

# GENERAL TERMS AND CONDITIONS OF THE TRADE STAND AGREEMENT

Trade Stand Exhibitor Name \_\_\_\_\_

1. These general terms and conditions of the **Trade Stand Agreement** to be signed on acceptance by the Exhibitor and FICA
2. FICA agrees to make available to the Exhibitor the site/s (hereinafter called "the site") upon the terms and conditions contained and/or referred to for the period from the commencement of the set up and break down on site at the Rotorua Racecourse.
3. The Exhibitor shall complete the construction and removal of the trade stand within specified timeframes in the Trade Stand Guide 2022.
4. The Exhibitor will use the site only for the trade stand described in the Trade Stand Contract and will ensure that the stand is manned and always operated during the hours of the Expo Days. The Exhibitor shall at all times comply with the directions of the Event Manager & Health & Safety 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 Expo.
5. The Exhibitor shall by the expiry of the break down time restore the site to its condition immediately prior to the Exhibitor taking possession of such site and shall remove from their site the rubbish, all waste and other materials.
6. The Exhibitor shall ensure that you have the controls in place to minimize any risks on your stand that is reasonably practicable. Also be prepared to demonstrate this to the event management and particularly our Health & Safety Manager. Please consider the following activities:
  - Moving blades, Noise, Exposed machines including height, Electrical cables & equipment,
  - And separating machines and people
  - The Exhibitor shall be liable to reimburse the venue owner in respect of all claims, costs, expenses, damages, and monies which the venue owner shall suffer by reason of breach of the provisions set out in these conditions.
7. The Exhibitor shall not allow any other person, company, or organization to share or use all or any part of the Trade Stand, without prior written consent of FICA event management.
8. The Exhibitor shall maintain their site and surroundings safely in accordance with the Trade Stand Guide 2022.
9. Before digging any holes, or driving any objects into the ground, the Exhibitor must 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 in the course of digging any holes or driving any objects into the ground, by the Exhibitor or its servants and/or agents, shall be immediately repaired at the Exhibitor's expense.
10. The Exhibitor is responsible for any type of insurance cover in respect of the trade stand and incidental goods and displays.
11. FICA event management 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 Expo. In particular, FICA event management shall be entitled to remove and expel any person from the Expo Venue for inappropriate behavior or actions compromising the safety of others.
12. FICA event management will arrange for night security at the expo venue from the commencement of the set up to the breakdown of the event, but it shall not be responsible for any loss or damage, howsoever caused, to the Exhibitor's property while it is at the expo venue.
13. FICA event management shall arrange for public liability insurance for the whole of the exhibition site from the beginning of the setup period till the end of the breakdown period.
14. All Exhibitors must hold public liability insurance with an indemnity of not less than \$10 million, covering them against occurrences attributable to their activities or the activities of any person for whom they are directly responsible.
15. No Vehicles, other than those forming part of an Exhibitor's display are permitted on trade stands during expo hours.
16. FICA event management take no responsibility as to numbers of visitors to the expo venue during the show days but will maintain a full and complete promotional campaign keeping all Exhibitors informed before and post the event.
17. Abiding by all CoVID rulings and levels at the time of the event will go ahead, provided Government regulations permit and will operate under the guidance of the Ministry of Health. Exhibitors will be required to follow any current mandatory regulations by MOH at the time.
18. Neither Event nor Exhibitor shall be liable for any loss, damage, claim, liability, or default due to any act of God, warlike hostilities, terrorism, strike, lock out, industrial action, fire, flood, drought, storm, or other event beyond the reasonable control of either party.

Yes, I agree to all the terms and conditions of the Trade Stand Agreement and will ensure that as an exhibitor we meet all the requirements. We accept that the FICA will have every right to discuss "out of scope" behaviour and manage the resolve of non-compliant matters appropriately.

**Signed:** \_\_\_\_\_  
TRADE STAND EXHIBITOR

**Signed:** \_\_\_\_\_  
FICA EVENT MANAGEMENT

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

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