

# VENDOR AGREEMENT



## SCHEDULE 2

### MARKET RULES

1. The Vendor acknowledges that the Origins Market is intended to provide an offering of local Western Australian products, therefore the Vendor must ensure at all times that 100% of the products offered for sale at the Premises are made or produced in Western Australia.
2. The Vendor is required to:
  - 2.1. operate the Vendor's business on the Premises to a premium standard;
  - 2.2. use and maintain the Premises to a high standard and in line with the overall standard of the Market as a site offering premium quality produce and products for sale;
  - 2.3. ensure that the overall presentation of the Premises is to a high standard and to the Landlord's satisfaction at all times;
  - 2.4. keep the Premises clean to the highest possible standard and free of vermin and insects;
  - 2.5. remove rubbish from the Premises regularly, and make sure that none of the Vendor's rubbish is left anywhere on the Market Site or the Land, except at collection points the Landlord provides;
  - 2.6. not store any chemical or hazardous items on the Premises;
  - 2.7. comply with the Landlord's security requirements;
  - 2.8. ensure that the Premises is manned during Origins Market opening hours and left safe and secure at all times when the Vendor is not in occupation of the Premises.
  - 2.9. comply with the Landlord's requirements in relation to maintaining the cleanliness of the common dishwashing station and not leaving any items in this area, when it is not being used by the Vendor.
3. The Landlord may, in its discretion, instruct the Vendor to complete changes to the Premises which it reasonably considers necessary to comply with paragraph 2 above. If the Vendor fails to comply with the Landlord's instructions within 14 days, the Landlord may complete such alterations as may be required and the Vendor must pay to the Landlord the Landlord's costs of completing the alterations.
4. The Landlord may enter and inspect the Vendor's premises at any time. The Premises must not include any display or use any materials or components which the Landlord may, in its discretion deem unsafe or undesirable.
5. The Vendor shall not interfere with or connect to any electrical, gas, water or other fittings without the prior consent of the Landlord.
6. The Vendor shall not store or permit on the Premises any articles of a dangerous, objectionable or inflammable nature, or naked lights or flames, without the written consent of the Landlord.
7. The Vendor shall not use any equipment, electrical or otherwise, which reproduces words or actions of performers, or music without the written consent of the Landlord.
8. The Vendor may only distribute printed matter from its own Premises. The Vendor shall not paste or otherwise exhibit posters or advertisements upon any part of the building without the written consent of the Landlord.
9. The Premises shall in its appearance and construction comply with the standards for the Market as determined by the Landlord and as stipulated in the Origins Market fitout guide.
10. The Vendor is required to provide one month's written notice to the landlord, should they wish to cancel the lease agreement. Similarly, The Landlord may give one month's written notice to The Vendor. The premises is to be 'made good' and returned to the Landlord in its original condition. Failing this, the Landlord has the right to 'make good' the premises, and all expenses for this will be payable by the Vendor. The deposit will be returned to the Vendor within 7 days of completion of the premises handover.
11. The use of the premises is at the risk of the Vendor. The Vendor is required to provide their own insurance for their staff working on the premises. The Landlord is not responsible for any damage or loss to any property, or injury to any person, no matter how it happens, except to the extent that the Landlord, or someone the Landlord is responsible for, causes that damage, loss or injury intentionally or negligently.
12. The Vendor is responsible for any damage which the Vendor or anyone the Vendor is responsible for, causes to the premises; the Origins Market site or the land, including common areas.
13. The Vendor is required to provide their own insurance for their goods and services; as the landlord takes no responsibility for merchandise damaged or stolen from the Premises during Market opening times.
14. The Vendor is required to ensure that all activities for the purpose of their lease fully comply with all statutes and regulations issued by government authorities including any food registration and liquor licenses.
15. The Vendor acknowledges that this Agreement does not contain a license for the Vendor to park motor vehicles at the Market Site. The Vendor and the Vendor's employees must park at all times in the areas designated by the Landlord as 'employee parking areas.'
16. The Vendor is required to use the designated loading bays during the designated times only.
17. The Vendor is required to familiarise themselves and their staff with the emergency evacuation procedures, emergency exits and for the safety of patrons and Vendors, ensure that they do not block or obstruct fire or escape doors and passageways.
18. The Vendor acknowledges and consents to the Landlord using the name, logo and imagery of the Vendor and related content in the marketing and communications for Origins Market. The Vendor is permitted to use the Origins Market name and/or logo, as long as it complies with the Origins Market brand style guide and this usage, together with the details of the relevant application are approved by the Landlord's Marketing representative.
19. The Vendor is not authorised to sub-lease the Premises, without prior consent from the Landlord.
20. General Market Terms and Conditions located at [www.originsmarket.com.au](http://www.originsmarket.com.au) form part of this agreement and are bound by this agreement.