

AGFEST CONTRACT TERMS & CONDITIONS

In these conditions, "Chairman" means the Chairman of the Agfest Tasmanian Machinery Field Days Committee, or his/her authorised deputy and "Committee" means the Agfest Organising Committee of the Rural Youth Organisation of Tasmania Inc.

1. The Committee reserves the right to refuse any application. Applications close last mail on Friday 14th December 2007. Payment of invoice or notification that you do not wish to take up the site is required within 14 days of receiving account, failure to do so will result in an administration fee.
Site allocations will be at the discretion of the committee and can be changed at any time.
2. The Lessee is not to go into possession of space allocated until four days before 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.
3. The exhibitor shall not dismantle exhibitions or permit goods and materials to be removed from the static display area during the period of the Field Days without the permission of the Chairman up to 4.30 p.m. Saturday of Agfest.
4. Lessee and/or his employees to conduct themselves in an orderly and respectful manner while they are on the grounds.
5. No sub-letting will be permitted unless by special written permission of the Chairman or Exhibitor Manager.
6. 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.
7. New equipment only may be displayed for sale. Used equipment to be used for demonstration purposes only.
8. **All games of chance and raffles where tickets are sold, are strictly prohibited, except where the special permission of the Chairman or Exhibitor Manager has been granted.**
9. No livestock, including dogs, will be permitted on site without the express permission of the Chairman. (Disability dogs excepted).
10. No exhibitor shall -
 - (a) allow their exhibit to extend beyond the limits of their allocated site or erect barriers to prevent free and interrupted 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.
11. 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.**
12. Selling goods, canvassing, or hawking in any portion of the grounds except on the lessee's site, is prohibited under this Contract. In event of the Lessee's 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 Lessees so offending from the premises.
13. The Rural Youth Organisation of Tasmania Inc., accepts no liability for damage to electrical equipment due to power fluctuations or failure.
14. 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.
15. Exhibitors are responsible and liable for the condition of the area covered by this Contract from the time they commence the erection of their stand until they have dismantled it and cleared the area to the satisfaction of the Committee.
16. The Chairman and two members of 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.
17. 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.
18. 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.
19. 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.
20. 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 Pure Foods Act.
21. The Chairman 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 Chairman 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 Chairman's written notification to any exhibitor or employee thereof on his stand, the risk shall be eliminated immediately by the exhibitor or his employee.
22. If the Committee finds it necessary or expedient to withdraw from the patronage of the public the whole of any part of the grounds not occupied by the Exhibitors, such withdrawal shall not vitiate this Contract or confer upon the Exhibitor any right to recover from the Rural Youth Organisation of Tasmania Inc., compensation on the grounds of loss of profits or otherwise whatsoever.
23. Any refunds of monies due to cancellation by the exhibitor will be at the discretion of the committee.
24. If the Committee finds it necessary or expedient to cancel or postpone the Event, this Contract shall cease to operate upon notice to that effect being served on the exhibitor at the address mentioned in the records of the Committee.
25. Exhibitors will be liable for all costs of repairs resulting from any damage done to any underground services.
26. No persons permitted to stay on-site overnight.

27. 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.
28. No exhibitor (except official caterers) are permitted to sell food for consumption on site without written permission from the Chairman.
29. **No balloons are allowed on site**
30. **The sale of showbags by exhibitors is strictly prohibited.**
31. Any exhibitor wishing to have a hospitality area must indicate this on the application form and comply with requirements a set out by the committee.
32. All exhibits must be set up and trade all three (3) days of the Agfest Field Days.
33. Agfest Committee do not supply storage for any exhibitor equipment.
34. Knives cannot be sold to any person under the age of 16.