

TERMS AND CONDITIONS – AMSTEL1 FRESH MARKET

Valid for all market editions organized by The Food Line-up B.V., hereinafter:
“Organizer”

1. Definitions

- 1.1 “Market”: the fresh market (indoor/outdoor) organized by the Organizer at the location: *Amstel 1, 1011 VW Amsterdam*.
- 1.2 “Participant”: any natural person or legal entity that sells or promotes goods at the Market (as a vendor or food truck).
- 1.3 “Premises”: all areas, loading/unloading zones, and traffic routes designated by the Organizer.
- 1.4 “Stall/Stand”: a sales location assigned by the Organizer, with or without a market stall or food truck.
- 1.5 “House Rules/Briefing”: operational instructions (setup and takedown, logistics, schedules) that form part of these terms and conditions.

2. Applicability & Order of Precedence

- 2.1 These terms and conditions apply to all offers, placements, and participation in the Market.
- 2.2 Deviations are valid only after written confirmation by the Organizer.
- 2.3 Order of precedence: (i) written deviation/contract, (ii) these terms and conditions, (iii) [TFLU General Terms and Conditions](#), (iv) House Rules/Briefing.

3. Registration, Selection & Admission

- 3.1 Registration is done via the registration form/portal. Registration does not guarantee participation.
 - a) Are you a newcomer to the market or just an occasional participant?
First-time registration means you must participate in at least 3 markets across 3 different weeks.

- b) Do you participate regularly? Monthly or biweekly on fixed days? Then we'll draw up a rolling agreement with a two-week notice period and no limit on cancellations.
 - c) Do you participate every week? In that case, we will draw up a rolling agreement for weekly participation with a minimum term of 3 months and a 3-month notice period. Termination of this agreement must be in writing and is only final upon receipt of written confirmation from the organization.
- 3.2 When registering, you may indicate any preferences. The Organizer will do its best to accommodate these, but cannot guarantee that preferences will be granted. Confirmations are provided exclusively in writing (via email).
 - 3.3 The Organizer selects vendors based on quality, food safety, product range, origin/production, distribution, and capacity.
 - 3.4 Participants must specify the exact product range; changes after admission are permitted only with written consent.
 - 3.5 Selling on behalf of third parties or transferring/subletting a spot is prohibited without permission.
 - 3.6 Participants must be 18+, legally authorized to conduct business, and possess all required legal registrations, permits, and certifications.
 - 3.7 The term "biological" (and derivatives such as organic, eko, eco) is legally protected and may only be used if participants email a copy of their certificate(s) to amstel@thefoodlineup.nl. This does not apply to the sale of certified packaged products.

4. Placement & Layout

- 4.1 Placement is solely at the discretion of the Organizer; fixed spots cannot be guaranteed.
- 4.2 To ensure continuity, the Organizer will make every effort to place participants in recognizable locations so that visitors can easily find them.
- 4.3 The Organizer may change the layout (including on the day of the event) for safety, crowd management, or program-related reasons.

- 4.4 Max. one vehicle per Participant at a time during the loading/unloading time slot and at the designated loading/unloading location; instructions from the market supervisor are binding.
- 4.5 The Organizer does not provide parking facilities; vehicles may not be parked behind or near the stall/stand. Any parking fees are at the Participant's own expense.
- 4.6 Sales vehicles or personal sales units are permitted only if they enhance food safety or the market's appearance, and only after review and approval by the organization.

5. Rates, Deposit & Payment

- 5.1 Participant pays:
 - a. Stand fee. Spot with market stall €125 / Spot without market stall €105
 - b. Optional power supply €30 per available group (3500 kWh)
 - c. Water facilities (water tap) free of charge/included in the stall rental price.
 - d. Waste/cleaning fee €10 per market day
 - e. Any alcohol surcharge may be applied in case of alc sales.
- 5.2 Invoicing is done in advance; payment must be made no later than 14 days after the invoice date and before participation.
- 5.3 Regular Participants receive a consolidated invoice per calendar month. This must be paid 14 days before the start of the month.
- 5.4 In the event of late payment, admission may be refused; the payment obligation remains in effect.
- 5.5 The organizer may index or retroactively charge energy rates and surcharges.
- 5.6 All amounts are exclusive of VAT.

6. Cancellation, No-Show & Replacement

- 6.1 Cancellations by participants must be made exclusively by email; free of charge up to 28 days before the Market, after which 100% of the fee is due.
- 6.2 No-show = 100% of the fee is due + loss of any reserved spots.
- 6.3 The Organizer may cancel, postpone, or shorten the Market due to force majeure, safety concerns, or changes in laws or permits.
- 6.4 Refund: if canceled >24 hours before the start, the Organizer may credit up to 50%; for shorter notice or shortening: no refund.
- 6.5 Replacement by another exhibitor only with written consent.

7. Dates & Times – Setup and Teardown, Traffic & Parking

- 7.1 Times:
 - a. Friday from 10:00 AM – 5:00 PM
 - b. Saturday from 10:00 AM – 5:00 PM
 - c. Sunday from 12:00 PM – 5:00 PM (Themarkten by Amstel1)
- 7.2 The market stall must be set up and ready for business no later than 15 minutes before opening time.
- 7.3 The stall must be staffed at all times.
- 7.4 The market remains open during operating hours. It is not permitted to dismantle the market during the times listed above (the market remains open until closing time, even if the Participant has sold out).
- 7.5 Stay within the assigned footprint; keep emergency routes clear at all times.
- 7.6 Parking on or behind the stall is not permitted without permission (as a rule, there will be no space for this).

8. Stalls, Stand Construction & Fire Safety

- 8.1 The floor load capacity in the skylight area is a maximum of 750 kg/m². Heavy deliveries by vans or other forms of transport are permitted only in consultation and with written permission.

- 8.2 No damage to stalls or the building; any damage must be reported immediately and will be recovered (the Market Manager will prepare a damage report).
- 8.3 Tents/canopies/tarps must be fire-retardant.
- 8.4 Storm protocol: reinforce at 5 BF; at 6 BF, sales in the courtyard may be suspended.
- 8.5 Gas/heating/baking: max. 2 bottles; fire extinguishers mandatory.
- 8.6 Strictly follow NVWA requirements; refrigeration must be monitored with a thermometer.
- 8.7 Electricity: designated outlets only; specify peak power in advance via the registration form.

9. Hygiene & Food Safety (HACCP)

- 9.1 Food safety in accordance with the Food Business Regulation (EC) No. 853/2004 and the HACCP hygiene code.
- 9.2 Labeling in accordance with EU/NL regulations; traceability required.
- 9.3 Tasting only using food-safe methods.
- 9.4 The Organizer reserves the right at all times to conduct inspections to ensure compliance with the established safety and hygiene requirements.
- 9.5 Participants are required to provide accurate allergen information for all products offered.
- 9.6 If food is prepared, processed, or sold, the participant must be registered with the NVWA and be able to provide proof upon request. In case of non-compliance, the Organizer reserves the right to refuse or terminate participation.
- 9.7 Immediately report NVWA notifications to the Participant, even if they did not occur at the Amstel Farmers' Market.

10. Alcohol Policy

- 10.1 Alcohol and beverages may only be sold for home consumption and with the written permission of the Organizer.
- 10.2 Sales must strictly comply with the Alcohol Act and require proper certification.
- 10.3 No sale of spirits/strong liquor (>15%)
- 10.4 No glass or cans unless permitted in writing by the Organizer.

11. Sustainability, Environment & Waste

- 11.1 Follow SUP rules (as set by the Municipality).
- 11.2 Separate waste and dispose of it at the designated locations. Bulky waste must be removed and disposed of by yourself.
- 11.3 Leave the booth free of debris and grease.
- 11.4 Grease/oil stains on the floor will be cleaned at the Participant's expense.

12. Noise & Smoking Policy

- 12.1 Sound systems, amplified sound, and music are permitted only with the Organizer's permission.
- 12.2 Smoking/open flames only in designated areas and with the Organizer's written permission

13. Marketing & Data

- 13.1 Use of the Amstel1 / The Food Line-up brand name only with permission.
- 13.2 The Organizer is entitled to use photo and video material in which the Participant's booth, products, and/or employees are visible for promotional purposes (online and offline), without any compensation being due.
- 13.3 [GDPR](#) applies.

14. Permits & Compliance

- 14.1 The Organizer is responsible for the market permit and umbrella permit for events; the Participant is responsible for the necessary sub-permits, licenses, and certificates.
- 14.2 The Organizer is dependent on the permits issued by the City of Amsterdam. In the event of the revocation or non-issuance of the required permits, the Organizer has the right to cancel the market or markets.
- 14.3 Instructions from supervisors and services are always binding.

15. Insurance & Liability

- 15.1 The Participant must have liability insurance with coverage of at least €1,000,000,- per event.
- 15.2 Participation is at the Participant's own risk.
- 15.3 Damage caused by the Participant must be reported immediately and will be recovered.

16. Force Majeure & Safety

- 16.1 In case of danger, the Organizer may modify or cancel the event.
- 16.2 The Participant and its staff acknowledge the evacuation procedures and routes in effect in the building.

17. Penalties

- 17.1 Violations may result in closure, removal, exclusion, and forfeiture of the deposit.

18. Term & Termination

- 18.1 The term of the agreement is for a period of 3 months. See also Article 3.1 regarding the term of the agreement on a rotating basis.
 - a. First period: May 8 through July 31
 - b. Second period: August 1 through October 31

- c. Third period until December 31, 2026
- d. From 2027 onwards > duration of cooperation: weekly participation every six months.

18.2 Serious breach = immediate termination.

19. Complaints & Escalation

- 19.1 Report operational complaints immediately.
- 19.2 Complaints do not suspend payment.

20. Law & jurisdiction

- 20.11 These terms and conditions are governed by Dutch law.
- 20.12 Disputes shall be settled by the competent court.

21. Final Provisions

- 21.1 The invalidity of any provision shall not affect the validity of the remaining provisions.
- 21.2 The Organizer may amend these terms and conditions.

Appendices: A through F.

- A. House Rules & Logistics Briefing (Setup and Teardown, Loading/Unloading, Routing, Contact Numbers)
- B. Layout map of fresh markets
- C. Alcohol policy Amstel1 (license, serving hours, NIX18, glass/can policy)
- D. Sustainable packaging guidelines & waste separation
- E. Safety chart (fire, first aid, evacuation, storm protocol)
- F. NWWA checklist (temperatures, allergens, traceability)