

BUNDABERG AGRICULTURAL PASTORAL AND INDUSTRIAL SOCIETY INC.

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BUNDABERG QLD 4670

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Hitz 93.9 BUNDABERG SHOW - 29th, 30th & 31st MAY 2024

SITE CONTRACT AND RENTAL CONDITIONS

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

- Applications for a site can be made by filling out and returning the Site Application Form *or* Showbag Site Application Form. Written applications **ONLY** will be considered.
- Invoices will be issued once application is approved. Fees **MUST** be received at the Bundaberg Show Office within 14 days of invoice date. If not paid within 14 days, the booking will be cancelled and may result in missing out on a site at the Show altogether.
- Payments can only be made via the following options:**
Cash, Cheque or Direct Deposit (no EFTPOS available).
Bank details for Direct Deposit are:
Name: Bundaberg A P & I Society
BSB: 633-000
Account No: 164 779 225
PLEASE NOTE - If paying by direct deposit, a copy of the bank receipt MUST be forwarded to the Show.
- Bundaberg Show is a THREE DAY show** – ALL exhibitors are expected to be OPEN and TRADING for all three dates stated on Site Application.
- Notification of intended cancellation must be lodged in writing. **NO site fees will be refunded after 30th April 2024. ALL cancellations will incur a 10% administration fee.**
- TWO (2) complimentary THREE-DAY EXHIBITOR'S PASSES are issued PER SITE.** These passes admit the bearer to the showgrounds for the entire duration of the 2024 Bundaberg Show. They are to be retained by the holder and to be presented on demand.
- ADDITIONAL Three-Day Passes MUST** be included in site application and paid for when booking a site, at the cost of **\$30.00 each** to the exhibitor/site holder.
- SINGLE ADMISSION PASSES** 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 **\$10.00 per pass**. These can be applied and paid for when booking a site.
The limit of **TEN (10) Single Admission Passes PER DAY**, applies to all exhibitors/site holders.
- ALL SITE SETUPS MUST BE COMPLETED BEFORE 7.00 a.m. Wednesday, 29th May 2024.**
- Displays, stalls, or fixtures **MUST NOT** be dismantled, nor goods or materials removed before 5pm Friday 31st May 2024, unless approved by Pavilion manager.
- 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.
- NO VEHICLE MOVEMENT** is permitted within the grounds while the Bundaberg Show is OPEN to the public.
- Movement of vehicles within the showgrounds on the FINAL DAY of the Show (Friday, 31st May 2024) **WILL NOT BE PERMITTED UNTIL 6.00 P.M.**, without prior consent of Site Manager, other than allocated Rodeo vendors.
- 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.**
- 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!**
- 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, pictures, or printed matter, which may be deemed as obscene, or cause offence to the general public.
- All foodstuffs, human or animal, for display or sale in the main pavilion MUST be in sealed packaging.**
- The are to be NO marquees or gazebos erected in the Pavilion.**
NO dogs permitted in the Pavilion.
- 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.
- 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 at the Bundaberg Show.**
- Exhibitors, their representatives, and employees will always conduct themselves in an orderly and respectable manner. Alcohol must **NOT** be consumed on exhibit stands by site holders, representatives, or employees.
- The Site Manager reserves the right, in unforeseen circumstances, to amend or alter the size or location of allocated sites, and site holder/trader hereby undertakes to agree to any such alteration as deemed necessary.
- Under NO circumstances** shall site holders excavate, dig or place pegs in his/her site area, without firstly securing permission from the Site Manager.
- Each stand is to carry at least **ONE** fire extinguisher of approved type, and suitable for use on the prospective display.

25. Site Applications **MUST** include actual frontage measurement, in metres, including tow bar lengths and shutter/shade extensions, and tent pegs.
26. Application **MUST** state specific power requirements for anticipated load capacity, single or three phase connection and total amperage.
27. **If power needs are not stated**, 1 x 15amp outlet is included in site fee and will be supplied.
28. **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.
29. **Food vendors MUST also include Food Licence paperwork.**
30. The exhibitors shall 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.
31. Where a site has been allocated to any Trader/Exhibitor, The Bundaberg 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.
32. **NB: Trade exhibitors/site holders must NOT allow their allocated site to be used for fundraising activities, even though said exhibitor/site holder may be involved in a sponsorship programme on behalf of a particular charitable cause,** without prior exemption by the Bundaberg Show Committee.
33. Itinerant traders must not display or sell any fare recognised as an approved line of the Showmen's Guild of Australasia.
34. **Vehicles and machinery** for show-time exhibits **must be on site at the Bundaberg Show by 7.00 a.m. on Wednesday 29th of May 2024.** 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.
35. 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.**
36. It remains the responsibility of the trader/exhibitor to ensure the cleanliness and tidiness of occupied positions for the duration of the Show. The Show Society will arrange for general cleaning of aisles and passageways daily.
37. 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.
38. The Show Society will use its best endeavours to ensure the supply of standard services, but it shall not incur any liability to the trader/exhibitor 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.

39. Although public address systems are not officially banned, the use of same must be governed and will be strictly monitored by officers of the Show Society. Offending equipment will be confiscated for the remainder of the Show.
40. The Society shall determine when the Exhibition shall be opened to the exhibitors and the general public.

ADVERTISED HOURS OF PAVILION 2024:

Wednesday 29th May – 9.00am to 8.30pm

Thursday 30th May – 9.00am to 8.30pm

Friday 31st May – 9.00am to 5.00pm

41. 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 wilful 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/trader under this Agreement whether positive or negative expressed or implied.’

42. 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.