

2019 SITE CONTRACT AND RENTAL CONDITIONS

{Failure to comply with the undermentioned clauses will result in the forfeit of Show (sites)}

1. Full payment of site fees must be lodged by 5:00pm on 1st June 2019
2. Display stands must be completed by 10:00am on Friday 21st June 2019
3. Displays, stalls or fixtures must not be dismantled, nor goods or materials removed and the exhibitor must remain open and trading until 3:00pm on Saturday 22nd June 2019
{This condition will be strictly enforced. Offending traders are liable to forfeit the privilege of future site applications}
4. The Proserpine A.P. & I. Association Inc. undertakes to rent and/or building in its present condition. All plumbing, carpentry and electrical requirements remain the responsibility of the exhibitor. Any works undertaken by the exhibitor at their own expense, shall be subject to prior approval by the management committee, and proceed in a workman-like manner, with exhibitor responsibility to make good any damage which may be sustained to any site, facility or building. PLEASE REFER ITEM 12 of these conditions.
5. Rental of site allocations remains at the discretion of the Proserpine A.P. & I. Association Inc. The described area is to be used only and solely for the purpose specified herein, **NO SUB LETTING WILL BE PERMITTED**, without the written authority of the Show Secretary.
6. Only those goods of the nature stated on the site application form are to be displayed and/or sold. The Show Secretary or agent shall retain the power to enter upon the area described and (to) remove any article, sign, picture or printed matter which may be deemed as obscene, or (as) a likely cause of offence to the general public and/or (to) the officials of the Proserpine A.P. & I. Association Inc.
7. **The display and/or sale of laser lights, knives, offensive T-shirts, and vehicle stickers, bongos and liquid string merchandise is strictly prohibited on the Proserpine Showgrounds.**
8. The exhibitor must confine his/her business to the purpose described herein. No selling, canvassing, hawking or distribution of printed or other matter, will be permitted outside of the area contracted for. Failure to comply with this stipulation will result in the confiscation of such articles/goods, and the eviction of the offending persons from the Proserpine Showgrounds.

N.B. Any attempt by site-holders within the commercial exhibit area, including gate entry point, to occupy further positions, without the specific authority of the Show Executive Committee, shall incur immediate forfeit of trading rights on the Proserpine Showgrounds.

Offending goods may be confiscated at the discretion of the executive committee.
9. Exhibitors, their representatives, and employees will conduct themselves in an orderly and respectable manner, whilst said persons are on the Proserpine Showgrounds.
10. The possession of illegal drugs and narcotic substances, will not be tolerated, and is strictly prohibited on the Proserpine Showgrounds
11. **The Executive Committee reserves the right, in unforeseen circumstances, to amend or alter the size or location of allocated sites, and the exhibitor/trader undertakes to agree to any such alteration as deemed necessary.**

12. **Any exhibitors intending to bring electrical equipment to the Proserpine Showgrounds will be required to ensure that such equipment is fitted with earth leakage circuit breakers and that all electrical leads, tools and appliances have been inspected and tagged by a licensed electrical contractor.**
- This is essential for the safety of all exhibitors and the general public and is a requirement of the Workplace Health and Safety Act of 1989. The Act imposes very severe penalties in the event of non-compliance with its provisions.**
- Any exhibitors who do not comply will not be allowed to exhibit at Show Whitsunday run by the Proserpine A. P. & I. Association Inc.**
- No person may be engaged in electrical work of any kind, for which he/she does NOT have the relevant qualifications, technical knowledge and necessary experience.**
- ALL ELECTRICAL FAULTS MUST BE REPORTED TO THE SHOW OFFICE IMMEDIATELY AND THE PROSERPINE A. P. & I. ASSOCIATION INC.'S APPOINTED ELECTRICIANS WILL ATTEND TO THE MATTER AS SOON AS POSSIBLE.**
13. All hazardous materials used by contractors, exhibitors and/or their commissioned agents, must be accompanied by a Material Safety Data Sheet, and submitted for the attention of the secretary, prior to the endorsement of the application/usage of such product.
The use, storage and disposal of waste product, or the storage and handling of dangerous goods, pose a threat to the environment, if not used in the correct manner.
Contractors, exhibitors, their agents, and all employees must wear protective clothing and use safety code compliant equipment, appropriate to their trade and duty.
14. Under no circumstances shall site holders excavate, dig or place pegs in their site area, without firstly securing permission from the Show Secretary
15. Each stand is to carry at least one operational fire extinguisher of a capacity and type sufficient to extinguish any fire which may reasonably occur on the site.
16. **Site applications must include actual frontage measurements, including towbar lengths and shutter/shade extensions, which remain subject to standard rates of payment.** Any extension of trade, promotion, or other form of site-holder operation beyond the defined front-line of the ground lay-out plan, is strictly prohibited, and may incur immediate forfeit of trading rights on the Proserpine Showgrounds.
17. The site electrician remains the final arbitrator where one or more operations are deemed to draw excessive power through lighting, cooking or other usage. In the interests of public safety and general efficiency, the site electrician carries the Committee approval to withdraw the power supply to any section of the showgrounds found to exceed standard consumption rate.
18. Application must state specific power requirement for anticipated load capacity. Single or three phase connection, and total amperage. PLEASE NOTE: EXCESS LOADING WILL NOT BE PERMITTED.
19. Minimum frontage on any site is three (3) metres.

20. **A copy of the current Public Liability policy of insurance for a sum of at least \$20,000,000.00**, in the name of the trader/exhibitor with an approved insurance company must be furnished with the respective site application form. Without proof of Public Liability coverage currently being held by applicants for show site(s), the Proserpine A.P.& I.Association Inc. will reject such applications at it's absolute discretion. Given details of current Public Risk Insurance coverage will be respected as private and confidential information.
21. **SITE HOLDER MUST OBSERVE ALL PROVISIONS OF THE FOOD AND HEALTH REGULATIONS.**
22. ***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 show bags, toys and novelties as published by the Office of Fair Trading Queensland.***
23. Where a site has been allocated to any Exhibitor/Trader, the Show secretary 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.
24. Only those areas specifically rented for the purpose of raising funds for charity, shall be permitted to sell lucky numbers, raffles, lucky dips and chocolate wheel tickets etc. N.B. Trade/exhibit site holders must NOT allow their allocated sites to be used for fundraising activities, even though said Exhibitor/Trader may be involved in a sponsorship program on behalf of a particular charitable cause.
25. **VEHICLES IN GROUNDS**
 Vehicles and machinery for show-time exhibit must be on-site in the Proserpine Showgrounds by 10:00am on Friday 21st June 2019. Compliance with this direction will allow grounds staff to secure patrons walking area. The show office must be advised of all service vehicles that may need to enter the showgrounds BEFORE they enter the grounds. SERVICE VEHICLES MAY NOT ENTER THE GROUNDS WITHOUT EXPRESS PERMISSION FROM THE SHOW OFFICE AND MAY NOT ENTER THE EXHIBITION AND TRADE AREAS AT ANY TIME DURING THE SHOW. i.e. from 10:00am to 11.00pm on Friday 21st June 2019, and between 9:00am and 4:00pm on Saturday 22nd June 2019.

 Owing to revised parking arrangements within the Proserpine Showgrounds, camping and vehicular parking is NOT permitted in the vicinity of the commercial/trading area, nor in adjacent exhibit/judging areas. Camping will only be approved at **\$15 per night** per van/truck and only available at designated area as outlined by the committee of the Proserpine A. P. & I. Association Inc.

MOVEMENT OF VEHICLES WITHIN THE SHOWGROUNDS ON THE FINAL DAY (Saturday 22nd June 2019) WILL NOT BE PERMITTED UNTIL AFTER 3:00pm.
26. It remains the responsibility of the exhibitor/trader to ensure the cleanliness and tidiness of occupied positions for the duration of the show. The Association will arrange for general cleaning of aisles and passageways daily.
27. It is agreed that the Proserpine A. P. & I. Association Inc will not under any circumstances be held responsible for any loss or damage to the stock in trade, stalls, equipment etc, or any part thereof belonging to an exhibitor.

28. The Proserpine A. P. & I. Association Inc. shall not be liable in contract, tort or otherwise for any injury to or death of any person, damage to property, economic loss or any indirect or consequential damages caused by or resulting from the exhibitors occupation of the site and the exhibitor shall indemnify and keep indemnified the Association against all costs, damages, claims or proceedings in respect of any accident how so ever occurring which may occur in connection with the use by the exhibitor, its servants, agents, employees, invitees, licensees and visitors, or any part of the or any installation therein.
29. FAILURE OF SERVICES – The Proserpine A.P.& I. Association Inc. will use its best endeavours to ensure the supply of standard services, but it shall not incur any liability to the exhibitor for losses, damages or expenses or otherwise if through strike, lockout, accident, force majeure or other cause beyond the control of the Association, any such services shall wholly or partially fail or cease to be available nor shall the exhibitor be entitled to any allowance in respect of rental due or paid under this Agreement.
30. Although Public Address Systems are not officially banned, the use of same must be governed and will be strictly monitored by officers of the Association. Any person found to be using systems which is deemed to be in an objectionable way to other site holders, the general public, or by officers of the Association, remains liable to have the offending equipment confiscated for the remainder of the Show.
31. The Proserpine A. P. & I. Association shall determine when the Exhibition shall be opened to the exhibitors and (to) the general public, and this management decision as to such hours will be final and conclusive.

ADVERTISED HOURS FOR THE SHOW:

Friday	(21/06/2019)	11:00am to 11:00pm
Saturday	(22/06/2019)	9:00am to 3:00pm

32. EXHIBITORS PASSES – Available on the following basis.
Each trade site is entitled to 2 free 2 day passes. Further 2 day passes can be purchased for the site at the rate of \$10 each.

Final page of Site Contract and Rental Conditions. Please acknowledge perusal of this document on the Show Space Application.