

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

#### **APPLICATIONS** 1.

- Applications are to be completed online at 1.1. agfest.com.au and will be accepted from 1 September - 15 October 2023 each year for the following year's event.
- Applications received via paper application form 1.2. 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 with the application.
- 1.4. Applications received after 15 October 2023 will still be accepted. However, the application will be placed on the wait list and a 10 percent late application fee applies if successful.
- 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 on 15 December 2023 in writing to the email address provided by the exhibitor.
- 2.2 If there are more applications than sites available, exhibitors will be placed on a wait list, including applications received after 15 October 2023.
- 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. An acceptance confirmation will be emailed to you.

#### 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: cash, cheque, direct debit, credit, or debit card. This payment must be received within 14 calendar days from date of invoice.
- Payment for additional service including, but not limited to power, water, cleaning and or damage to a site or neighbouring site is also payable within 14 calendar days of the invoice date.
- 3.3. If the Committee has not received full payment of monies owing with respect to Agfest by the Monday preceding the event, then entry to the grounds may be refused.
- If payment has not been received within 14 days or alternative payment arrangements have not been agreed to by us, exhibiting site will be cancelled and reallocated without any further notice.

#### 4. **CANCELLATION OF CONTRACT**

4.1. If an Exhibitor should cancel their site booking, abandon the site or otherwise wish to terminate this agreement:

- All cancellations must be received in writing. Acceptance of cancellation will be confirmed via email.
- On receipt of a site approval notification, should the exhibitor not wish to take up their allocated site and advise us within 14 calendar days from invoice date, no cancellation fee will apply.
- Notification of cancellation on or after 15th c) calendar day but prior to 45th day will attract a 15 percent cancellation fee.
- Notification of cancellation from 46 days to 75 days d) will attract a 50 percent cancellation fee.
  - e) After 1 March, no refunds are applicable.
- In all instances of cancellations by an exhibitor, the Committee reserves the right to re-sell the cancelled site.
- An exhibitor is not permitted to resell or sublet a site without written approval from the Committee.
- RYOT 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 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, by writing to the Exhibitor's email address as provided in the Exhibitor's profile or such other last known email address held by the Committee.
- 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. If the event is cancelled due to a catastrophic weather event, imminent threat affecting Quercus Park, public health emergency (including COVID-19) or lawful direction of government. The following refund schedule to exhibitors will apply:
- a) Prior to 9 January 2024, the committee will retain funds equivalent to 15 percent of the total invoice.
- From 1 29 February 2024, the committee will retain funds equivalent to 50 percent of the total invoice.
- c) After 1 March 2024, no refunds are applicable.

# 6.

- 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 for the sole purpose specified. Site to be completely vacated of equipment no later than 5pm on the Tuesday after the termination of Agfest and all ground cover to be removed by the next day.
- The Committee can enter your site at any time and remove any article, sign, pictures, printed matter, or sideshow which in their opinion may cause offence to the public or Committee.
- The Committee reserves the right to regulate the 6.3. 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.** Only new equipment 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 or safety hazards.
  - 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 product or service (whether in whole or in part) from Agfest where the Committee is not satisfied that the product is an 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, this includes the parading of mascots without prior approval. Should this occur, the Committee are able 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 special permission from 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) unless within site boundary.
- **6.11.** The Committee does 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 and 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 exhibitor sites.
- **6.13.** No balloons are allowed on site (inflated or deflated).
- **6.14.** Exhibitors are not permitted to charge for activities within their sites where goods are not provided to take home or be consumed. This includes animal petting and amusement activities.
- **6.15.** Exhibitors who offer cash sales only must display signage advising patrons. When the signage is not displayed the Committee shall have the power to enter the site and erect a sign in a prominent position.

- **6.16.** Exhibitors who use the complimentary onsite loading and lifting service do so at their own risk. We do not accept any responsibility for any loss, damage to goods or structures or delays.
- **6.17.** Exhibitors who require water to be delivered to their sites will incur a \$25 fee which covers a maximum of two deliveries per day and the exhibitor must also complete a delivery request form prior to the event to guarantee delivery. Fee will be invoiced on application.

## 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. OPERATION PENALTY

- **8.1.** Exhibitors must trade from 8am until 4pm on all event days. If an exhibitor does not exhibit for the full Agfest period 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.
  - **8.2.** An early break down infringement may be issued if:
- **8.3.** The exhibitors' site is unmanned before the official close of the event at 4pm on any day of the event.
- **8.4.** 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.
- **8.5.** The exhibitor has made a substantial effort to dismantle or remove products, displays or promotional material, determinable at Committee discretion.
- **8.6.** Exhibitors may commence packing down at 3:30pm on final day of the event, however, must continue to trade until 4pm.

# 9. CONDUCT

**9.1.** Exhibitor and/or employees to conduct themselves in an orderly and respectful manner while they are on the grounds. The Committee has zero tolerance to violence, harassment, bullying, aggression, intoxication or illicit substance use. The committee has the right to close exhibitor sites down and/or remove exhibitors if deemed necessary.

## 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 caused by the exhibitor and hereby release and indemnify RYOT Inc., the 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 caused by the exhibitor, but subject to RYOT Inc or the committees negligence (refer clause 11.1).

- 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 has the right to inspect any structure and contents erected on the area covered by this contract and if in their opinion and after consulting the fire authorities, a risk to public safety or property is identified, the exhibitor will be notified, and the risk must be eliminated immediately.
- **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 safety induction.
- **10.6.** Hi-Vis must be always worn outside patron hours whilst onsite. This includes set up, pack down days and prior to gates opening and after closing on patron days.
- **10.7.** All tent and marquee pegs must be covered with protective features such as bags or shrubs, as must other dangerous spikes, protruding objects, etc.
- **10.8.** Each exhibitor must have at least one 2A30B(E) 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.
- **10.9.** 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.
- **10.10.** 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 cannot be carried in a public place without a lawful reason and the purchased item cannot be carried around the event.
- **10.11.** 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.
- **10.12.** 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. Gas heaters are NOT to be used inside any marquees or structure

at any time. Mobile catering vehicles - all mobile catering vehicles (incl. 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 is not permitted within temporary structures. All LP gas must be ordered from Committee supplier.

#### 11. INSURANCE & SECURITY

- **11.1.** All exhibitors must carry a minimum \$5 million public liability policy to cover their involvement at Agfest. A copy of the Certificate of Currency must be available at Agfest for inspection upon request.
- **11.2.** 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.
- **11.3.** RYOT 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, subject to RYOT Inc's negligence.
- **11.4.** Although the Committee provides night security three 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.
- **11.5.** 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.
- **11.6.** No persons are permitted to stay on-site overnight, including car parks.

## 12. POWER & UNDERGROUND ASSET PROTECTION

- **12.1.** Prior to any groundwork commencing (ie. 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 exhibitor's expense.
- **12.2.** Underground assets will be marked on the ground. Exhibitors, and/or their contractors must 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.
- **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 and if doing so, 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. 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. These 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 are permitted to sell homemade sweet pastries, cakes and biscuits and must provide lids for hot beverages and are not permitted to sell soft drink.
- **13.5.** No exhibitor (except official caterer, community caterers, Quercus Tastes, and Dairy Tasmania exhibitors) are permitted to sell food for consumption on site without written permission from the Committee.

**13.6.** Dispensing of alcohol for onsite consumption is restricted to designated Quercus Taste wet area, hours of operation are 10:30 - 15:30 daily. No bottle sales are permitted for immediate consumption. All exhibitors selling alcohol are covered by the event liquor licence and all servers must hold Responsible Serving of Alcohol certification. Any exhibitor or patron found to be intoxicated or under the influence of drugs or other illicit substances will be ejected from the site.

## 14. VEHICLES

- **14.1.** Only approved display vehicles (i.e. sign written/branded company vehicle or vehicle used to showcase the application of the exhibitor's product/service), are permitted anywhere in the exhibition area during opening hours. If you have an approved display vehicle it must remain stationary inside your site boundary during the hours of 7:45am 4:30pm. Any vehicles parked on roadways, pedestrian areas, including behind sites, and/or any unauthorised vehicle driving inside the exhibition area between 8am and 4:30pm 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 preventing its 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 be parked either in the exhibitor carpark or any of the general carparks by 7:45am each patron day. Non-complying vehicles will be liable for removal and/or penalty as described in clause 14.1. Compliant/approved vehicles must display the appropriate pass.
- **14.3.** Exhibitor Vehicle passes allow exhibitors to enter Agfest for the purpose of restocking and refurbishing sites from 6am–7.45am and 4:30pm–6pm. All gates for inbound traffic close at 7:45am without exception. All vehicles must be offsite and parked in carparks by 7:45am. 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.** Unless required for mobility access, 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.
- **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.
- **14.6.** Driving within the site or lining up at the exit gates prior to 4:30pm on Saturday of the event is strictly prohibited and in breach of clause 14.1. Access/exit will not be granted before 4:30pm.
- **14.7.** Trucks 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 kmph within Quercus Park.
- 15. ANIMALS (full copy of the site Biosecurity Plan is available via website)
- **15.1.** Exhibitor 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.** Exhibitors must complete the appropriate Health Declaration Form <a href="https://www.farmbiosecurity.com.au/toolkit/declarations-and-statements/">www.farmbiosecurity.com.au/toolkit/declarations-and-statements/</a> before unloading the animals and provide a copy to event organiser no later than Tuesday prior to event days.
- **15.3.** Horse owners must complete a Tracing Log form <a href="mailto:dpipwe.tas.gov.au/Documents/efaform.pdf">dpipwe.tas.gov.au/Documents/efaform.pdf</a> before unloading the horse and provide a copy to event organiser no later than seven days prior to the event.
- **15.4.** Horse owners must abide by the Equestrian Australia rules whilst at the event.
- **15.5.** Exhibitors must complete Livestock Movement Permit (if applicable) and send copy to event organiser no later than seven days prior to the event.
- **15.6.** Exhibitors must be aware of the onsite contact numbers in the event of an animal injury, health issue or death.
- **15.7.** Animals that are left overnight at the property, the owner will be required to complete a waiver.
- **15.8.** If an animal becomes sick it must be immediately reported to stewards or event officials. If an emergency disease is suspected, it must be immediately reported to the Emergency Animal Disease Hotline on 1800 675 888. Should a death occur, the animal is not to be buried on the property and it must be removed discreetly and humanely at the owner's expense.
- **15.9.** If an animal is deemed unfit, in poor health or has poor temperament by the event organiser it must be removed immediately.
- **15.10.** Yard is to be secure and animal parts cannot protrude barriers and become in contact with members of the public.
- **15.11.** Exhibitor must provide adequate hand washing facilities for public and handlers.
- **15.12.** Ensure equipment brought into Quercus Park is clean and do not share equipment with others and have a separate supply of feed and water for animals.
- **15.13.** Responsible for disposing of own animal waste including bedding and it cannot be left at Quercus Park. Otherwise clean up fees apply (clause 18).
- **15.14.** Owner is responsible for all medical treatment cost for animals whilst in transport or at Quercus Park.
- **15.15.** When being moved around the exhibition site all livestock must be always escorted by two people.
- **15.16.** Agfest Field Days only permit service dogs to be brought into the event unless the animal is deemed part of a display or demonstration. All dogs brought into the event

- require approval upon application including dogs for the sheep dog trials.
- **15.17.** Where permission is granted for cats and dogs to be brought into the event, they must be microchipped, fully vaccinated and wormed. A vaccination certificate may be requested.
- **15.18.** Where kittens, puppies, cats or dogs are displayed within an exhibit or animal nursery they must comply to all legal requirements. In the event of selling or giving away an animal from an animal nursery or exhibit, the owner must provide proof it has been microchipped and vaccinated. Buyer cannot take animal directly from the event and collection of the animal must be arranged at an alternate location.
- **15.19.** Animals cannot be walked around the event, unless making its way to demonstration or vehicle.

## 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.
- **16.2.** Exhibitors who agree in writing and then miss an allocated session in the demonstration arenas will be invoiced \$100 per session.

## 17. PARCEL PICKUP

- **17.1.** Exhibitors must pay the applicable fee to participate in this service.
- **17.2.** Exhibitors are required to implement the ticketing process provided.
- **17.3.** It is the exhibitor's responsibility to load the products on to the parcel pickup vehicle. Items cannot exceed 80kgs.
- **17.4.** If the exhibitor chooses, they are able to charge the customer a service fee for this service.

# 18. PROMOTION, PHOTOGRAPHIC, MEDIA COVERAGE AND OFFICIAL GUIDE

- **18.1.** 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.
- **18.2.** 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.
- **18.3.** 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.

- **18.4.** The Committee may edit supplied listings to conform to brand guidelines, grammatical rules, publication tone and style.
- **18.5.** The Committee will endeavour to provide full and accurate listings from provided details, however no compensation will be made for omitted or incorrect listings.
- **18.6.** Agfest collects personal information to administer the event and for related purposes, such as promoting the Field Days. Personal information may be disclosed to service providers and other organisations, including media groups, who help to administer, promote and service the Field Days. It 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.

### 19. CLEAN UP & REMOVAL

- **19.1.** 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.
- 19.2. 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 exhibits, construction, and landscaping material on the site and underground, such as mulch, concrete work, straw bales, and filling post/pole holes. 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.
- **19.3.** The Committee may 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.

# 20. PASSES (Entry Terms and Conditions available on website)

- **20.1.** Exhibitors will be required to purchase exhibitor entry tickets via online ticket portal. Tickets ordered incorrectly or unused will not be refunded after purchase.
- **20.2.** The sale or distribution of an exhibitor pass to non-staff is strictly forbidden.
- **20.3.** No refunds or exchanges are permitted on passes where they have been ordered incorrectly.
- **20.4.** It is strictly prohibited to on sell passes after purchase.

- **20.5.** Exhibitor packs 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.
- **20.6.** Exhibitors who leave their pack behind and arrive at site without them will be provided with a replacement set. A re-issue fee of \$25 applies.

#### 21. AMENDMENTS

**21.1.** The Committee reserves the right to amend any part or parts of these Exhibiting Terms and Conditions to the fullest extent permitted by law.

#### 22. RESPONSIBILITY

**22.1.** 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.

Thank you for your compliance with these important terms and conditions to ensure the health, safety and well being of the entire Agfest community.





