

# **BUNDABERG AGRICULTURAL PASTORAL AND INDUSTRIAL SOCIETY INC.**

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**YEAR 2019 BUNDABERG SHOW –29<sup>th</sup>, 30<sup>th</sup> & 31<sup>st</sup> May, 2019**

## **SITE CONTRACT AND RENTAL CONDITIONS**

### **FAILURE TO COMPLY WITH THE UNDERMENTIONED CLAUSES WILL RESULT IN THE CANCELLATION OF SHOW SITE AND EVICTION FROM GROUNDS**

1. Bookings can be made by returning the site application form. Written applications **only** will be considered. Site form and fees need to be received at the Show Office, to hold the site within 14 days of booking. If not paid within 14 days, site will be declared vacant and returned to site plan.
2. **Bank details are** – Name: Bundaberg A P & I Society  
BSB- 084 571  
Account No – 50 864 5985
3. *If paying by direct deposit a copy of the bank receipt MUST be forwarded to the Show Secretary.*
4. *Bundaberg Show is a three day show – ALL exhibitors are expected to be open and trading for the three days.*
5. *All Site holders need to pay a refundable bond of \$100. Bonds will not be refunded if all conditions are not met. Bonds will be refunded from 4.30pm to 6.00pm on Friday 31<sup>st</sup> May only from the Show office.*
6. *Notification of intended cancellation must be lodged in writing. NO site fees will be refunded after 30<sup>th</sup> April, 2019. ALL cancellations will incur a 10% administration fee.*
7. ALL site setup must be completed before 7.00 a.m. Wednesday, 29<sup>th</sup> May, 2019.
8. **Displays, stalls, or fixtures must not be dismantled, nor goods or materials removed before 5pm Friday 31<sup>st</sup> May, 2019.**
9. The Bundaberg A.P. & I. Society Inc. undertakes to rent the site and/or building in its present condition. All subsequent plumbing, carpentry, and electrical requirements remain the responsibility of the exhibitor.
10. **All Electrical Leads must be tested and tagged and must not impede the flow of pedestrians and vehicles. Leads will be checked at the Bundaberg Show.**
11. Rental of site allocations remains the prerogative of the Bundaberg A.P. & I. Society Inc. to within described area to be used only and solely for the purposes specified hereon, **NO SUBLETTING WILL BE PERMITTED.**
12. Only those goods of the nature stated on the Site Application form are to be displayed and/or sold. The Show Committee obtains the right to enter upon the area described and to remove any article, sign, picture or printed matter, which may be deemed as obscene, or cause offence to the general public.
13. The lessee must confine his/her business to the purposes described herein. No selling, canvassing, hawking or distribution of printed or other matter, will be permitted outside of the area contracted for.
14. **ANY ATTEMPT BY SITE-HOLDERS WITHIN THE COMMERCIAL EXHIBIT AREA, INCLUDING GATE ENTRY POINTS, TO RELOCATE WITHOUT THE SPECIFIC AUTHORITY OF THE SITE MANAGER, SHALL INCUR IMMEDIATE FORFEIT OF TRADING RIGHTS ON THE BUNDABERG SHOWGROUNDS.**
15. Exhibitors, their representatives, and employees will conduct themselves in an orderly and respectable manner, at all times. Alcohol must **NOT** be consumed on exhibit stands by stand holders.
16. The Site Manager reserves the right, in unforeseen circumstances, to amend or alter the size or location of allocated sites, and exhibitor/trader hereby undertakes to agree to any such alteration as deemed necessary.
17. Under no circumstances shall site holders excavate, dig or place pegs in his/her site area, without firstly securing permission.
18. Each stand is to carry at least one fire extinguisher of approved type, and suitable for use on the prospective display.
19. **Site Applications MUST include actual frontage measurement, in metres, including tow bar lengths and shutter/shade extensions, and tent pegs.**
20. **Application must state specific power requirements for anticipated load capacity, single or three phase connection and total amperage.**
21. If power needs are not stated, 1 x 15amp outlet will be supplied.
22. NB: A levy will be applied on excess loading, at the discretion of The Show Committee.
23. **A copy of the current Public Liability Policy held by each Trader/Exhibitor must be furnished with every site application form.** Given details of current Public Risk Insurance coverage will be respected as private and confidential information. Food vendors **must** also include food licence paperwork.
24. The exhibitors shall strictly comply with all Commonwealth, State and Local Government statutes, regulations and local laws including but not limited to the guidelines on the safety of showbags, toys and novelties as published by the Queensland Department of Consumer Affairs.
25. Where a site has been allocated to any Exhibitor/Trader, The Show Committee reserves the right, in case the said person shall fail to make or maintain an adequate or

creditable display, to declare that allocated position (or any part thereof) subject to forfeit.

**26. NB: TRADE EXHIBIT/SITE HOLDERS MUST NOT ALLOW THEIR ALLOCATED SITE TO BE USED FOR FUNDRAISING ACTIVITIES, EVEN THOUGH SAID EXHIBITOR/TRADER MAY BE INVOLVED IN A SPONSORSHIP PROGRAMME ON BEHALF OF A PARTICULAR CHARITABLE CAUSE.**

**27. *There are to be no Marquees or Gazebos erected in the Pavilion.***

**28. *No Dogs permitted in the Pavilion.***

**29. Itinerant traders must not display or sell any fare recognised as an approved line of the Showmen's Guild of Australasia.**

**30. VEHICLES IN GROUNDS**

Vehicles and machinery for show-time exhibits must be on site in the Bundaberg Showgrounds by 7.00 a.m. on Wednesday 29<sup>th</sup> May, 2019. Compliance with this direction will allow ground staff to secure access gates before turnstiles are open for public admission. With the general exception of vehicles for exhibit purposes, only those vehicles displaying an Entry Permit pass will be allowed to enter the Showgrounds during the Bundaberg Regional Show. **All service vehicles must use the allocated service gate, and all vehicles must be removed from within the Showgrounds by 8.00am DAILY. This condition will be strictly enforced, and offending vehicles will be towed from the Showgrounds at the OWNER'S EXPENSE.**

**31. MOVEMENT OF VEHICLES WITHIN THE SHOWGROUNDS ON THE FINAL DAY (FRIDAY 31<sup>st</sup> MAY) WILL NOT BE PERMITTED UNTIL 6.00 P.M. OTHER THAN ALLOCATED RODEO VENDORS.**

**32. NO VEHICLE MOVEMENT permitted within the grounds while Show is open to the public.**

33. It remains the responsibility of the exhibitor/trader to ensure the cleanliness and tidiness of occupied positions for the duration of the Show. The Society will arrange for general cleaning of aisles and passageways daily.

34. It is agreed that the Bundaberg A.P. & I. Society Inc. will not under any circumstances be held responsible for any loss or damage to the Stock in Trade etc. or any part thereof, or any site holder or exhibitor, from any cause whatsoever.

35. The Society will use its best endeavours to ensure the supply of standard services, but it shall not incur any liability to the exhibitor/site holder for losses, damages or expenses or otherwise if through strike, lock/out, accident, force majeure or other cause beyond the control of the Society, or any such services which wholly or partially fail or cease to be available nor shall the exhibitor/site holder be entitled to any allowance in respect of rental due or paid under this Agreement.

36. Although public address systems are not officially banned, the use of same must be governed and will be strictly monitored by officers of the Society. Offending

equipment will be confiscated for the remainder of the Show.

37. The Society shall determine when the Exhibition shall be opened to the exhibitors and the general public.

**ADVERTISED HOURS OF PAVILION:**

- a. Wednesday 29<sup>th</sup> May – 9.00am to 9.00pm
- b. Thursday 30<sup>th</sup> May – 9.00am to 10.00pm
- c. Friday 31<sup>st</sup> May – 9.00am to 5.00pm

**38. INDEMNITY CLAUSE**

‘The exhibitors shall indemnify and hold indemnified the Bundaberg A.P. & I. Society Inc. from and against all actions, claims, demands, losses, damages, costs and expenses which the Bundaberg A.P. & I. Society Inc. may sustain or incur or which the Bundaberg A.P. & I. Society Inc. may become liable during or after the term of this Agreement in respect of or arising from any personal injuries sustained by any person in or about the site occupied by the exhibitor, howsoever caused, other than the willful or negligent act of the Bundaberg A.P. & I. Society Inc. or its servants, loss or damage or injury from any causes whatsoever to property or person caused by or contributed to by the use of the site by the exhibitor or any servant, agent, sub-licensee, or other person authorised by the exhibitor, loss, damage or injury from any cause whatsoever to property or person within or without the site, occasioned or contributed to by the neglect or default of the exhibitor or any servant, agent or other person claiming through or under the regulations and restrictions on the part of the exhibitor under this Agreement whether positive or negative expressed or implied.’

39. The Bundaberg A.P. & I. Society Inc. will not be held responsible for any accident which may be caused through or by the site holder, or which may occur in connection with his/her business, and the site holder shall indemnify the Society against any legal proceedings arising from any such accident.

40. **EXHIBITORS' PASSES** - available on the following basis **3 DAY NON SURRENDERABLE PASSES** - These passes admit the bearer to the Showgrounds for the duration of the Show, they are to be retained by the holder and produced upon demand. Passes are issued on the basis of **TWO (2) COMPLIMENTARY PASSES PER SITE**. Any additional 3 day Passes may be applied for, at the cost of **\$26.40** each to the exhibitor/site holder.

41. **SINGLE USE PASSES** - This form of admission can be used once **ONLY**, and must be handed in upon entry, at the turnstiles. Single admission passes are subject to issue at the discretion of The Show Secretary, upon application by the exhibitor/site holder. Single admission passes are charged to the exhibitor/site holder at the concessional rate of **\$8.80** per pass.

**42. NB The limit of ten (10) single use passes per day, applies to all exhibitors/site holders.**