



Mackay & District Agricultural, Pastoral And Industrial Association Incorporated

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2010 SITE CONTRACT AND RENTAL CONDITIONS

Failure to comply with the undermentioned clauses will result in the forfeit of Show site(s).

1. Full payment of site fees must be lodged by 5.00 p.m. on Friday 14th May 2010. Unsuccessful Applicants will be notified and will receive a refund of the \$132 Booking Fee. If your application booking fee is not received by the 1 June a late fee surcharge of 20% will be applied to the rental rate.
2. Display stands must be completed before 9.00 a.m. on Tuesday, 22 June 2010.
3. Displays, stalls or fixtures must not be dismantled, nor goods or materials removed and the exhibitor must remain open and trading until **4.00 p.m. on Thursday, 24th June 2010.**
N.B: This condition will be strictly enforced by management. Offending traders are liable to forfeit the privilege of future site allocations.
4. The Mackay Show Association undertakes to rent the site and/or building in its present condition. All subsequent plumbing, carpentry, and electrical requirements remain the responsibility of the exhibitor. Any works undertaken by the exhibitor at their own expense, shall be subject to prior approval by the management committee, and proceed in a workman-like manner, with exhibitor responsibility to make good any damage which may be sustained to any site facility or building.
5. The application of a poster or product by way of nailing, adhesive substance or any other means whatsoever to any building or other structure located upon the showgrounds site, is strictly prohibited.
6. Rental of site allocations remains at the discretion of the Mackay Show Association. The described area to be used only and solely for the purpose specified herein, **NO SUB LETTING WILL BE PERMITTED**, without the written authority of the Show secretary.
7. Only those goods of the nature stated on the site application form are to be displayed and/or sold. The Show secretary or agent shall retain the power to enter upon the area described and (to) remove any article, sign, picture or printed matter which may be deemed as obscene, or (as) a likely cause of offence to the general public and/or (to) the officials of the Mackay Show Association.
8. **The display and/or sale of laser lights, knives, offensive T-shirts, and vehicle stickers, bongos and liquid string merchandise is strictly prohibited on the Mackay Showgrounds.**
9. The exhibitor must confine his/her business to the purpose described herein. No selling canvassing, hawking or distribution of printed or other matter, will be permitted outside of the area contracted for. Failure to comply with this stipulation will result in the confiscation of such articles/goods, and the eviction of offending persons from the Mackay Showgrounds.

N.B: Any attempt by site-holders within the commercial exhibit area, including gate entry points, to occupy further positions, without the specific authority of the secretary/manager, shall incur immediate forfeit of trading rights on the Mackay Showgrounds.

Offending goods may be confiscated at the discretion of the secretary/manager.

10. Exhibitors, their representatives, and employees will conduct themselves in an orderly and respectable manner, whilst said persons are on the Mackay Showgrounds. Alcohol must NOT be consumed on exhibit stands.
11. The possession of illegal drugs and narcotic substances, will not be tolerated, and is strictly prohibited on the Mackay Showgrounds.
12. The Show secretary reserves the right, in unforeseen circumstances, to amend or alter the size or location of allocated sites, and the exhibitor/trader hereby undertakes to agree to any such alteration as deemed necessary.
13. **Any exhibitors intending to bring electrical equipment to the Showgrounds will be required to ensure that such equipment is fitted with earth leakage circuit breakers and that all electrical leads, tools and appliances have been inspected and tagged by a licensed electrical contractor.**

This is essential for the safety of all exhibitors and the general public and is a requirement of the Workplace Health and Safety Act of 1989. The Act imposes very severe penalties in the event of non-compliance with its provisions.

Any exhibitors who do not comply will not be allowed to exhibit at the Mackay Regional Show. Exhibitors should check all electrical equipment and leads before coming to the Showgrounds to avoid the occurrence of any difficulties.

No person may be engaged in electrical work of any kind, for which he/she does NOT have the relevant qualifications, technical knowledge and necessary experience.

14. All hazardous materials used by contractors, exhibitors and/or their commissioned agents, must be accompanied by a Material Safety Data Sheet, and submitted for attention of the secretary/manager, prior to the endorsement of the application/usage of such product.

The use, storage and disposal of waste product, or the storage and handling of dangerous goods, pose a threat to the environment, if not used in the correct manner.

NEVER CLEAN UP SPILLS BY WASHING WASTE PRODUCT INTO THE DRAINAGE SYSTEM.

Contractors, exhibitors, their agents, and all employees must wear protective clothing and use safety code compliant equipment, appropriate to their trade and duty.

15. Under no circumstances shall site holders excavate, dig or place pegs in their site area, without firstly securing permission from the Show secretary/manager.

16. Each stand is to carry at least one operational fire extinguisher of a capacity and type sufficient to extinguish any fire which may reasonably occur on the site.

17. **Site applications must include actual frontage measurements, including towbar lengths and shutter/shade extensions, which remain subject to standard rates of payment.** Any extension of trade, promotion, or other form of siteholder operation beyond the defined front-line on the ground lay-out plan, is strictly prohibited, and may incur immediate forfeit of trading rights on the Mackay Showgrounds.

18. The site electrician remains the final arbitrator where one or more operations are deemed to draw excessive power through lighting, cooking or other usage. In the interests of public safety and general efficiency, the site electrician carries this Committee approval to withdraw the power supply to any section of the showgrounds found to exceed standard consumption rate.

19. Application must state specific power requirement for anticipated load capacity. Single or three phase connection, and total amperage. N.B: A Levy will be applied on excess loading, at the discretion of the site electrician.

20. Minimum frontage on any site is three (3) metres.

21. **A copy of the current Public Liability policy of insurance for a sum of at least \$10,000,000.** in the name of the trader/exhibitor with an approved insurance company must be furnished with the respective site application form. Without proof of Public Liability coverage currently held by applicants for show-site(s), the Mackay Show Association may reject such applications at its absolute discretion. Given details of current Public Risk Insurance coverage will be respected as private and confidential information.

22. **SITE HOLDER MUST OBSERVE ALL PROVISIONS OF THE FOOD AND HEALTH REGULATIONS.**

23. **The exhibitors shall strictly comply with all Commonwealth, State and Local Government statutes, regulations and local laws including but not limited to the guidelines on the safety of show bags, toys and novelties as published by the Office of Fair Trading Queensland.**

24. Where a site has been allocated to any Exhibitor/Trader, the Show secretary reserves the right, in case the said person shall fail to make or maintain an adequate or creditable display, to declare that allocated position (or any part thereof) subject to forfeit.

25. Only those areas specifically rented for the purpose of raising funds for charity, shall be permitted to sell lucky numbers, raffles, lucky dips and chocolate wheel tickets etc. N.B **Trade/exhibit site holders must NOT allow their allocated sites to be used for fundraising activities, even though said Exhibitor/Trader may be involved in a sponsorship program on behalf of a particular charitable cause.**

26. **Notification of intended cancellation must be lodged in writing.** The booking fee of one hundred and thirty two dollars (\$132) is liable to forfeit on cancellations received after **Friday, April 30th 2010**. Full charges apply to site(s) cancelled after **Friday, May 14th, 2010**.

27. EXHIBITORS MUST NOT DISPLAY OR SELL ANY FARE RECOGNIZED AS AN APPROVED LINE OF THE SHOWMEN'S GUILD OF AUSTRALASIA.

28. **THE SALE OF 'THROWDOWNS' OR ANY OTHER UNSTABLE FIREWORKS, THE USE OF WHICH MAY PROVE A**

NUISANCE OR HAZARD TO OTHER EXHIBITORS AND/OR SHOW PATRONS IS STRICTLY PROHIBITED ON THE MACKAY SHOWGROUNDS

29. VEHICLES IN GROUNDS

Vehicles and machinery for show-time exhibit must be on-site in the Mackay Showgrounds by 8.00 am on Tuesday June 22nd June. Compliance with this direction will allow grounds staff to secure access gates before the turnstiles are open for public admission. With the general exception of vehicles for exhibit purpose only, those vehicles displaying an affixed Entry Permit sticker will be allowed to enter the showgrounds, during the 2010 Mackay Regional Show. ALL SERVICE VEHICLES MUST BE REMOVED FROM WITHIN THE SHOWGROUNDS BY 9.00 A.M. DAILY. THIS CONDITION WILL BE STRICTLY ENFORCED, AND OFFENDING VEHICLES WILL BE TOWED FROM THE SHOWGROUNDS AT THE OWNER'S EXPENSE.

Owing to revised parking arrangements within the Mackay Showgrounds, camping and vehicular parking is NOT permitted in the vicinity of the commercial trading area, nor in adjacent exhibit/judging sites. Camping will only be approved at \$15/night/van and only available at designated areas discussed by the Show Secretary/Manager.

N.B.: Parking restrictions apply to Shakespeare Street in the vicinity of the Caged Bird and Poultry pavilions.

N.B.: There remains NIL provision of camping facilities for itinerant traders, in the area adjacent to the established Showmen's Guild campsites. In order to ensure suitable accommodation during the Mackay Regional Show, alternative arrangements ought be attended by commercial exhibitors.

MOVEMENT OF VEHICLES WITHIN THE SHOWGROUNDS ON THE FINAL DAY (Thursday, 24th June, 2010) WILL NOT BE PERMITTED UNTIL 4.30 p.m..

30. It remains the responsibility of the exhibitor/trader to ensure the cleanliness and tidiness of occupied positions for the duration of the Show. The Association will arrange for general cleaning of aisles and passageways daily.

31. It is agreed that the Mackay Show Association will not under any circumstances be held responsible for any loss or damage to the Stock in Trade, stalls, equipment etc, or any part thereof belonging to an exhibitor.

32. The Mackay Show Association shall not be liable in contract, tort or otherwise for any injury to or death of any person, damage to property, economic loss or any indirect special or consequential damages caused by or resulting from the exhibitors occupation of the site and the exhibitor shall indemnify and keep indemnified the Association against all costs, damages, claims or proceedings in respect of any accident how so ever occurring which may occur in connection with the use by the exhibitor, its servants, agents, employees, invitees, licensees and visitors, of any part of the site or any installation therein.

33. FAILURE OF SERVICES

The Association will use its best endeavours to ensure the supply of standard services, but it shall not incur any liability to the exhibitor for losses, damages or expenses or otherwise if through strike, lockout, accident, force majeure or other cause beyond the control of the Association, any such services shall wholly or partially fail or cease to be available nor shall the exhibitor be entitled to any allowance in respect of rental due or paid under this Agreement.

34. Although Public Address Systems are not officially banned, the use of same must be governed and will be strictly monitored by officers of the Association. Any person found to be using systems which are deemed objectionable to other site holders, the general public, or by officers of the Association, remains liable to have the offending equipment confiscated for the remainder of the Show.

35. The Association shall determine when the Exhibition shall be opened to the exhibitors and (to) the general public, and this management decision as to such hours will be final and conclusive.

ADVERTISED HOURS FOR THE SHOW:

Tuesday (22/06/10) 9.00 am to 10.00 pm

Wednesday (23/06/10) 9.00 am to 10.00 pm

Thursday (24/06/10) 9.00 am to 4.00 pm.

36. EXHIBITORS PASSES - Available on the following basis.

SINGLE USE PASSES: This form of admission can be used once ONLY, and must be handed in upon entry, at the turnstiles. Single admission passes are subject to issue at the discretion of the Show secretary, upon application by the exhibitor. Single admission passes are charged to the exhibitor at the concessional rate of **\$6.50 per pass**.

N.B.: The limit of ten (10) single use passes per day, applies to all exhibitors; however, all such applications remain subject to management approval.

OPEN PASSES: Open passes admit the bearer to the Showgrounds on the basis of three times daily, for the duration of the Show. Said passes are to be retained by the holder, and produced upon demand. Open passes are issued on the basis of one complimentary pass per three metres in site frontage of allotted sites. Any additional Open Passes may be applied for, at the cost of **\$33.00** to the exhibitor.

Final page of Site Contract and Rental Conditions. Please acknowledge perusal of this document on the Show Space Application.