

Application for Trade/Display Site

Warren District Agricultural Show
Rea Park Manjimup

16th and 17th March 2012

Contact Name: _____

Business Name: _____

ABN: _____

Address: _____

Phone: _____ Mobile: _____ Fax: _____

Email: _____

Description of Trade/Display: _____

Dimensions of site required: Frontage _____ metres x Depth _____ metres

(Includes 2 Complimentary Passes)

3 x 3 metre Bay \$60.00 6 x 3 metre Bay \$100.00

10 x 6 metre bay \$250.00 15 x 15 metre bay \$500.00

Additional space: \$5.00 per metre

Power Points: \$10.00 each Power: YES NO

Additional passes: \$5.00 Additional Passes Required: YES NO

I have read and agree to the terms and conditions of my application.

Signature: _____ Amount Enclosed: _____

Please note: Leads and extensions supplied by you may need to be buried.

Please return Form and Payment to PO Box 303 Manjimup WA 6258

For the purpose of the Agreement the Warren District Agricultural and Industrial Society (Inc) is herein after called the Society.

It is hereby mutually agreed and declared –

1. That the said License fees have been paid by the Licensee to the Society with application to Chief Ground Steward by closing date.
2. That the Licensee shall be entitled to have access to and to use the said site and buildings thereon (if any) only for the purpose aforesaid and only during the Show aforesaid and during such reasonable times before and after such Show as shall be necessary for the erection, installation, dismantling and removal of all plant and other property of the Licensee.
3. That all plant equipment and exhibits on the said site shall at all times be kept by the Licensee in good and sufficient repair and working order and generally shall be kept by the Licensee in such repair as shall be approved by the Committee of the Society.
4. That nothing in this Agreement shall be deemed to confer any right upon the Licensee to transfer, assign, sublet or license the said site or any part thereof to any other person and no such transfer, assignment, sublease or license shall be on any effect without the consent in writing of the society first had and obtained which consent may be withheld or granted on such terms and conditions as the society may think fit.
5. That the society shall not be liable for loss of or damage to the property of the Licensee whilst on the Society's grounds aforesaid nor shall the Society be responsible for any accident which may be caused through or by the Licensee or his servants and the Licensee shall hold the Society harmless and indemnify it against any legal proceedings arising from such accident and shall reimburse the Society for any loss or damage suffered by it in respect thereof, Displays or any electrical and/or mechanical devices shall be staffed at all times during operating hours of the Show.
6. That the Licensee shall indemnify the Society against all actions, proceedings, claims and demands which may be brought taken or made against the Society in respect of any accident which may occur on the said site during the currency of this Agreement or which may be due to any defects whether latent or patent in any of the Licensee's plant equipment or exhibit and the Licensee shall also indemnify the Society against any loss or damage arising out of such accident whether such accident loss or damage shall be due or attributed wholly or in part to any act or default of the Licensee or his servants or to any other cause whatsoever.
7. that the Licensee shall observe the provisions of the health Act, The Machinery and any other Act and any rules and Regulations made there under and also any Municipal By-Law or regulation applying to the Licensee and if the said Sideshows shall or any exhibition or any part thereof be closed under any such Act, Rule, Regulation or By-Law by any Authority acting within its powers or cancelled by the Society for any infringement of the conditions of this Agreement the Society shall not be under any liability for damages on account of such closure nor shall the society be liable to refund any License fee due but not paid at the times of such closure or cancellation.
8. That is for any reason during the said year the Annual Warren District Agricultural Show shall not be held the conditions to be observed by the Licensee in respect of such Show shall be cancelled and such cancellation shall free the Society from any liability in respect of the said site and shall not give rise to any course of action by the Licensee against the Society either for damages, costs expenses or otherwise howsoever.
9. That the Society shall have the right to terminate this Agreement forthwith on non-payment of the said license fee on the Due date or on any breach of any of the Licensee's Agreement herein contained but such cancellation shall be without prejudice to the rights of the Society in respect of any breach of the conditions herein contained.
10. That the Rules and By-Laws of the Society and the General Regulations for the time being in force for the said Show were applicable and not inconsistent with the term of this Agreement be constructed as part of this Agreement.
11. That if the Licensee shall commit any breach of any of the provisions of the Agreement then and without prejudice to the rights of the Society under Clause 9 hereof the Licensee shall be subject to expulsion from the Show by an Officer of the Society at the Society's discretion.
12. That the Authorised Officers of the Society together with such Tradesmen as they should decide shall have the right to enter the site with or without tools, machines and materials without notice wherein the opinion of the society there is sufficient cause to inspect the site and to further inspect all plant, equipment and exhibits of the Licensee on the said site AND to repair such plant, equipment and exhibits of the Licensee on the said site in the event of the Licensee failing to remedy any breach by the Licensee of the Licensee's obligations to repair within two(2) hours of being required to do so by the Society.
13. The Licensee shall not carry on with or permit to be carried on at the site an noxious or offensive activity nor do anything which may be a nuisance or annoyance to the Society or any other person or to use the

premises for any illegal or immoral purpose PROVIDED THAT for the purpose of this Agreement the Society shall be entitled to determine whether an activity is noxious, offensive, annoyance, illegal or immoral.

14. The Licensee shall not, without prior written consent and permission of the Society, allow or permit any person on the site to consume any alcoholic beverage during the term of the License.
15. The Licensee shall observe the banning of all Sparklers, knives, capguns, fireworks and water pistols of any kind, or any other device considered offensive/dangerous, is strictly prohibited during the period of the show.

Upon completion this application form for a commercial site and on its acceptance by the Society the terms and conditions as detailed in the Agreement – Operation Procedures and Regulation will apply to the license. Please note the Society reserves the right to alter or amend at their sole discretion, the Operational Procedures and Regulations by notice in writing delivered to the exhibitor.

Please make special note of the following items included with the Site Agreement.

- All exhibitors must report to the show office immediately on arrival.
- Exhibitors must not commence breakdown of stands until 5pm on Saturday 17th March 2012 and sites must be vacated and cleaned by 12 noon Sunday 18th March 2012.
- Exhibitors who require power to be supplied to their sites must complete details when completing application. It is the stallholder's responsibility to supply their own power cords to connect (up to 30metres) to the power supply. All power adapters must have safety switch protection (RCD).
- Dogs are not permitted in the show grounds.
- NO sub letting of your ground space is allowed.
- It is the responsibility of all exhibitors to arrange Public, Product and Workers Compensation Insurances to cover their liabilities in respect to all aspects of their activities at the show grounds.
- No site booking shall be deemed granted unless **full payment is made** on or before the **31st January 2012**.
- Security will be on the show grounds during trading hours of the show however, stallholders are fully responsible for the safety and security of their stalls.
- The society will not accept any responsibility for the protection of exhibits nor any loss or damage how so ever caused.
- The exhibitor must accept responsibility for claims under the Workers' Compensation Act or any other Act or Regulation related to their activities during the show.
- When the show is over site holders must remove all their property and any rubbish on their site and make good, to the satisfaction of the society any damage caused by their occupation or removal failure to do so will result in costs being debited to the exhibitor.

NOTE: Site dimensions to include guy ropes and/or trailer hitch.

