

EXHIBITOR APPLICATION FORM

APPLICATIONS CLOSE FEBRUARY 1, 2010



MARCH 6-7, 2010

STEAMPACKET GARDENS, GEELONG WATERFRONT

Name of Exhibitor

Please list exhibitor name as it is to appear in all event promotions

Name of Contact

Postal Address

City..... Postcode.....

Telephone..... Mobile

Email..... Website

ENQUIRIES: John Jackson, Rhumblin Marketing – (03) 5229 9101 or email: john@rhumblinmarketing.com.au

NOTE: Exhibitors are responsible for obtaining all necessary permits for their involvement in the event.

The Sustainable Home and Garden Expo is a Waste Wise event. Being Waste Wise requires that only recyclable packaging be used and that vendors reduce packaging where possible.

<input type="radio"/> STANDARD EXPO SITE	<input type="radio"/> DOUBLE EXPO SITE	<input type="radio"/> NOT FOR PROFIT SITE*	<input type="radio"/> GARDEN BED SITE
3x3 metres \$500 + GST per exhibitor <i>Includes:</i> > one 3x3 metre marquee (total space) > one trestle table > one chair > one promotional sign with the name of the Exhibitor (as listed above)	6x3 metres \$750 + GST per exhibitor <i>Includes:</i> > one 3x3 metre marquee and 3x3 metre additional land space (total 6x3 metre space) OR > one 6x3 metre marquee OR > one 6x6 metre site with 3x3 metre marquee (total 6x6 metre space) > one trestle table > two chairs > one promotional sign with the name of the Exhibitor (as listed above)	3x3 metres Cost: Free of Charge <i>Includes:</i> > undercover site > one trestle table > one chair > one promotional sign with the name of the Exhibitor (as listed above) *Not for Profit organisations only	\$500 + GST per exhibitor > 8x5 metre (two sites) > 7x5 metre (two sites) > 6x5 metre (two sites) <i>Site only. Materials at exhibitor's expense.</i>

POWER OUTLET REQUIREMENTS Please place a tick (✓) in the circle if your site requires a power outlet

PAYMENT Please note your site is not confirmed until payment is received. Your payment is due by Monday, Feb 1, 2010.

Please list in order of preference three site locations (refer to map for site numbers): _____

TOTAL EXHIBITOR FEE \$ _____ AUD

I declare that as the Exhibitor or on behalf of the Exhibitor, I have read and understand the Terms and Conditions (overleaf) and agree that the Exhibitor shall be bound by the Agreement referred to and described in Clause 3 of the Terms and Conditions.

Name (full name) Signature

Please make cheques payable to Barwon Water.

Please return forms, payment with a copy of insurance to: Casey Tomkins, Barwon Water, PO Box 659 Geelong VIC 3220

A tax invoice will be sent via return mail. All fees are inclusive of GST.

The return of this application with payment and insurance will constitute a valid application which Barwon Water may accept or reject at its absolute discretion. In the event of rejection, monies will be refunded.

TERMS AND CONDITIONS

1. Interpretation

1.1 Definitions

Applicant means a person or organisation wishing to exhibit at or participate in the Event.

Application Form means the form supplied to potential Exhibitors which includes the Exhibitor Terms and Conditions in respect of the Event.

Barwon Water means the Event organiser and event manager, Barwon Water.

Event means 'Sustainable Home & Garden Expo' to be held at the Steampacket Gardens, Geelong Waterfront – March 6-7, 2010.

Exhibitor means any Applicant granted a right to participate in the Event in accordance with Clause 4.

Exhibitor Fee means the fee required to be paid by the Applicant for an Expo Site at the Event, as set out on the Application Form, but does not include the cost of any goods or services not specified as standard items in respect of an Expo Site in the Application Form, or the cost of insurance.

Expo Site means the exhibition space at the Event allotted to the Applicant in accordance with Clause 4.

Personnel of a party means that party's employees, agents, directors, officers, contractors and consultants or any of them.

Site means the lands, places and buildings located in the Steampacket Gardens, Geelong Waterfront.

1.2 Representatives of Barwon Water

Barwon Water may in its absolute discretion appoint a third party or parties to exercise any of its rights and/or perform any of its obligations under this Agreement, and shall notify the Exhibitor of such appointment. The Exhibitor shall comply with all directions and requirements (pursuant to and in accordance with this Agreement) of such named representative(s) as if it were a direction or requirement of Barwon Water.

2. Submission of Application Form

The Applicant shall complete all details required on the Application Form and submit it to Barwon Water or its Personnel as specified. The Applicant shall include details of all items and requirements not specified as standard in the Application Form. The Applicant acknowledges that costs and fees in addition to the Exhibitor Fee may be payable by it for additional special requirements over and above the standard items and services as set out in the Application Form.

3. Acceptance of Application and Allotment of Expo Site.

3.1 Acceptance of Applications shall be notified in writing by Barwon Water and shall be at the sole discretion of Barwon Water. Barwon Water may impose such conditions on acceptance as it sees fit, including without limitation, alteration or removal of any aspect of the proposed exhibit.

3.2 A binding agreement between Barwon Water and the Exhibitor for use of the Expo Site at the Event comes into effect on the date of notice of acceptance of the Applicant's Application Form. The Agreement consists of these Terms and Conditions, as varied by Barwon Water from time to time, and any other terms, conditions, rights, benefits and obligations expressly provided in the aforementioned notice of acceptance (Agreement). Barwon Water reserves the right to alter or add to these Terms and Conditions at any time without notice.

3.3 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with its subject matter.

3.4 Upon acceptance of the Application by Barwon Water, Barwon Water will, at its sole discretion, allot an Expo Site to the Applicant. Barwon Water reserves the right at any time in its absolute discretion to alter the size, shape or position of the Expo Site allotted to the Applicant. Barwon Water also reserves the right to refuse any person admission to the Event in its absolute discretion.

4. Right to Exhibit

4.1 Upon notification of acceptance of the application and payment by the Applicant of the Exhibitor Fee in accordance with Clause 5, Barwon Water will grant the Applicant the right to conduct the exhibit in the Expo Site in accordance with the Agreement, and will provide the benefits set out in the Application Form (as varied by the notice of acceptance or otherwise in accordance with Clause 3). The Applicant will not be permitted to enter or occupy the allotted Expo Site unless and until the Exhibitor Fee has been paid in full. The Exhibitor shall procure, at its sole expense, all necessary permits required for its participation at the Event.

5. Exhibitor Fees and cancellation

5.1 The Applicant shall pay the Exhibitor Fee upon submission of the Application Form with the cost of any additional goods and services provided pursuant to this Agreement (the cost of which is not included in the Exhibitor Fee) requested on the Application Form.

5.2 If the Exhibitor wishes to cancel this Agreement more than 30 days prior to the commencement of the Event, Barwon Water shall refund all monies paid to it. If cancellation takes place less than 30 days prior to the commencement of the Event, Barwon Water shall refund all monies paid to it by the Exhibitor less the Exhibitor Fee.

6. Approval of Barwon Water

The design and content of all exhibits in the Expo Site (including any signage, products, machinery, merchandise, advertising material and/or other equipment) is subject to the prior approval of Barwon Water in its absolute discretion. If requested, the Exhibitor shall submit the design, layout and contents of its proposed exhibits to Barwon Water by February 24, 2010 to obtain such approval.

7. Construction, operation, dismantling and removal of property

The Exhibitor shall be responsible for the construction, operation, dismantling and total removal of all products, equipment and other property in respect of the Expo Site, including all costs associated therewith. The Exhibitor will be allowed access to the Expo Site, Event and the Site after 4.00pm on Friday March 5, 2010 to prepare the Expo Site, and must remove all products, equipment and other property from the Expo Site, Event and Site by no later than 5.00pm on Sunday March 7, 2010. Special arrangements can be made for garden bed site exhibitors and the Exhibitor's request.

8. Reinstate Site

The Exhibitor shall be responsible for the condition of the Expo Site and upon the close of the Event shall clear and reinstate the Expo Site to the condition thereof at the commencement of the Event to the satisfaction of the Barwon Water. In the event that the Expo Site is not cleared and reinstated as said, the Exhibitor shall reimburse Barwon Water for any costs incurred by it in clearing and reinstating the Expo Site.

9. Operation of Expo Site

The Exhibitor shall ensure that the Expo Site and all displays, products, and other equipment and aspects of its exhibit are in complete readiness to be opened to the public by 10.00am on Saturday March 6, 2010. The operating hours of the Event shall be 10.00am to 4.00pm on Saturday March 6 and Sunday March 7, 2010.

At all times during the Event, the Exhibitor shall at its own cost:

- during the operating hours of the Event, keep the Expo Site, and all displays an exhibits, open to view and properly staffed by competent representatives;
- maintain the Expo Site in a clean and tidy condition;
- conduct any business and other activities only from the allotted Expo Site and keep passageways in front or at the side of the Expo Site free of obstructions;
- ensure all fire equipment is fully visible and accessible; and
- not use any amplifiers or loudspeakers of any form.

10. Rubbish

All refuse produced by the Exhibitor shall be placed in the rubbish bins provided by Barwon Water.

11. Compliance with laws and regulations

The Exhibitor will comply and will procure that its Personnel comply with:

- all directions given by, or requirements of, Barwon Water, its authorised representatives or agents on its behalf;
- conditions of entry displayed at entrances to the Site;
- all requirements of any authorities having jurisdiction over the activities of Barwon Water or the use and occupancy of the Site;
- all applicable laws and regulations, including, any laws and regulations applicable to safety requirements for plant, machinery and other equipment;
- the terms and conditions of any permits approvals and permissions issued in relation to the Event including but not limited to health permits.

12. Site access and use

The Exhibitor shall ensure that the delivery of all plant, equipment, materials and supplies required by the Exhibitor during the event occurs well prior to 9.30am on Saturday March 6 and Sunday March 7, 2010 provided that if the Exhibitor reasonably considers it necessary to bring additional supplies into the Site after this time, the Exhibitor has first obtained the consent of Barwon Water.

Vehicles are not permitted to be on the site after 9.30am or before 4.30pm during the Event, unless the vehicle is part of a display and will not be moved.

13. Damage to property

The Exhibitor shall be solely liable for any loss or damage caused by or during the construction, establishment, operation, dismantling and removal of its property or any other element of its exhibit from the Site. The Exhibitor shall immediately notify Barwon Water of any such loss or damage and shall, unless otherwise notified by Barwon Water repair, rectify or reinstate any such loss or damage immediately upon its occurrence so that the damage property is repaired, rectified or reinstated to its pre-existing condition.

14. Promotional and advertising rights

The Exhibitor acknowledges that the Exhibitor shall have no promotional or advertising rights in respect of or relating to the Event.

15. Indemnity

The Exhibitor shall indemnify and keep indemnified and hold harmless Barwon Water its servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them or any of them arising as a result of the staging of the Event, except where such claims are the result of any negligence of Barwon Water, or its servants and agents.

16. Insurance

16.1 The Exhibitor shall, for no less than the period from March 3, to March 8, 2010 inclusive, effect all insurances required by law for its participation in the Event and all other appropriate insurances, and without limiting the generality thereof the Exhibitor must:

- arrange all necessary insurance with respect to its employees under the provisions of the relevant workers' compensation legislation;
- hold a current public liability policy of insurance for a sum of not less than \$10 million, including cover for products liability;
- hold comprehensive policies of insurance covering loss of or damage to any equipment and property brought into the Site by or on behalf of the Exhibitor which policies shall be for the full replacement value of the equipment and property.

16.2 The Exhibitor shall, within one week of effecting the insurance policies, and no later than February 24, 2010, produce the policies of insurance effected for the purpose of complying with these obligations to Barwon Water and shall, upon the request of Barwon Water, produce the receipts for payment of the current premiums or such equivalent acceptable evidence of compliance with this Clause.

17. Termination

17.1 If for any reason Barwon Water does not conduct the Event and the Exhibitor does not use, nor receive any benefit whatsoever from, the Expo Site and services contemplated by this Agreement, on written notice by Barwon Water this Agreement will terminate, and Barwon Water shall refund to the Exhibitor all monies paid pursuant to this Agreement. On receipt of those monies the Barwon Water will thereby be released and discharged by the Exhibitor and its personnel from all claims and damages of any kind.

17.2 Subject to the rights of Barwon Water to alter aspects of the Expo Site pursuant to Clause 3, if through no fault of the Exhibitor, Barwon Water is unable to supply to the Exhibitor a substantial part of the Expo Site and services contemplated by this Agreement, Barwon Water will, in relation to that portion of the Expo Site or services not supplied, refund part of the Exhibitor Fee paid to the Exhibitor (the amount to be at Barwon Water's absolute discretion). Upon receipt of those monies, Barwon Water will thereby be released and discharged by the Exhibitor and its Personnel from all claims and damages of any kind.

17.3 Barwon Water reserves the right to cancel this Agreement by notice served to the Exhibitor, in the event of any occurrence or happening relating to an Exhibitor which in the opinion of Barwon Water justifies it in doing so, including a breach of any of this Agreement. In these circumstances Barwon Water will not be liable to pay the Exhibitor any form of compensation whatsoever.

18. Acknowledgments

Without limiting the foregoing and to the extent permitted by law, Barwon Water and its representatives shall not be in any way liable to the Exhibitor, or any other person, if any attraction or feature at the Event is not provided, or is provided in an altered form, manner or size for any reason and the Exhibitor shall not make any claim against Barwon Water in this regard.

19. Assignment

The Exhibitor shall not be entitled to assign or sub-let all or part of the Expo Site without the prior written consent of Barwon Water.

PRIVACY STATEMENT: The personal information on this form is being collected to facilitate the Exhibitors participation in 'Sustainable Home & Garden Expo'. Should you wish to access or amend this information you may contact Barwon Water on telephone 1300 656 007. This information will also be used in the program produced for the Event and to determine the Exhibitors interest in participating in future events.

Please tick here if this information is not be included in the program or if you do not want to be contacted for future events.

Program

Other events