

APPLICATION FOR EXHIBITION SPACE and GENERAL CONTRACT CONDITIONS

EXHIBITOR DETAILS

Company Name: _____ Trading Name: _____

Contact Name: _____ Position: _____

Address: _____

State: _____ P/Code: _____ Country: _____

Telephone: () _____ Facsimile: () _____ Mobile: _____

Email: _____ Web: www. _____

INDOOR STAND DETAILS

Size(m):	m ² :	Price(\$*):	Space:
1 X 3	3	\$ 900	Booth
3 X 3	9	\$ 1,550	Booth
3 X 6	18	\$ 2,775	Booth
6 X 6	36	\$ 5,175	Booth
6 X 6	36	\$ 4,320	Clear
6 X 9	54	\$ 6,400	Clear
9 X 9	81	\$ 9,000	Clear
10 X 20	200	\$ 16,200	Clear

OUTDOOR MARQUEE PACKAGE DETAILS

Size(m):	m ² :	Price(\$*):	Space:
3 X 3	9	\$ 1,200	Marquee
3 X 6	18	\$ 2,000	Marquee
6 X 6	36	\$ 3,800	Marquee

OUTDOOR SPACE ONLY PACKAGE DETAILS

Size(m):	m ² :	Price(\$*):	Space:
> 3 X 3	> 9	\$ 500 / 9m ²	Space Only

* Prices exclude GST.

STAND REQUIREMENTS

Refer to floor and outdoor plans for stand and space numbers, locations and dimensions. Make two site choices in your order of preference or complete both options if you'd like multiple spaces.

Stand 1:

Stand No: _____ Booth / Clear / Marquee / Space Only (circle)

Dimension _____ x _____ = _____ m²

and / or (circle) Stand 2:

Stand No: _____ Booth / Clear / Marquee / Space Only (circle)

Dimension _____ x _____ = _____ m²

CALCULATION & COST

STAND COST (based on first choice):	A\$	
PLUS GST (10%)	A\$	
PLUS Public Liability Insurance**	A\$	185.00
TOTAL COST (including GST)	A\$	

ELECTRONIC TRANSFERS

Account name: Ausbike Australia
 Bank: Westpac BSB: 033-018 Account #: 238392
 Please fax a copy of remittance to +61 (0) 3 9682 8855 or email accounts@ausbike.com.au

CANCELLATION POLICY

Refer to Point 3 of General Conditions of Contract overleaf.

COMPLETE AND RETURN WITH 25% DEPOSIT TO:

Ausbike Australia
 - Mail: PO Box 5134, Garden City Victoria 3207 Australia
 - Fax: +61 (0) 3 9682 8855
 - Email: accounts@ausbike.com.au

TERMS & CONDITIONS

We have read and agree to abide by the General Conditions of Contract and the Rules and Regulations as stated within this document and any amendments advised by Ausbike Australia as a condition of the allotment of space. We agree to pay the total cost as indicated by the payment terms. This Application Contract is binding once accepted by Ausbike Australia. Please note:

- Penalty charges will be incurred for any changes to stand layout within 2 weeks of the Exhibition
- Any stands cancelled within 60 days of Exhibition must be paid in full
- Bookings after 4 June, 2010 will only be accepted when paid in full within one week of invoice being issued.
- All stands must be paid for in full before setup will be allowed
- To be eligible for the 10% upfront discount stands must be paid for with booking or within one week of invoice being issued
- Refer to and acknowledge Point 9 of General Conditions of Contract overleaf.

Name: _____

(please print)

Signature: _____

Date: _____

PAYMENT TERMS

25% deposit with booking. 75% balance on or before 4 June '10.
10% discount is given for full upfront payment received with booking.

CONTACTS

Head Office - +61 (0) 3 9682 8822

Simon Head General Manager - 0419 392 051 or simon@ausbike.com.au

Morven Grant Expo Manager - 0438 281 044 or morven@ausbike.com.au

Please contact Ausbike Australia to discuss larger stand sizes, alternative stand options and special requests /needs.

** Public Liability Insurance cost **NOT** payable with presentation of current valid approved public liability insurance certificate with cover of \$10 million. Certificate to be supplied with booking form to Ausbike Australia to waive \$185.00 fee.

Signed: _____

OFFICE USE ONLY

Date: _____

Deposit Paid A\$ _____

GENERAL CONDITIONS OF CONTRACT

1. The application overleaf is an application by the Exhibitor to take the area of space alone or with Stand specified at the Exhibition described in the said application at the Venue and for exhibition purposes on the dates and for the charges specified in the said application. The Exhibition is being promoted and organised by Ausbike Australia ("the Organiser"). By returning the signed application the Exhibitor will be deemed to have offered to the Organiser to take the space and Stand on the terms and conditions and in accordance with the rules and regulations contained herein. The organiser reserves the right to accept or reject the application. When accepted by the organiser the application becomes a binding contract between the applicant and the organiser.
2. The Exhibitor will pay the Organiser the space and Stand charges in accordance with the payment terms specified in the application. In the case of applications received after the final payment date the total cost will be due and payable immediately. The dishonouring of any cheque paid in respect to the application will constitute breach of this Agreement.
3. If the exhibitor fails to meet the prescribed payments or fails to occupy all or part of the space allotted, the Organiser reserves the right to relet the space to another applicant and to recover damages in the form of withdrawal fees. Exhibitors withdrawing from the Exhibition more than 60 calendar days before the first open day of the Exhibition shall be liable for 50% of the total amount due. Where withdrawal is less than 60 calendar days the liability shall be 100% for the total amount due. By signing the application form the Exhibitor acknowledges that these amounts are reasonable pre-estimates of the typical loss to the organiser if the Exhibitor withdraws from the Exhibition or is in breach of contract during these periods. Notification of withdrawal shall only be valid if received in writing to the organisers.
4. The Exhibitor must take out and keep current an insurance cover for Public Liability Insurance for a cover of at least \$10 million with extensions, which include indemnities given by the Exhibitor to the Organiser, and the Venue Proprietor. Such insurance cover is to be maintained with an insurer approved by the Organiser.
5. Notwithstanding anything herein contained the Organiser will not be liable in any circumstances for any loss, damage or injury which may occur to the Exhibitor or the servants, agents, contractors or invitees of the Exhibitor or for any damage to their property, including without limitation damage to exhibits, plant, equipment, food or provisions, fixtures, fittings or other property whatsoever or for any loss of profits which they may suffer howsoever caused AND without in any way limiting this provision, the Organiser will not in any event be held liable for any loss, damage or injury arising from the operation or failure of any utility service or machinery provided to or for the Venue or restrictions on entry or in the conduct of the Exhibition PROVIDED ALWAYS that such loss, damage or injury is not occasioned by any wilful act of the Organiser or its servants or agents.
6. The Exhibitor agrees to be bound by the rules and regulations for the Exhibition, which appear below or any subsequent amendments.
7. The Organiser agrees with the Exhibitor that subject to these General Conditions and the rules and regulations, it will make the space referred to overleaf available to the Exhibitor during the course of the Exhibition.
8. The Organiser may postpone or amend the time for the holding of the Exhibition or change the venue of the Exhibition to another venue in the same city to such time or venue which in the opinion of the Organiser is more suitable for the Exhibition and the Organiser will not be liable for any loss occasioned thereby provided that this right will be exercised only where circumstances arise to the reasonable belief of the Organiser to make such changes necessary.
9. The Exhibitor will not be entitled to any refund in the event of cancellation of the Exhibition or part thereof because of industrial action, blackouts, natural weather conditions or any other cause beyond the Organiser's control.
10. The Organiser may in the event of any circumstances which render it necessary vary the space and Stand allocation and the Exhibitor will accept such re-allocation without any claim for a reduction in charges or otherwise.
11. The Organiser will determine the hours during which the Exhibition will be conducted and as to hours of access for Exhibitors and visitors and such times may be varied from time to time as necessitated by commercial considerations without objection on the part of the Exhibitor.
12. The Exhibitor hereby indemnifies and releases the Organiser against all actions, suits, costs, claims and demands, brought against the Organiser by any person, firm or corporation for any damage, loss or injury caused directly or indirectly to or suffered by any person, firm or corporation as a result of any act or default of the Exhibitor or the servants, agents, contractors or invitees of the Exhibitor or resulting directly or indirectly from the attendance of the Exhibitor at the Exhibition including travel to and from the Venue.
13. The Organiser is not liable for any indirect or consequential damages arising out of breach of this Exhibition Contract.
14. No Exhibitor will assign, sublet or share the whole or any part of the space allocated to the Exhibitor without the written consent of the Organiser.
15. In the event any statute implies any term, condition or warranty into this Agreement which cannot be lawfully excluded, they will apply to this Agreement, save that the liability of the Organiser and each of them for breach will be limited, at the option of the Organiser, to any one or more of the following: (a) the replacement of goods to which the breach relates or the supply of equivalent goods; (b) the repair of such goods; (c)

the payment of the cost of replacing the goods or of acquiring equivalent goods; or (d) the payment of the cost of having the goods repaired.

16. If any provision of this Agreement is held to be illegal or contrary to public policy or otherwise unenforceable, such invalidity or unenforceability will be deemed eliminated or modified to the extent which in the court's opinion, it is necessary to make the remainder of the provision enforceable.
17. This Agreement will be governed by and construed in accordance with the laws of the State of Victoria, Australia.
18. This Agreement contains the entire understanding of the parties concerning the subject matter dealt with herein and supersedes all prior negotiations, correspondence, understandings, arrangements and representations between the parties or made by a party and each party acknowledges that except as set out in this Agreement, it has not relied on any representation made by or on behalf of any other party.
19. These general conditions and the rules and regulations may not be modified or waived by any person.
19. The Organiser will update the Exhibitor from time to time with email news items unless the Exhibitor advises the Organiser in writing to be removed from such updates.

RULES & REGULATIONS FOR THE EXHIBITION

1. The following are the rules and regulations applicable to the conduct of the Exhibition and which are agreed will bind the Exhibitor, its servants, agents, contractors and invitees.
2. The Organiser will have the right to amend or add to these rules provided that such amendments or additions do not materially increase or diminish the rights of the Exhibitor and are notified to the exhibitor.
3. The Exhibitor will also comply with all rules and regulations of the authority having control over the Venue site.
4. Failure to comply with these rules and regulations may result in the Organiser or the authority administering the Venue site ordering the removal from the Venue of the whole or any part of the Stand and exhibits of the Exhibitor and in that event the Organiser and/or the said authority will not be liable for any claim for any loss or for compensation.
5. All exhibits, displays and demonstrations are to be subject to the approval of the Organisers which will allot times for the erection and dismantling of Stands. All stand design and build rules must be complied with. Copies available from info@ausbike.com.au
6. Exhibitors will not without the prior consent of the Organiser make use of any microphone, sound amplifications, musical instrument machine or demonstrations in an overwhelming manner. Such consent may be withdrawn when the level of sound and annoyance in the sole judgement of the Organiser causes nuisance to neighbouring Exhibitors or visiting public.
7. All Exhibitors will to the satisfaction of the Organiser, clean and keep tidy all space occupied by the Exhibitor. It is the responsibility of the Exhibitor to see that all general rubbish and litter is taken from the Stand immediately after the completion of the Exhibition.
8. The Exhibitor will comply with all rules, regulations and requirements of any statute of any government or semi-government authority and without in any way limiting this provision all regulations and directions relating to fire safety, the provision of liquor and foodstuffs, copyright, games of chance, public health and building works. The Exhibitor will indemnify and keep the Organiser indemnified against any costs, claim, action, suit, proceedings or demand resulting from any non-compliance with this rule.
9. Exhibitors must not transfer or sub-let the whole or any part of their space without prior written consent of the Organiser.
10. The Exhibitor will be responsible for any damage caused by the Exhibitor, his servants or contractors to the Venue.
11. No part of any Stand or exhibit will intrude onto any gangways or obscure any fire or exit sign.
12. The Organiser reserves the right to alter the layout, plans and positions of Stands, if, in its opinion, this is desirable from the point of view of the Exhibition as a whole.
13. No lottery, raffle, guessing game, game of chance or sideshow will be conducted without the consent of the appropriate authority and the Organiser.
14. Exhibitors may not canvass or distribute promotional material other than from their own Stand without the written consent of the Organiser.
15. No goods of any description may be removed without the written consent of the Organiser.
16. No electrical or plumbing work will be undertaken save with the consent of the Organiser and then only by an Electrical or Plumbing Contractor approved by the Organiser.
17. Where there is more than one Exhibitor occupying space, their liability will be joint and several.
18. The Exhibitor, his staff and contractors will comply with all reasonable requirements of trade union regulations as applicable to the Venue in which the Exhibition is being conducted.