



2021 SITE CONTRACT AND RENTAL CONDITIONS

Friday, 18th and Saturday, 19th June 2021

Proserpine Agricultural, Pastoral & Industrial Association Inc.

ABN: 45 548 895 172

PHONE: 0458 451 126

FAILURE TO COMPLY WITH THE UNDERMENTIONED CLAUSES WILL RESULT IN THE FORFEIT OF SHOW SITES

1. GENERAL

Full payment of site fees must be lodged by 5.00pm on 1st June 2021.

2. Display stands must be completed by 10.00am on Friday 18th June 2021.
3. The Proserpine AP&I Association Inc undertakes to rent the site/building in its present condition. All plumbing, carpentry and electrical requirements remain the responsibility of the exhibitor. Any works undertaken by the exhibitor will be at their own expense, and shall be completed only with prior approval from 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 to Item 12 of these conditions.
4. Rental of site allocations remains at the discretion of the Proserpine AP&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 prior written consent of the Show Secretary.**
5. 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 described area and remove any article, sign, picture or printed materials 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 AP&I Association Inc.
6. The display and/or sale of laser lights, knives, offensive t-shirts, vehicle stickers, bongos and liquid string merchandise is strictly prohibited on the Proserpine Showgrounds.
Please refer to the Banned Items List.
7. The Exhibitor 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. 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.
NB. Any attempt by site-holders within the commercial exhibit area, including gate entry, to occupy further positions, without the specific authority of the Show Executive Committee, shall incur immediate forfeit of trading rights on the Proserpine Showgrounds.
8. 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 within the Proserpine Showgrounds.
10. The possession of illegal drugs and narcotic substances will not be tolerated and is strictly prohibited within the Proserpine Showgrounds.
11. 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.
NB. Trade/exhibit site holders must NOT allow their allocated sites to be used for fundraising activities, even though said Trader/Exhibitor may be involved in a sponsorship program on behalf of a particular charitable cause.



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12. Failure of Services – The Proserpine AP&I Association Inc will use its best endeavours to ensure the supply of stand services, but it shall not incur any liability to the Exhibitor for any losses, damages, 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 Contract.
13. The Proserpine AP&I Association Inc shall determine when the Exhibition shall be opened to Exhibitors and (to) the general public, and this management decision as to such hours will be final and conclusive.
14. 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 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.

Advertised hours for the Show

Friday, 18th June 2021 – 10.00am until 11.00pm
Saturday, 19th June 2021 – 9.00am until 3.00pm

Exhibitor Passes

Available on the following basis:
Each trade site is entitled to 4 free Day Tickets.
Please provide the secretary with ticket holder names before 1st June 2021
Further Exhibitor Day Tickets may be purchased for the site, at the rate of \$10.00 each. Please order and pay for these tickets online at Eventbrite before entry can be granted.
Our ticket site will be available online from 17th April 2021

SAFETY

15. 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 licenced electrical contractor.
16. This is essential for the safety of all Exhibitors and the general public. It is also a requirement of the Workplace Health and Safety Act 1989. The Act imposes very severe penalties in the event of non-compliance with its provisions.
17. Any Exhibitors who do not comply, will not be allowed to exhibit at Show Whitsunday, run by the Proserpine AP&I Association Inc.
18. No person may be engaged in electrical work of any kind, for which he/she does NOT have relevant qualifications, technical knowledge or necessary experience of.

All electrical faults must be reported to the Show Office immediately and the Proserpine AP&I Association Inc's appointed Electrician will attend to the fault, as a matter of urgency.



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19. All hazardous materials used by Contractors, Exhibitors and/or their commissioned agents, must be accompanied by a Material Safety Data Sheet (MSDS), and be 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.

20. Contractors, Exhibitors, their agents and all employees must wear protective clothing and use safety code compliant equipment, appropriate to their trade and duty.

Each stand is to carry at least one operational fire extinguisher of a capacity type sufficient to extinguish any fire which may reasonably occur on the site.

21. 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 Committee approval to withdraw power supply to any section of the Showgrounds found to exceed standard consumption rate.

22. Application must state specific power requirements for anticipated load capacity. Single or three phase connection and total amperage.

Please Note. Excess loading will not be permitted.

SITE INFORMATION

23. 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 19th June 2021.

(This condition will be strictly enforced.

Offending traders are liable to forfeit the privilege of future site applications)

24. 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.

25. Under no circumstances shall Site Holders excavate, dig or place pegs in their site area, without first obtaining permission from the Show Secretary.

26. Site applications must include actual frontage measurements, including towbar length 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 within the Proserpine Showgrounds.

27. Minimum frontage on any site is three (3) metres.

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



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Vehicles on Grounds

29. Vehicles and machinery for show-time exhibits, must be on-site in the Proserpine Showgrounds by 10.00am, Friday 18th June 2021. Compliance with this direction will allow ground staff to secure patron walking areas. The Show Office must be advised of all service vehicles that may need to enter the Showgrounds BEFORE they enter the Showgrounds.
30. Service vehicles MUST NOT enter the showgrounds without express permission from the Show Office and may not enter the exhibition and trade areas at any time during the show (from 10.00am until 11.00pm, Friday 18th June 2021 and from 9.00am until 3.00pm, Saturday 19th June 2021).
31. Owing to revised parking arrangements within the Proserpine Showgrounds, camping and vehicular parking is NOT permitted in the vicinity of the commercial/trade area, nor in adjacent exhibit/judging areas. Camping will only be approved at \$15.00 per night, per van/truck and only available at designated areas, as outlined by the Committee of the Proserpine AP&I Association Inc.
32. 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.

Movement of vehicles within the Showgrounds on the final day (Saturday, 19th June 2021) will not be permitted until after 3.00pm.

INSURANCE

33. A Certificate of Currency for Public Liability Insurance in the sum of \$20,000,000.00, in the name of the Exhibitor with an approved insurance company must be provided with the applicable Site Application Form. Without proof of Public Liability Insurance, currently being held by applicants for show site/s, the Proserpine AP&I Association Inc will reject such applications at its absolute discretion. Any details of Public Liability Insurance coverage will be respected as private and confidential information and will be treated accordingly.
 34. The Proserpine AP&I Association Inc shall not be liable in Contract, tort or otherwise, for any injury 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 howsoever occurring, which may occur in connection with the use by the Exhibitor, its servants, agents, employees, invitees, licencees and visitors, or any part of the (or any) installation therein.
 35. It is agreed that the Proserpine AP&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.
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REGULATIONS

36. Site Holder/s must observe all provisions of the Food and Health Regulations.
37. 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 Office of Fair Trading Queensland.
38. The Exhibitors shall strictly comply with all Commonwealth, State and Local Government Health regulations with regard to COVID-19

This is the final page of the Site Contract and Rental Conditions.

Please acknowledge perusal, understanding and acceptance of this document and its contents on the relevant Site Application form.
