

## TERMS OF THE AGREEMENT/CONDITIONS OF EXHIBITING

1. The Proprietor (AusTimber 2004 Pty Ltd) agrees to make available to the Exhibitor the Site/s (hereinafter called "the Site") upon the terms and conditions hereinafter contained and/or referred to for the period from the commencement of the Build Up Time to the expiry of the Breakdown Time, such times being specified in the Exhibitor Registration Form.
2. The Exhibitor shall complete the construction of its Exhibit within the Build Up Time specified in the Exhibitor Registration Form and shall remove its Exhibit within the Breakdown Time specified in the Exhibitor Registration Form.
3. The Exhibitor will use the Site only for the Exhibit described in the site rental application form and will ensure that such Exhibit is manned and operated at all times during the hours of the Show Days. The Exhibitor shall at all times comply with the directions of the Exhibition Manager with regard to any aspect of its Exhibit and it shall be presumed that such directions are required for or conducive to the good management and operation of the Exhibition.
4. The Exhibitor shall by the expiry of the Breakdown Time restore the Site to its condition immediately prior to the Exhibitor taking possession of such site and shall remove from such Site to the rubbish bins provided or away from the Exhibition Venue all waste and other materials. The Exhibitor shall not permit or allow any of its servants, agents, invitees or licensees by any act or omission to alter, paint or otherwise deface or in any way damage or cause to be damaged the partitioning or any other part of the Exhibition Venue, or any plant, equipment or other goods and property situated in or about the Exhibition Venue which is not owned by the Exhibitor. The Exhibitor shall indemnify and reimburse the Proprietor in respect of all claims, costs, expenses, damages and monies which the Proprietor shall suffer by reason of breach of the provisions of this clause.
5. The Exhibitor shall not allow any other person, company or organisation to share or use all or any part of the Site without the written consent of the Proprietor.
6. The Exhibitor shall:
  - a) Maintain its Site, Exhibit and all incidental goods and displays in a clean, tidy and attractive condition at all times during the Show Days.
  - b) Ensure that the walls of marquees and tents are no closer than one (1) metre to all site boundaries in the outdoor exhibition area.
  - c) Ensure that its Exhibit, including incidental goods, services and displays and the operation of such exhibit comply with all statutory and local authority requirements and with the rules and requirements of both management of the Exhibition Venue and the Exhibition Proprietor.
  - d) Ensure that its staff are fully conversant with the emergency, safety and security procedures of the Exhibition Venue and take all reasonable precautions to prevent the occurrence of fire in or about the Exhibition Venue.
  - e) Have at least one suitable fire extinguisher readily available on the Site in the outdoor exhibition area.
  - f) Refrain from fuelling mobile vehicles in the Exhibition Venue area.
  - g) Remove ignition keys from all vehicles not actually in use.
  - h) Cover all tent and marquee pegs, other dangerous spikes and protruding objects with suitable bags or shrubs.
7. The distribution of advertising leaflets or other similar promotional materials from other than the Exhibitor's own site is prohibited.
8. Exhibitors must before digging any holes, or driving any objects into the ground, ensure that there are no underground power cables, water pipes or other hazards which could be damaged or cause injury to any person. All damage caused by the Exhibitor or its servants, agents in the course of digging any holes or driving any objects into the ground shall be immediately repaired at the Exhibitor's expense.
9. Unless otherwise agreed to in writing by the Proprietor the fee payable for the Site shall not include the following supplies and services.
  - a) Connections from supply points (if any) at the Exhibition Venue for telephones, water, gas, compressed air and similar service and the cost of services supplied from such connections.
  - b) Cleaning of the exhibitors Site.
  - c) Any type of insurance cover in respect of the Exhibit and incidental goods and displays.
10. All photographic rights in connection with the Exhibition are reserved to and are the property of the Proprietor. All advertising and promotional material which is to be made available by the Exhibitor in connection with its Exhibit shall not be subject to the approval of the Proprietor. The Proprietor shall not be responsible for any omissions, misdescriptions or other errors from or in any advertising or promotional material relating to the Exhibition or to the Exhibit of any Exhibitor regardless of who may publish or issue such material.
11. The Proprietor shall use its best endeavours to supply the goods and services it has herein agreed to provide. However, if circumstances so require the Proprietor shall be entitled to allocate to the Exhibitor a different Site to that herein before referred to, to amend or vary the dates and hours of the Build Up Time, the Show Days and the Breakdown Time and/or cancel the Exhibition. Such matters shall be at the sole discretion of the Proprietor which shall not be responsible or liable for any losses, damages, claims, costs or expenses which may be suffered or incurred by reason of its failure to supply or arrange for the supply of any goods and services or by reason of any amendments or variations referred to herein.
12. The Proprietor shall be entitled from time to time to make such further regulations and decisions which shall, in its opinion, be reasonably required for or conducive to the good management and operation of the Exhibition. In particular the Proprietor shall be entitled to remove and expel any person from the Exhibition Venue notwithstanding that such a person may hold a valid admission pass or ticket.
13. The Exhibitor shall comply with its duties and obligations under this agreement and with the rules and requirements of the Exhibition Venue management and shall reimburse and indemnify the Proprietor in respect of all losses, damages, claims, costs and expenses which the Proprietor may suffer or incur by reason of the failure of the Exhibitor so to do. If the Exhibitor shall fail to comply with any of its duties and obligations, the Exhibitor shall reimburse and indemnify the Proprietor in respect of all costs and expenses which the Proprietor incurs as a result of such failure, or forthwith and without any prior notice, the Exhibitor's right to use the Site will be terminated. In the latter event the Proprietor may at its option and at the cost of the Exhibitor, remove the Exhibitor's Exhibit and all incidentals goods, services and displays without being responsible for any damage caused thereto or for any loss thereby suffered by the Exhibitor, and all Site fees paid by the Exhibitor shall be forfeited to the Proprietor as liquidated damages.
14. The Proprietor shall arrange for night security at the Exhibition Venue from the commencement of the Build Up Time to the expiry of the Breakdown Time but it shall not be responsible for any loss or damage, howsoever caused, to the Exhibitor's property while it is at the Exhibition Venue.
15. The Proprietor shall arrange for Public Liability Insurance for the whole of the exhibition site from the beginning of the build-up period till the end of the breakdown period.
16. No Vehicles, other than those forming part of an Exhibitor's display are permitted on Exhibition Sites during Exhibition Hours. Cars and vehicles parked on Venue roadways during opening hours will be removed at the Exhibitor's risk and expense.
17. The Exhibitor warrants that all information and representations contained in any promotional material, displays and statements that will be issued or displayed by the Exhibitor in connection with the Exhibition, whether before, during or after the Exhibition, will be correct, will be capable of being sustained, will not be misleading or deceptive and will not constitute a breach of the Trade Practices Act (Commonwealth) 1974 (as amended) and the Fair Trading Act (New South Wales) (1987), in particular or of any other Act, Regulation or Bylaw or of the civil rights of any person.
18. If the Proprietor shall incur or suffer any costs, claims, expenses, damages or losses by reason of the Exhibitor, or any servant or agent of the Exhibitor doing or permitting anything which may constitute a breach of the Trade Practices Act (Commonwealth) 1974 (as amended) and the Fair Trading Act (New South Wales) (1987), in particular or of any other Act, Regulation or Bylaw or of the civil rights of any person, then the Exhibitor shall reimburse and indemnify the Proprietor in respect of any such costs, claims, expenses, damages or losses.
19. The Proprietor, in its discretion and on the basis of exceptional circumstances, may at the request of the Exhibitor, agree to release the Exhibitor from its further obligations under this contract provided such request is received by the Proprietor in writing not later than a clear 60 days prior to the opening date of the Exhibition, and provided that the Exhibitor acknowledges in writing that the deposit money paid under this contract shall be forfeited to the Proprietor as liquidated damages. If the above requirements are not fulfilled then this Contract shall remain in full force and effect and the Exhibitor shall be liable to pay the Proprietor all money due under this Contract.
20. The Proprietor makes no warranty as to numbers of visitors to the Exhibition Venue during the show days.

**Sharing Sites (see clause 5) Exhibitors sharing their site(s) with other companies (with whom they do not have a specific agency relationship) are required to declare their intentions. Any additional company on any stand will be required to pay a fee of \$500. This will entitle them to a separate listing in the Exhibition Catalogue.**