**AGFEST WEST COAST COMPANY LIMITED**

(hereinafter referred to as “Agfest”)

*Stall Holder Terms and Conditions attaching to Stall Holder Application Form*

1 Agfest reserves the right to decline any Applications. Closing date and notification of a successful application is as listed on the front of the Application Form. Payment of Invoice or notification that you do not wish to take up the site is required within fourteen (14) days of receiving the account. Failure to provide the required notification will result in the application of an Administration Fee as determined by Agfest. Cancellation of site with-in 10 days of the event results in any refund being in the sold discretion of AgFest

2 Site allocations will be entirely at the discretion of Agfest and may be changed by Agfrest in its sole discretion at any time.

3 The Stall Holder is not to go into possession of the site allocated until Tuesday, 24 March at 8 am (unless by prior arrangement with Agfest). The site is to be used only and solely for the purpose specified in the Application. The site is to be vacated and cleared of all exhibit structures, machinery and equipment by no later than 5pm on Sunday, the 29th April.

4 **The Stall Holder shall not dismantle the stall and exhibitions until 4 pm on Saturday of the Agfest event.**

5 The Stall Holder and / or their Employees are to conduct themselves at all times in an orderly and respectful manner while they are within the Agfest Event grounds.

6 No sub-letting of the site will be permitted unless prior written permission has been obtained from Agfest.

7 If Agfest has not received full payment of all monies due and owing to Agfest by the Stall Holder prior to the Agfest event, entry to the Agfest grounds by the Stall Holder may be refused at the sole discretion of Agfest.

8 The Stall Holder may only display new machinery and equipment for sale. Used machinery and equipment is to be used solely for demonstration purposes only.

9 All games of chance and raffles where tickets are sold, are strictly prohibited, except where the prior permission of Agfest has been obtained and must be in compliance with all legal requirements.

10 No livestock, including dogs (disability dogs exempted) will be permitted on site without the express permission of Agfest.

11 No Stall Holders shall :

(a) Allow their exhibit to extend beyond the limits of their allocated site or erect barriers to prevent free and unrestricted passage of the public between exhibits from separate Stall Holder sites.

(b) Erect display signs or fencing in such a manner as to cause inconvenience to other Stall Holders and Exhibitors.

(c) Paint or mark any of the property of Agfest.

12 Agfest reserves the unrestricted right in its sole judgement to regulate the use of equipment on static display sites which produce excessive noise, causing annoyance to other Stall Holders / Exhibitors and / or the Public. No loud speakers are permitted for use by Stall Holders / Exhibitors. Microphones may only be used with a reasonable level of volume, which is reasonably acceptable to neighbouring Stall Holders.

13 Selling goods, canvassing or hawking in any area of the grounds except on the Stall Holders site, is prohibited. In the event of the Stall Holder being in breach of this condition Agfest has the right, at its sole discretion, to cancel this Contract and remove the Stall Holder so offending from the grounds.

14 Agfest excepts no liability for damage to electrical equipment due to power fluctuations or failure and the Stall Holder indemnifies Agfest against any such liability.

15 Stall Holders wishing to demonstrate machinery or equipment shall abide by the instructions of Agfest regarding 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.

16 Stall Holders are responsible for the condition of the site 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 Agfest and accept sole liability for the restoration of any damage so caused to the land upon which the Stall Holders site is located.

17 Agfest or its duly authorised agents shall have the full and unrestricted right to enter upon the site at any time and remove any article, sign, pictures, printed matter or side-show which in the sole opinion of Agfest or its agents may be a cause of offence to the public or Agfest or its agents.

18 All Stall Holders must hold a Public Liability Insurance Policy to a minimum amount of $1,000,000.00 (one million dollars) to cover the Stall Holders involvement in the Agfest event. A copy of the said Policy must be made available to Agfest for inspection upon request by it or its Agent.

19 Agfest shall not, under any circumstances and irrespective of the cause, be liable for any loss or damage whatsoever to the Stall Holders property or property hired by the Stall Holder and the Stall Holder indemnifies Agfest against any such liability.

20 The Stall Holder hereby agrees to occupy and use the said site solely at their own risk and shall be solely liable for any damage or injury to any persons or property howsoever the same shall occur and hereby releases and indemnifies Agfest and its duly authorised employees, 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 Stall Holders site.

21 Stall Holders hereby undertake to fully comply with the requirements of any Acts of Parliament which may govern the erection of structures, displays and/or demonstration and/or sales of machinery, equipment and other products and also conform with any regulations, by-laws or ordinances made under any such Acts of Parliament or by any Government, quasi Government or Local Government Authority duly authorised to make regulations, by-laws and ordinances in connection herewith including, but not limited to, the requirements of the Food Act 1981 and the Food Hygiene Regulations 1974.

22 Agfest or its duly authorised Agents shall have the right to inspect any structure and contents erected on the site covered by this Contract and if in the sole opinion of Agfest or its duly authorised Agents, after consulting with the Fire Brigade Authorities, any part of any structure erected on the site or any part or whole of any exhibit, goods or chattels displayed thereon, or if the method of displaying them, or if any act of the Stall Holder / Exhibitor forms a menace from a fire risk point of view, then upon the written notification of Agfest to any Stall Holder / Exhibitor or Employee thereof on their site, the risk shall be eliminated immediately by the Stall Holder / Exhibitor or their Employee.

23 If Agfest and / or its duly authorised Agent finds it necessary or expedient to withdraw from the patronage of the public the whole or any part of the grounds not occupied by the Stall Holders, such withdrawal shall not vitiate this Contract or confer upon the Stall Holder any right to recover from AgFest compensation on the grounds of loss of profits or any loss of whatever nature.

24 Any refund of monies due to cancellation by the Stall Holder will be at the sole discretion of Agfest.

25 If Agfest finds it necessary or expedient to cancel or postpone the Agfest event, this Contract shall cease to operate upon notice to that effect being served on the Stall Holder at the address detailed in the Stall Holders Application.

26 Stall Holders shall be solely liable for all costs of repairs resulting from any damage to any underground services as a result of any act or omission by the Stall Holder.

27 No persons are permitted to stay on the Agfest event grounds overnight.

28 Agfest reserves the right, at its sole discretion, to cancel this Contract and retain all monies in connection therewith if there is any infringement of the terms and conditions detailed herein.

29 No Stall Holder (except official caterers) are permitted to sell food for consumption on site without the prior written permission of Agfest.

30 Any Stall Holder wishing to have a hospitality area must indicate this on the Application Form submitted by the Stall Holder and must comply with all requirements set out by Agfest regarding such hospitality areas.

31 All Stall Holders must have their exhibits set up and exhibit for both days of the Agfest Field Day.

32 Agfest does not supply storage for any Stall Holder / Exhibitors machinery, plant or equipment.

33 Knives cannot be sold by any Stall Holder / Exhibitor to any person under the age of Sixteen (16) years.

34 All Stall Holders shall provide with their Application Form a Health and Safety Plan, which shall be subject to the approval of Agfest and all Stall Holders shall ensure they familiarise themselves with the Health and Safety Plan of Agfest for the venue and shall at all times strictly comply with and adhere to both their own Health and Safety Plan and the Health and Safety Plan of Agfest and all Stall Holders indemnify Agfest from any actions, inactions, claims or demands that may arise as a consequence of failure by the Stall Holder to comply with such plans or with any current relevant Legislation, Regulation or Codes of Practice relating to Health and Safety.

35 **Are you going to do some corporate hosting? Serve alcohol responsibly or not at all. You are NOT to serve alcohol to an intoxicated person You may NOT serve minors No ID no service, no exceptions You may NOT allow intoxicated persons to enter or remain on the premises – any issues please contact the AgFest isite to have security assist.You must provide and promote a wide range of non-alcoholic beverages and food These terms and conditions need to be communicated to all your staff on site If you don’t adhere to our obligations under the Sale and Supply of Alcohol Act, then you potential face a ban from providing and or supplying alcohol. It is important we act responsibly**.

35 Any decision of Agfest shall be final and binding on the Stall Holder and no correspondence shall be entered into regarding the same.

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***Acceptance***

I/We the Stall Holder confirm that I/We have read and understand the terms and conditions set out herein and fully accept the Terms and Conditions set out herein and will fully abide by the Terms and Conditions as outlined herein.

*Signed* : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Date:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_