



Food and Drinks Vendors - Mutual Agreement

The Moonshine Market team is delighted to host you at our market, and we wish you every success with the selling of your products. Although we are very much old school and love to do business with a handshake, we do still need to formalise our relationship through a written agreement. Many of the conditions in this agreement emanate from the requirements by Council, as outlined below.

City of Tshwane and new Certificate of Acceptance

New regulations imposed by the City Council of Pretoria on 01 June 2020 have created much confusion for informal traders, market operators and market vendors. The Council now requires a Certificate of Acceptance (COA) from all food and drinks vendors at a cost of R300. This certificate will be obtained and paid for on your behalf by Moonshine Market for the markets planned for the remainder of this year, scheduled to take place on 16 October, 06 November and 04 December 2020.

The Council will send out a health and safety officer on the day of the market to inspect market stalls and equipment used. They will issue a COA at that point to all registered paid and qualified vendors. We will register and pay the fee for you before the market, however you will need to ensure that you are compliant.

Trading without a COA will incur a fine of R5000 for vendors and R5000 per vendor for the operator. Hence, it is imperative that this matter be given the necessary priority.

Aspects that will be inspected on the day are as follows:

- 1) Equipment safety. (gas bottles, etc.)
- 2) Food storage, preparation and handling
- 3) Surfaces used for preparation of food
- 4) Covid safety measures and procedures

Please note that we have a training session presented via ZOOM by the City of Tshwane Health Department. The date will be confirmed

Should you wish to join the training session, please inform us ASAP so that we can book a slot for you. You will receive a certificate on food safety handling if you complete this training session. We would encourage you to attend this session and obtain the certificate.

The Moonshine Team

Terms and Conditions of Agreement Between Moonshine Market and Vendor

Commitments by Moonshine Market

1. Moonshine Market will provide you with a clean, safe and well-planned operating space

We are employing the services of security companies and medical staff for every one of our markets. There will also be a lost and found and VOC operational room inside the Oasis Water store. Although we provide security and medical services, you indemnify us against all injuries and losses you might incur at the market. We will also be employing cleaning staff and parking assistants on the day. The City of Tshwane has approved our events, and the SAP and Metro police will be on alert.

2. Electricity and water on the day

The landlord charges for electricity used, hence we are imposing a R50.00 flat rate for electricity usage.

Clean drinking water will be available from Oasis Water (located at the market) and will be charged at R1.50 per litre. You may bring your own container and refill at the shop, which will remain open for the duration of the market. This high quality water is suitable for food preparation and consumption.

3. COA and Health Department registration and training

Moonshine Market will manage all of the applications and administrations on your behalf for all markets. We will cover the COA R300 fee for the first three markets but will be charging partly or fully as from January 2021.

4. Marketing of the event and attendance

Moonshine Market agrees to market and promote this event to the public via marketing channels available. We can, however, not guarantee attendance or sales on the day.

Organizer name: Mulcorp trading as Moonshine Market *Signed by:*

Signature:

Date:

Commitments by the vendor

- 1) Sale of food and/or drinks that are hygienically prepared and safe for human consumption

You indemnify Moonshine Market on any product sold by you that does not comply with preparation, handling, bottling or production regulations.

- 2) Presentation of product/s in an appealing manner

Moonshine Market aims to create a certain look and feel at our markets, and we reserve the right to suggest changes to your stall and/or cancel any agreement we have with you, should your store vastly deviate from this.

- 3) Conforming to the requirements set out by the City of Tshwane

You are solely responsible for ensuring that the City of Tshwane Health Department is satisfied with the standard of your product/s. Should you be refused the COA on the day, you will be required to repay Moonshine Market the R300 fee they paid upfront for the COA on your behalf.

- 4) Payment of a fee for a no show

Should you not show up at a market for which you booked a stall, a fee of R500 will be imposed on you, as this creates a gap in our market offering.

- 5) Adherence to stall set-up and break-down times

Stalls must be set up by 16h30 on the market day and removed by 24h00 on the same day. Break-down of food and drinks stalls may only commence at 22h00, when the market officially closes.

- 6) Supply of own fire extinguisher

All vendors making use of gas or any form of heat for food preparation must have a fire extinguisher at hand to ensure the control of a fire, should this occur.

- 7) Payment of a percentage of turnover

Moonshine Market will charge you 10% of your sales turnover for the night, with a minimum payment of R402.50 (incl. VAT).

We work on an honesty and integrity basis, so we expect our partners to do the same.

8) Securing of all relevant licenses

Vendors selling liquor at this event must provide a copy of their liquor licence to Moonshine Market via email two weeks before the market and have that copy with them on the night.

Vendor name:

Signed by:

Signature:

Date: