

In these conditions, Rural Youth Organisation of Tasmania Inc. authorises the Agfest Organising Committee which will be referred to as the "Committee" to oversee the agricultural field day.

1. Applications

- 1.1 Applications are to be completed online at agfest.com.au and will be accepted from 1st October – 1st December each year for the following year event.
- 1.2 Applications received via paper application form will attract a \$50 administration processing fee payable on receipt of application.
- 1.3 Applications must be properly completed by the due date with product descriptions, accompanying photos/brochures and Certificate of Currency for Public Liability provided on request with the application process if applicable. Verbal, tentative and/or pencil bookings will not be accepted.
- 1.4 Applications received after the 1st December will still be accepted however the application will be placed on the wait list and a 10% late application fee applies.
- 1.5 The Committee reserves the right to accept or decline any application.
- 1.6 The Committee reserves the right to allocate Exhibitors those sites which they deem most appropriate.

2. Exhibitor Site Notifications

- 2.1 Exhibitors will be notified of site allocations before 31st January in writing to the exhibitor's email address provided in the exhibitor's profile of the exhibitors' application.
- 2.2 If there are more applications than sites available, Exhibitors will be placed on a wait list including applications received after the 1st December.
- 2.3 Site allocations will be at the discretion of the committee and can be changed at any time.
- 2.4 Notification that you do not wish to take up the site offered is required within 14 days in writing.

3. Payment Terms

- 3.1 Upon allocation of a site(s), the Exhibitor will be invoiced as per their application. To secure the site(s), full payment is required using one of the following methods;
- 3.2 Payment of invoice 14 calendar days from the date of invoice.
- 3.3 Payment for additional service including, but not limited to power, water, cleaning and or damage to a site or neighbouring site is payable within 14 calendar days of the invoice date.
- 3.4 If the Agfest Committee has not received full payment of monies owing to Rural Youth Organisation of Tasmania Inc., with respect to Agfest by the Monday preceding Agfest, then entry to the grounds may be refused.
- 3.5 Overdue invoices will incur an additional 15% flat fee on full balance outstanding.

4. Cancellation of Contract

- 4.1 If an Exhibitor should cancel their site booking, abandon the site or otherwise terminate this Exhibitor Conditions agreement;
 - a) All cancellations must be received in writing. Acceptance of cancellation will be via email, advising that cancellation has been received by the Committee.
 - b) On receipt of a written notification that the exhibitor does not wish to take up their allocated site within 14 calendar days from invoice date, no cancellation fee will apply.
 - c) If a cancellation is received after the 15th calendar day from date of invoice, then a 15% cancellation fee will apply.
 - d) If a cancellation is received after the 30th calendar day from date of invoice, then a 30% cancellation fee will apply.
 - e) If a cancellation is received after the 60th calendar day from date of invoice, then a 60% cancellation fee will apply, and remaining funds paid will only be refunded if the organising committee is able to resell the site(s).
 - f) No refunds will be issued for cancellations received after 5pm 31st March.

- g) In all instances of cancellations by an exhibitor, the Committee reserves the right to re-sell the cancelled site.
- h) An exhibitor is not permitted to resell or sublet a site without written approval from the Committee.

- 4.2 The Rural Youth Organisation of Tasmania Inc., reserves the right to cancel this Contract and retain all monies in connection therewith if there is any infringement of the foregoing conditions.

5. Cancellation/Postponement of Agfest Field Days

- 5.1 If the Committee finds it necessary or expedient to cancel or postpone Agfest, it may do so upon notice to that effect, signed by the Chief Executive Officer or an authorised representative of the Committee, being served on the Exhibitor in any of the following ways:

- a) Writing to the Exhibitor's email address as provided in the Exhibitor's exhibitor profile or such other last known email address held by the Committee.
- b) By advertisement in the Public Notices section of the Tas Country newspaper or other local newspaper.

- 5.2 The Committee will not be liable to the Exhibitor for any compensation whatsoever as a result of the cancellation or postponement of Agfest.

- 5.3 No refund of any monies paid will be made to Exhibitors in the event of Agfest being cancelled or postponed.

6. Sites

- 6.1 Exhibitors are not to take possession of space allocated until Sunday prior to the event (unless by arrangement) and said space to be used only and solely for the purpose specified. Site to be completely vacated of equipment no later than 6.00 pm, on the Tuesday after the termination of Agfest and all ground cover to be removed by the Wednesday after the termination of Agfest.

- 6.2 The Committee shall have power to enter upon the area described at any time and remove any article, sign, pictures, printed matter, or side-show which in their opinion may be a cause of offence to the public or the officials of the Committee.

- 6.3 The Committee reserves the right to regulate the use of equipment on static display sites which produces excessive noise, causing annoyance to other exhibitors and/or the public. No loudspeakers are permitted for use by the exhibitors. Microphones may only be used with a reasonable level of volume, which is acceptable to neighbouring site holders.

- 6.4 New equipment only may be displayed for sale. Used equipment is strictly for demonstration purposes only. With exception to Antiques and Collectables where the dealer holds the necessary permits and licences.

- 6.5 No exhibitor shall –

- a) Allow their exhibit to extend beyond the limits of their allocated site or erect barriers to prevent free and uninterrupted passage of the public between exhibits.
- b) Erect display signs or fencing in such a manner as to cause inconvenience to other exhibitors.
- c) Paint or mark any of the Committee's property.

- 6.6 The Committee reserves the right to require an Exhibitor to immediately remove any particular product or service (whether in whole or in part) from Agfest where the Committee is not satisfied that the product is not agricultural, unauthorised importation unsafe or inappropriately themed for the event or exhibiting area.

- 6.7 Selling goods, canvassing, or hawking in any portion of the grounds except on the Exhibitor site, is prohibited under this Contract. In event of the Exhibitor breaking this condition, Rural Youth Organisation of Tasmania Inc., through the officers of the Agfest Organising Committee, shall have the power to cancel this Contract and remove the offending Exhibitor from the premises.

- 6.8** The sale of show bags by exhibitors is strictly prohibited. Sample bags are permitted for sale, providing the products contained are core business products.
- 6.9** All games of chance and raffles where tickets are sold, are strictly prohibited, except where the special permission of the Chairman has been granted.
- 6.10** The distribution of advertising leaflets or other similar material onsite at Agfest is prohibited (including car park areas).
- 6.11** Agfest Committee do not supply storage for any exhibitor equipment at any time before, during or after the event.
- 6.12** Activities including product/service demonstrations held on Exhibitors' sites must be conducted in a safe manner and in accordance with current Health & Safety legislation. Hazards must be identified and registered on the Exhibitor's Hazard Identification form, highlighting steps taken to eliminate, isolate or minimise hazards. A Hazard Identification form must be displayed on all Exhibitors sites.
- 6.13** No balloons are allowed on site. The Quercus Park Property is used as a working farm at other times during the year and left over balloon segments can be ingested by livestock and can result in stock injury or death.
- 7. Site Sharing or subletting**
- 7.1** The Exhibitor must not share, assign, on-sell, or part with the possession of the whole or any part of the site, other than in accordance with clause 7.2.
- 7.2** Exhibitors that invite another firm to display or demonstrate goods and/or services on their site must ensure the firm concerned applies to sublet the site(s) by completing a separate Site Share Application Form and paying the site share fee. If they fail to do so, the primary Exhibitor will be liable to pay a sublet penalty fee of \$500.
- 8. Early Pack Up Penalty**
- 8.1** If an Exhibitor does not exhibit for the full period Agfest (i.e. ceases to trade, runs down stock, breaks down their display or abandons the site prior to the official closing of Agfest without approval) the Committee has the right to decline or not accept (without prejudice to any other right) future applications from that Exhibitor. Exhibitors that fail to exhibit for the full period of Agfest may also be liable for an early break down infringement penalty of \$500 and/ or a \$500 bond being placed on the Exhibitor for subsequent events.
- An early break down infringement may be issued if:
- The Exhibitors' site is unmanned before the official close of the event at 5pm, on any day of the event.
 - The Exhibitors' products and/or displays are substantially removed from the site, or; are packaged and unable to be viewed or purchased by exhibit attendees.
 - The Exhibitor has made a substantial effort to dismantle or remove products, displays or promotional material, determinable at Committee discretion.
 - Exhibitors may commence packing up on 4:30pm on final day of the event, however must continue to trade until 5pm.
- 9. Conduct**
- 9.1** Exhibitor and/or his employees to conduct themselves in an orderly and respectful manner while they are on the grounds. The Rural Youth Organisation of Tasmania Inc. has a zero tolerance to violence, harassment, bullying and aggression.
- 10. Health and Safety**
- 10.1** Exhibitors hereby agree to occupy and use the site at their own risk and shall accept all liability for damage or injury to any persons or property howsoever the same shall occur and hereby release and indemnify Rural Youth Organisation of Tasmania Inc., the Agfest Organising Committee and their servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person, persons or property on the site.
- 10.2** Exhibitors hereby undertake to faithfully conform with the requirements of any Act of Parliament which may govern the erection of structures, displays and/or demonstration and/or sales of machinery and other products and also to conform with any regulations, by-laws or ordinances made under such Acts of Parliament or by any Government, Semi-Government or Local Government Authority duly authorised to make regulations, by-laws or ordinances in connection herewith including the requirements of the Foods Act.
- 10.3** The Committee shall have the right to inspect any structure and contents erected on the area covered by this contract and if in the opinion of the Committee and after consulting the Fire Brigade Authorities, any part of any structure erected on this area or part or whole of any exhibit, goods or chattels displayed thereon, or if the method of displaying them, or if any act of the exhibitor forms a menace from a fire risk point of view, then upon the Committee's written notification to any exhibitor or employee thereof on his stand, the risk shall be eliminated immediately by the exhibitor or his employee.
- 10.4** Exhibitors must be cognisant with the Health and Safety legislation WHS Act 2012 (TAS) and any related or relevant legislation and must comply with its provisions. Exhibitors are responsible for their safety and the safety of others who may be impacted by their activities on site.
- 10.5** Prior to commencing set up onsite all exhibitors and any contractors engaged must complete a site induction to familiarise them of any hazards and site rules. Induction sign off and hazard checklist must be available for review on request by the Committee or government authority.
- 10.6** All tent and marquee pegs must be covered with protective features such as bags or shrubs, as must other dangerous spikes, protruding objects, etc.
- 10.7** Each Exhibitor must have at least one 3A30E 2.5kg fire extinguisher tested and tagged readily available onsite. Exhibitors who are cooking on site must also have a fixed fire blanket within easy reach of cooking area.
- 10.8** Any displays that may create a hazard must be isolated to prevent access or harm due to noise, dust, sparks or debris by a solid physical barrier. The barrier should be positioned at such distance from the activity to further reduce and/or eliminate risk to the public.
- 10.9** Knives cannot be sold to any person under the age of 16. Due to the amendment of the Police Offences Act 1935 all exhibitors selling knives must clarify with purchaser their intention of use. All knives are classed as a 'dangerous article' and can't be carried in a public place without a lawful reason and the purchased item cannot be carried around the event.
- 10.10** All Exhibitors must disclose Dangerous Goods and Hazardous substances on their sites within their application. This includes LP Gas, Fuel and Poisons and correct storage will be enforced at all times.
- 10.11** The storage and handling of LP Gas, including the use of BBQs in marquees, need to comply with the code of practice for the safe use of LPG Gas at public events. Mobile Catering Vehicles - all mobile catering vehicles (inc. trailers) utilising LP Gas need to have a compliance plate displayed ensuring the equipment meets the appropriate gas installation standard. BBQs and Appliances - all appliances (including BBQs) need to display an approved badge as being certified. Gas cylinders must be securely attached to a solid object to prevent the cylinders being knocked over. The use of LP Gas outdoor heating devices are not permitted to be used within temporary structures. All LP Gas must be ordered from Committee Supplier.

11. Insurance & Security

11.1 Exhibitors (with the exception of Craft exhibitors) must carry a Minimum \$5 Million Public Liability Policy to cover their involvement at Agfest. A copy of the policy must be available at Agfest for inspection upon request.

As such, the Committee will not be responsible nor liable for any claim of negligence on behalf of the Exhibitor. Furthermore, the Committee or our insurers may seek recovery from an Exhibitor if they believe any loss/damage to our property is a result of an Exhibitor's negligence.

11.2 Rural Youth Organisation of Tasmania Inc., shall not, irrespective of the cause, be liable for any loss or damage whatsoever to the exhibitor's property or property hired by the exhibitor.

11.3 Although the Committee provides night security four days prior to, during and two days after the event, the Committee will not be liable for loss or damage to the Exhibitor's property while it is on the Agfest site.

11.4 Exhibitors are encouraged to arrange their own insurance cover for their property, including contents, plant, machinery, stock, monies, motor vehicles and mobile plant and equipment.

11.5 No persons are permitted to stay on-site overnight including car parks.

12. Power & Underground Asset protection

12.1 Prior to any groundwork commencing (i.e. before digging any holes or driving any objects into the ground) Exhibitors and/or their contractors must ensure there are no underground power cables or water pipes that could be damaged or cause injury to the Exhibitor or their staff or the public. They must have their proposed groundwork authorised by the Committee. All damage caused by Exhibitors, their staff or contractors will be repaired at the Exhibitors expense.

12.2 Underground assets will be marked on the ground. We recommend Exhibitors, and/or their contractors maintain a 600mm safe distance from these assets.

12.3 The Agfest site is governed by the Australian electrical regulations for shows and carnivals – AS/NZS 3002:2002.

12.4 Electrical Compliance Tags: All electrical equipment and leads must conform to with AS 3760 electrical regulations and carry current proof of testing.

12.5 If an Exhibitors' appliance(s) trips the circuit breaker (through fault or overloading) it will incur a penalty of \$100 on-charged to the Exhibitor/Food Vendor and may thereafter not be permitted to be used onsite. The Committee will not be liable for any loss of revenue due to the removal of unsafe or over-loaded equipment.

12.6 Exhibitors are required to assess their power usage and order power at their expense. Late orders for additional power will incur an additional fee of \$5 and may not be able to be fulfilled due to demand in allocated areas.

12.7 Exhibitors who order power will be required to display provided tag on the lead connected to the power grid. If this tag is lost or damaged a replacement fee of \$25 is payable.

12.8 Exhibitors who connect to the Agfest power grid and do not have authorisation to do so by displaying the appropriate tag will be issued with an onsite infringement notice and be automatically charged per connection and invoice is payable as per clause 3.4 and will incur an additional fee of \$25.

12.9 The use of generators is strictly prohibited unless for display purposes only and if using for display please consider the fumes and ensure the noise level does not create a nuisance.

12.10 Any required onsite electrical work is to be carried out by a qualified electrician who must provide the Committee with a compliance certificate. The Committee recommends contracting our onsite electrician.

12.11 The Committee will not be liable for any costs arising from loss of the public power supply to the property.

13. Food and Beverages

13.1 Exhibitors/Food Vendors serving any food/beverages (including light refreshments, complimentary and samples) at any time during the event must apply to the Committee for approval or disclose on the exhibitor application. All hospitality areas must be registered with the local council.

13.2 Council Compliance: All Exhibitors/Food Vendors preparing and/or serving food/beverages must comply with all Meander Valley Council health requirements and hygiene regulations. Registration Certificates must be applied for and displayed if issued. Environmental Health Officers from the local Council will visit and check for compliance on all sites where food preparation is taking place; i.e. food preparation safety, storage temperatures and hygiene facilities provided. Should the Council find any Exhibitor/Food Vendor to be operating in an unhygienic or unsafe manner, the Exhibitor/Food Vendor's food service will be closed for the remainder of the event. All fees paid by the Exhibitor/Food Vendor will be forfeited and no compensation payable.

13.3 Espresso coffee and other coffee drinks are not to be sold except by authorised Food Vendors. Espresso and other coffee drinks may be given away by Exhibitors if prior written approval is sought and authorised by the Committee or disclosed on application. Refer to clause 13.2 regarding onsite hospitality.

13.4 Approved coffee vendors can also sell Tasmanian Biscuits, they must provide lids for hot beverages and are not permitted to sell soft drink.

13.5 The sale of soft drinks must be bottles only.

13.6 No exhibitor (except official caterer, community caterers, unique taste, dairy pavilion exhibitors) are permitted to sell food for consumption on site without written permission from the Committee.

13.7 Dispensing of Alcohol is to be in standard drink sizes, no bottle sales are permitted for immediate consumption, and sales are only permitted between 8am – 5pm. All exhibitors selling alcohol must hold their own liquor license and all servers must hold Responsible Serving of Alcohol certification.

14. Vehicles

14.1 No vehicles other than those nominated as display vehicles are permitted anywhere in the exhibition area during the Agfest hours (8:00am to 5:00pm). Vehicles on Exhibitor sites must comply with clause 14.2. Any vehicles parked on roadways, pedestrian areas, including behind sites, and/or any unauthorised vehicle driving inside the exhibition area between 8:00am and 5:00pm will be issued with an infringement penalty of \$200, and/ or may be removed at the owner's risk and expense. Any issued vehicle permit may be cancelled disallowing entry on following event days at Committee discretion.

14.2 Vehicles that are not an exhibitor's product i.e. sign written/branded company vehicle or vehicle used to showcase the application of the exhibitor's product/ service, must remain stationary and be fully integrated into the exhibit display throughout the event. This excludes vehicles utilised for exhibitor staff transportation, storage or re-stocking which must be parked off site in the designated Exhibitor car parks. Non-complying vehicles will be liable for removal and/or penalty as described in clause 14.1. Compliant vehicles must display an approved pass.

14.3 Limited Access Service Vehicle passes allow Exhibitors to enter Agfest for the purpose of restocking and refurbishing sites from 6.00am–7.45am and 5.00pm–6.00pm. All gates for inbound traffic close at 7:45am without exception and all vehicles must be offsite no later than 8am. Any vehicle remaining onsite that is not within this timeframe will be liable for parking infringement penalty action as defined in clause 14.1.

- 14.4** The use of golf carts, segways, motorcycles, side by side vehicles, skateboards, unicycles and bicycles is prohibited from anywhere in the exhibition area without the written authorisation of the Committee. Unless it is required for mobility accessibility.
- 14.5** The flying of drones and unmanned aerial vehicles (UAVs) by exhibitors and/or contractors without the written authorisation of the Committee is prohibited. Such consent may or may not be granted at the discretion of the committee.
- 14.6** Access and departure on the final event day. Driving within the site or lining up at the exit gates prior to 5pm is strictly prohibited and in breach of clause 14.1. The committee will not open the gate before 5pm.
- 14.7** Trucks over Light Rigid up to 9 tonne GVM classification are not permitted to enter the site on the final day for pack up. Livestock transporters are the only exemption when collecting livestock as its sole purpose.
- 14.8** Speed limit is 10 kph within Quercus Park.
- 15. Animals**
- 15.1** Exhibitors with animals must comply with the Animal Welfare Guidelines to ensure all livestock are treated in accordance with good animal welfare practices including adequate shelter, feed and water as required, provision of a rest area and limited time on display.
- 15.2** Livestock must be in a healthy condition. If vet treatment is required whilst on the site the stock owner is responsible for any costs incurred.
- 15.3** All livestock movement must be registered through NLIS to track movement to and from the site in accordance to Biosecurity Tasmania. PIC for Quercus Park is MJWE0350. All exhibitors must notify PIC of property where livestock are coming from and tag numbers for transfers prior to stock arrival.
- 15.4** When being moved around the exhibition site all livestock must be led by two people at all times.
- 15.5** With the exception of guide dogs for the vision impaired, service dogs for medical or disability requirements and working dogs involved in official demonstrations, no dogs are permitted onsite.
- 16. Demonstrations**
- 16.1** Exhibitors wishing to demonstrate machinery or equipment shall abide by the instructions of the Committee regarding the matters of transport and movement to and from demonstration areas, space allocated for demonstrations, conditions of the soil due to demonstrations and all other matters relating to the safe and orderly execution of such demonstrations. Also refer to clause 6.12 regarding onsite demonstrations.
- 17. Promotion, Photographic, Media Coverage and Official Guide**
- 17.1** Brand guidelines and the Agfest logo are available for exhibitor use. Exhibitors must ensure the accurate use of the trademarked event name and logo in their marketing campaigns.
- 17.2** Reproduction of the Agfest map image in part or entire without the written authorisation of the Committee is prohibited. Such consent may or may not be granted at the discretion of the Committee.
- 17.3** Photography (still and video) taken by representatives of Agfest or accredited media during the event will remain the property of the Committee and may be used for promotional purposes. Any exhibitor that wishes to be excluded from media exposure or being photographed or filmed must advise the Committee in writing at least one week prior to the event. Any images purchased or commissioned by Agfest remain the property of the Committee.
- 17.4** A complimentary exhibitor listing in the Official Guide will be supplied to exhibitors provided that the full site fee payment has been received prior to the Guide Listing deadline 31st March.
- 17.5** The Committee may edit supplied listings to conform to brand guidelines, grammatical rules, publication tone and style.
- 17.6** The Committee will endeavour to provide full and accurate listings from provided details, however no compensation will be made for omitted or incorrect listings.
- 17.7** Agfest collects your personal information in order to administer the event and for related purposes, such as promoting the Field Days. Your information may be disclosed to service providers and other organisations, including media groups, who help to administer, promote and service the Field Days. Your information may also be disclosed if required or authorised by law. You have certain rights to access personal information that we hold about you. If you do not want your information published or disclosed, please check the appropriate box within the application or advise us in writing.
- 18. Clean up & Removal**
- 18.1** Exhibitors are responsible and liable for the condition of the area covered by this Contract from the time they commence the erection of their site until they have dismantled it and cleared the area to the satisfaction of the Committee. A clean up fee of \$500 will be imposed on sites not cleared to the satisfaction of the Committee.
- 18.2** Exhibitors must take all steps to ensure their site is returned to its original condition by 5pm on Tuesday following Agfest. This includes removal of all exhibit, construction and landscaping material on the site and underground this includes mulch, concrete work and straw bales. Failure to do so will result in the Exhibitor having to pay reinstatement costs and a bond being placed on the Exhibitor for subsequent events (please ensure subcontractors are aware of this clause). Exhibitors whose items remain on the Agfest property at the end of the timeframes listed in clause 6.1 from the closing of Agfest will be liable for any legal costs resulting, plus a site rental of \$100 per day until the items are removed from the Agfest property. A \$500 bond may be placed on the Exhibitor for subsequent events.
- 18.3** The Agfest Committee shall have the right to sell by public auction or private treaty any structure or part thereof or any plant or equipment which is or has been erected or placed on the space or upon the said site and remains after the expiration of thirty days from the completion of the event.
- 19. Passes**
- 19.1** Exhibitors will be invoiced for passes as ordered in their application with the site notification invoices.
- 19.2** The sale or distribution of an Exhibitor pass to non-staff is strictly forbidden, these passes allow access to the event outside patron hours.
- 19.3** No refunds or exchanges are permitted on passes where have been ordered incorrectly.
- 19.4** It is strictly prohibited to on sell passes after purchase with the intent of profit.
- 19.5** Exhibitor packs which includes passes will be posted to the Exhibitor's provided physical address. The Committee reserves the right to change the delivery method to 'collect from venue' at its discretion.
- 19.6** Exhibitors who leave their pack or passes behind and arrive at site without them will be provided with a replacement set. A re-issue fee of \$25 applies and the full cost of the tickets and power tags is charged payable on receipt. A refund will be processed on the return of the original ticket pack after the event.
- 20. Amendments**
- 20.1** The Committee reserves the right to amend any part or parts of these Exhibiting Terms and Conditions to the fullest extent permitted by law.
- 21. Responsibility**
- 21.1** Notwithstanding particular matters of compliance set out in these Exhibiting Terms and Conditions it is the Exhibitor's sole responsibility to ensure that the Exhibitor's use of the site is in accordance with all relevant statutes, regulations, general law and relevant industry practice.