

# TERMS & CONDITIONS OF EXHIBITING

## 1. Meaning of Terms

1.1 In this agreement: "Executive" means means Field Day Society on behalf of the Rotary Club of Bundaberg. "Agro-Trend" means Bundaberg Agro-Trend.

## 2. Site Application Forms

Exhibitors – only exhibitor contract forms properly completed and accompanied by 50% deposit returned to the Event Manager on or before 20 August 2024 will be eligible for a site. Exhibitor contract forms lodged after 20 August 2024 must be accompanied by full payment and \$5 million Public Liability Insurance before a site is allocated.

## 3. Allocation of Sites

- 3.1. The allocation of site is at the complete discretion of the Executive.
- 3.2 The Executive reserves the right to alter site allocations at its discretion.
- 3.3 If in the opinion of the Executive, Exhibitors have shown adequate reasons for requiring special sites, the Executive, in their discretion may allocate such sites.
- 3.4 Businesses with outstanding debt to the BFDS will be refused.

## 4. Possession of Site

- 4.1 The Exhibitor shall not go into possession of the site until 9am on the Wednesday of Agro-Trend.
- 4.2 All machinery, vehicles, goods or other articles to be displayed shall be on the Exhibitor's site by 6.00pm on the Thursday of Agro-Trend.
- 4.3 No machinery, vehicles, goods or other articles displayed shall be removed from the Exhibitor's block before 3pm on the Saturday of Agro-Trend without the written approval of the Event Manager.

## 5. Abandoned Property

- 5.1 At the completion of Agro-Trend, the Exhibitor must remove from the site all structures erected by the Exhibitor for the purpose of the Field Day and completely vacate the area by the Sunday following Agro-Trend.
- 5.2 At the expiration of thirteen (13) days from the completion of Agro-Trend, if there is any structure, or part thereof, remaining on the site, then the Executive shall have the right to remove, dismantle or sell such property of the Executive and if the Executive incurs any cost in removal the Exhibitor shall indemnify the Executive.

## 6. Assignment of Site

6.1 An Exhibitor shall not assign or sub-let or part with possession of the whole or any part of the site, or purport to do so, without the prior written consent of the Event Manager

## 7. Condition of Site

7.1 Exhibitors are responsible for the condition of the site during the currency of Agro-Trend and upon completion of such field days. Exhibitors must ensure that their site is left in a clean state with all rubbish removed.

## 8. Loss or Damage

8.1 The Executive shall not be liable for loss to the Exhibitor's property whilst on the site.

## 9. Termination of Agreement

- 9.1 This agreement can be terminated by the Executive by giving notice to the Exhibitor.
- 9.2 The circumstances in which the Executive may terminate this agreement include:
  - (i) If the Executive finds it necessary or expedient to cancel or postpone Agro-Trend;
  - (ii) If in the opinion of the Event Manager, these conditions have been breached or the Exhibitor does not occupy the site at the commencement of and during the full period of the field days.
  - (iii) If the Executive is of the opinion that the termination of this agreement is in all circumstances justified.

## 10. Effect of Termination

- 10.1 On the effective termination of this agreement by the Executive:
  - (i) the Executive reserves the right to retain all monies paid by the Exhibitor up to, and including, the date of termination: and
  - (ii) the Executive shall not be liable to the Exhibitor for any compensation due to loss of profits or otherwise in respect of the termination.

## 11. Termination by Exhibitor

- 11.1. If an Exhibitor, not less than four (4) weeks prior to the commencement of the Field Days, request the Executive to cancel this agreement, the Executive may do so on the condition that it retains 50% of the deposit previously paid.
- 11.2 In the event that an Exhibitor requests to cancel this agreement within four (4) weeks of the commencement of the Field Days, the Executive may do so, however all monies paid by the Exhibitor are forfeited.

## 12. Fueling Site

- 12.1 The Executive does not provide a fueling point on site.
- 12.2 Exhibitors must make adequate safety arrangements for the fueling of tractors and machines.

## 13. Public Liability Insurance

- 13.1 Exhibitors must cover their public risk liability by taking out public liability insurance.
- 13.2 The minimum amount of cover must be 5 million dollars.
- 13.3. The insurance must indemnify the Executive and its authorized agents from all actions, claims, demands, losses, damages, costs and expenses arising from the Exhibitor's use of the site.
- 13.4 A photocopy of the insurance cover must be submitted with the Exhibitors Contract.
- 13.5 it is the express duty of an Exhibitor to demonstrate an obligation of care for on site operations including the use of all power cables and equipment.

## 14. Compliance with Laws

14.1 Exhibitors must comply with all laws governing the erection of structures, the display and sale of machinery, and other products or goods.

## 15. Entry on Site

- 15.1 The Executive or any person appointed by the Executive shall retain the right to enter to the site at any time.
- 15.2 The Executive or any person appointed by the Executive shall have the power to remove any article, sign, picture or printed matter, which in his or her opinion is either not eligible for display or may be the cause of offence.

## 16. Advertising

- 16.1 The Executive prohibits the dropping of advertising leaflets or other similar material from any aircraft over the field day site.
- 16.2 Clause 16.1 does not apply if Executive approval has been previously obtained.
- 16.3 Only Exhibitors may distribute advertising leaflets and only from their sites.
- 16.4 The display of advertising signs of any description is restricted to the area occupied by the Exhibitor.
- 16.5 Exhibitors are not permitted to walk around the grounds handing out literature/samples without permission of the Executive.
- 16.6 As an exhibitor at Agro-Trend you will receive:
  - (i) a free listing including site location in the official program.
  - (ii) Each site includes 2 passes ie; 3 sites = 6 passes

## 17. Competition or Gaming

17.1 Exhibitors are expressly forbidden from conducting or permitting on their site any raffle, competition, game or sale by auction not approved in writing by the Executive.

## 18. Livestock

18.1 Except as provided or approved by the Executive, no livestock shall be brought into the Grounds without NLIS Registration.

## 19. Catering

- 19.1 The Rotary Club of Bundaberg has exclusive rights for Agro-Trend with an exclusive menu The Executive's decision shall be final and no correspondence will be entered into.
- 19.2 All liquid refreshments are to be purchased from the Rotary Club of Bundaberg. No liquid refreshments are to be brought on to the site.
- 19.3 The bringing of beer, drinks and other beverages in glass containers, bottles or stubbies on to the site is strictly forbidden.
- 19.4 Exhibitors wishing to entertain by barbeque or other such functions on their site shall only do so after 5.00pm and with the express permission of the Executive.

## 20. Loudspeakers

20.1 The use of loudspeakers or amplifiers by Exhibitors is expressly prohibited unless they have written approval by the event manager.

## 21. Vehicles

21.1 Movement of motor vehicles and motorcycles other than to and from designated parking areas is forbidden. No vehicles, forklifts etc. will be permitted on site or into any display areas until after gates are closed on the Saturday of Agro-Trend. (Exhibitor entry gates will be manned to ensure exhibitors compliance with this regulation).

## 22. Indemnity

- 22.1 The Exhibitors shall indemnify and hold indemnified the Executive from and against all actions, claims, demands, losses, damages, costs and expenses which the Executive may sustain or incur or which the Executive may become liable whether during or after the term of this Agreement in respect of or arising from any:
  - (i) personal injuries sustained by any person in or about the site occupied by the Exhibitor, howsoever caused;
  - (ii) 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 its authorized agent; or
  - (iii) loss or damage or injury from any causes whatsoever to property or person caused by or contributed to by the neglect or default of the Exhibitor or its authorized agent.
- 22.2 The Exhibitor is not liable to indemnify the Executive for injuries arising due to the willful or negligent act of the Executive or its servants, agents, sub-licensee, or other person authorized by the Executive.

**23. Electricity; No charge - Standard power 240 volt is available to majority of sites. Exhibitors must provide their own extension leads and all power leads and appliances must be properly tagged in accordance with safety regulations. Three phase power is available to certain sites. Contact event management for more details.**

**24. Exhibitors please note: Fees apply for credit card payments of site fees.**

**25. We will operate under any QLD Government Covid requirements at the time of the event.**

**For all enquiries please contact:**

**Event Manager,**  
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