicated in the Exhibition Costs of this agreement will be immediately due and payable.
  - 3.2.4. should the Exhibitor give notice of cancellation in a period greater than 181 days from the date of commencement of build-up of the exhibition, then 70% of the total value as indicated in the Exhibition Costs of this agreement will be immediately due and payable.
- 3.3. Furthermore, if the Organiser is not able to re-let the stand which the Exhibitor has booked, and in addition to any other amounts which may be payable in terms hereof, the Exhibitor shall pay to the Organiser the full amount payable in terms of this agreement, plus such damages as may be proved by the Organiser.
- 3.4. Should the Exhibitor breach any of the Terms and Conditions of the agreement, the Organiser shall be entitled at its discretion :-
  - 3.4.1. to declare the full balance of the agreement Exhibition Costs immediately due and payable and without notice to institute proceedings for recovery; and/or
  - 3.4.2. to cancel any agreement and recover such damages from the Exhibitor as the Organiser may have suffered by reason of the breach; and/or
  - 3.4.3. to retain any prepayment or payment made on account as penalty or liquidation damages without prejudice to any other rights which the Organiser may have;
  - 3.4.4. and/or to reverse any discounts that may have been stipulated in the schedule of Exhibition Costs.

THE SIGNATORY ON BEHALF OF THE EXHIBITOR BINDS HIMSELF / HERSELF IN HIS / HER PERSONAL CAPACITY AS CO-PRINCIPAL DEBTOR WITH THE EXHIBITOR TO FULFILL ALL THE OBLIGATIONS OF THE EXHIBITOR IN TERMS OF THIS AGREEMENT.

THE SIGNATORY ON BEHALF OF THE EXHIBITOR HEREBY WARRANTS THAT ITS MEMBERS, DIRECTORS, PARTNERS OR PROPRIETORS AS THE CASE MAY BE, SHALL BE PERSONALLY LIABLE FOR ALL OBLIGATIONS IN TERMS OF THIS AGREEMENT.

SIGNED AT: \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_