



Deni Play on the Plains Festival Ltd
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DENI UTE MUSTER **2017 TRADE SITE APPLICATION**

Festival dates: Friday 29th and Saturday 30th September, 2017

APPLICATIONS CLOSE: 5.00pm Friday 31st March, 2017

FESTIVAL OVERVIEW

The Deni Ute Muster (**Festival**) is promoted by the Deni Play on the Plains Festival Ltd (**we, us** and **our**). The Festival aims to attract trade sites that offer a variety of enjoyable, affordable, high quality goods and services at competitive prices.

All trade sites should reflect the locally orientated, friendly and relaxed atmosphere of the Festival and it is expected that trade sites will feature colourful and festive decoration.

TERMS AND CONDITIONS

These Terms and Conditions set out the basis on which you will be granted a non-assignable licence to have a trade site at the festival. Tickets to the festival are given and admission is granted on the basis that you are bound by these Terms and Conditions.

A reference to 'you' and 'your' in these terms and conditions is a reference to each vendor; and a reference to 'your personnel' is a reference to your employees, contractors, sub-contractors, employees of sub-contractors, labour hire employees, work experience students, volunteers and any other representatives engaged by you for the Festival.

APPLICATION PROCESS

You must be the registered and licensed owner and principal operator of the trade site for the duration of the Festival, including Bump In and Bump Out.

Application forms are at the end of this document with all submission details explained.

All relevant application forms must be completed with as much information as possible about the proposed site. Incomplete or illegible applications will not be accepted.

SELECTION PROCESS

Selection of sites is based on information you provide to us and factors we take into consideration when selecting sites for the Festival, including:

- quality and attractiveness of your product
- diversity and variety of trade sites for our patrons
- presentation of your site

Make sure you include a precise and detailed description of your trade site. You **must** include an artist impression and/or visual image / photo(s), in colour, to assist with your application.

Some trade sites may not be accepted mainly for reasons of duplication. Non-acceptance is not a reflection on you or your site.

Acceptance emails will be sent within ten working days after the closing of applications. **Please ensure you have given the correct email address as this will be the main source of communication.** In the event your application is unsuccessful, you will also be notified via email. If your application is successful, you will receive a Vendor Information Pack towards the end of August.

Please note: Site allocation and the selection of trade sites is at our absolute and sole discretion and all decisions are final. We reserve the right to reject any application. No further correspondence will be entered into with unsuccessful applicants.

LOCATION

Deniliquin Festival Site - Conargo Road, Deniliquin NSW.

DATES & TIMES

The Festival runs on Friday 29th September and Saturday 30th September, 2017.

All trade sites may, subject to compliance with rules and regulations, take up possession of their nominated site from 9.00am on Wednesday 27th September, 2017 for Bump In purposes.

Trade sites must completely set up before 7.00am on Friday 29th September. All display equipment, stock, vehicles etc. must remain on site until the close of Festival, approximately Midnight Saturday 30th September. All sites must be vacated by 2.00pm on Sunday 1st October and the site must be left in a clean and tidy condition prior to your departure.

Bump In/Bump Out times are listed below:

BUMP IN	<i>Wednesday 27th September, 2017</i>	9.00am – 5.00pm
BUMP IN	<i>Thursday 28th September, 2017</i>	7.00am – 10.00pm (lockdown)
SITE LOCKDOWN	<i>Thursday 28th - Friday 29th September, 2017</i>	10.00pm – 6.00am STRICTLY
TRADING HOURS	<i>Friday 29th - Saturday 30th September, 2017</i>	8.00am – 11.00pm
BUMP OUT	<i>Saturday 30th September - Sunday 1st October, 2017</i>	Midnight – 2.00pm

Trade sites must operate and have staff in attendance during the trading times listed below. If trade sites wish to trade past 11.00pm this will be entirely up to the owner's discretion.

Friday 29th & Saturday 30th September, 2017

Trading Hours: 8.00am - 11.00pm

Please note: The Festival Arena is in lock down from 10.00pm Thursday 28th September – 6.00am Friday 29th September, strictly NO vehicle access will be available during this time.

INFRASTRUCTURE

No infrastructure is included in site cost. Trade sites needing to hire a marquee will need to book directly with our preferred local supplier - Deniliquin Party Hire. This marquee booking is a separate arrangement between you and the hire company. As part of an agreement we have with this supplier, all marquees ordered by you will be erected on your allocated site prior to your arrival. No flooring, lighting or furniture will be provided for marquees unless prior arrangements have been made by you.



Deniliquin Party Hire – 03 5881 1944

VISUAL APPEARANCE

Please ensure your trade site is colourfully decorated in a way that not only reflects your product, but compliments the Festival. The trade site must be clean and presentable and your personnel must be clean and tidily dressed and conduct themselves in an orderly manner at all times.

Trade sites will be judged over the weekend and an award will be given to the most visually pleasing site. The winner will be announced in late October and will receive one free trade site at the 2018 Deni Ute Muster.

BOUNDARIES

Boundaries of your nominated site must be observed and all billboards, vehicles, goods, equipment and supplies must be displayed and housed within this area. You must not encroach onto walkways, adjacent sites or other areas.

Any billboards found outside of your nominated trade site will be removed and taken to the Operations Centre for you to collect.

SITE ALLOCATION

Site allocation and the selection of trade sites is at our absolute and sole discretion and all decisions are final. We reserve the right to reject any application. No further correspondence will be entered into with unsuccessful applicants.

BANKING

There are NO banking or change facilities located at the Festival. Please ensure you have adequate change available for the duration of the Festival.

SMOKING POLICY

Areas of the Festival may operate a no smoking policy and you must comply with any such policy.

FOOD

General trade vendors are not allowed to sell or serve food without permission from the Around the Grounds Event Coordinator. Trade vendors who wish to sell food must apply to operate a catering site and pay the appropriate fee.

ELECTRICITY AND ELECTRICAL EQUIPMENT

Each trade site will be allocated ONE (1) single 15amp power outlet; any additional outlets required are to be purchased at \$60 each. If your trade site is found to be using an extra outlet during the Festival, you will be charged for each extra outlet in use. We accept no liability for damage to electrical equipment due to power fluctuations or failure.

All trade sites are asked to keep electricity consumption to the absolute minimum. There is no power available for heating purposes. Please note, any electrical work required on the day should be carried out by a licensed electrician and conform to Australian Standard AS 3002-1985 'Electrical Installations – Shows and Carnivals'. All equipment must be in safe working order and all leads must be tested and tagged by a registered electrician. There will be no exceptions to this requirement. Any damage caused by electrical over-consumption, overload or misuse will attract penalties.

You are required to provide your own leads and power-boards fitted with circuit breakers; the equipment must be water resistant and maintained above ground. By Australian standards it is recommended that a 10amp outlet (240 volts) takes a maximum of 2400 watts.

Any damage caused by electrical over-consumption, overload or misuse will attract penalties.

GOODS SOLD

All food distributed at the Festival (either sold or given away) must comply with the Australian and New Zealand Food Standards Code and any other applicable health and safety regulations. It is your responsibility to ensure these regulations are met. You can contact the Health Inspector at the Edward River Council on 03 5898 3000 if you have any queries on regulations in the Deniliquin area.

Only products and services that you have listed on your trade site application form are permitted to be sold at your trade site. There is a strict **NO GLASS POLICY** at the Festival; all products must be in non-breakable containers. There are no exceptions to this rule.

Note that certain suppliers may have exclusive rights and restrictions may apply on what goods you can sell. We will notify you if any such restrictions apply to your trade site.

RESTRICTIONS ON GOODS SOLD

We reserve the right to prohibit offensive goods from being sold or displayed at the Festival, and may at our discretion remove any such goods from your trade site if we consider that such goods may offend or infringe any third party rights, such as copyright.

Knives and other objects that can be used as weapons may not be sold from your trade site. The sale of alcohol, tobacco and cigarettes is also prohibited.

We have overall control of signage, material and products sold or displayed at the Festival. No article, sign, picture, sticker, print matter, etc. is to display any of the Deni Play on the Plains Festival's trademarked logos or images. This includes the words Deni Ute Muster, the Deni Ute Muster logo, the ute-ilize it diamond sticker, Deniliquin – Ute Capital of the World, ute-ilize it, Deni Play on the Plains, the Australian National Circle Work Championships and the Australian National Circle Work Championships logo.

The official staff of the Festival are authorised to enter upon trade sites at any time and remove any article, sign, picture or print matter, which in their opinion may be the cause of offence to the public. Likewise, any unseemly conduct demonstrated by any person on any trade site deemed by us to be offensive or threatening will not be tolerated and said person(s) will be removed from the Festival.

PHOTOGRAPHY AND RECORDING

You consent by filling in this application form (in your own capacity and on behalf of your personnel) to be included in film, photos and recordings of the Festival and for those recordings to be used by us in any medium or context throughout the world in perpetuity without further authorisation by or compensation to you or your personnel.

ACCOMMODATION

It is your responsibility to book and pay for your accommodation. Please note there is minimal accommodation in Deniliquin over the weekend and we make no guarantees that accommodation will be available.

You are welcome to camp in our camping grounds or within the confines of your trade site. If you choose to camp on your trade site, no camping equipment is to be visible to patrons during Festival Arena opening hours 8.00am – Midnight. Camping is prohibited on site until Wednesday 27th September. No camping by you or your personnel will be permitted until that time.

FESTIVAL AND VEHICLE ACCESS

You will be provided with **TWO (2)** vendor passes in your Vendor Information Pack (if your application is successful). It is your responsibility to make sure your personnel receive their wristbands prior to arriving at the Festival. These wristbands will need to be worn for the duration of the festival. Passes for additional personnel will need to be purchased at the full ticket price. **Any Vendors utilising a General Admission wristband will receive a lifetime ban.**

Each Vendor Information Pack will include **ONE (1)** Festival Arena Vehicle Pass (FAV Pass). This allows entry into the Festival Arena for drop offs / static vehicle displays / storage of stock etc. No vehicles on your site should be visible to patrons unless they are part of your static display. There is no parking available in the Festival Arena.

Each trade site will be provided with 1 or 2 Moonee Swamp Road passes (MSR pass) which allows entry to the camping areas. This pass does **NOT** enable vehicle entry into the Festival Arena.

Lost tickets, passes or wristbands will not be replaced and repurchase will be required at gate price.

SITE RESTRICTIONS

Festival Site Rules will be provided to you upon your applications acceptance, however please note the following restrictions that apply to the Festival Arena:

- STRICTLY no glass
- The right is reserved to vary advertised performing artists, entertainment and the Festival program
- Entry may be refused if wristbands are damaged or defaced in any way or are not purchased from the organisers or authorized points of sale
- You are responsible for your own property - There is no storage available at the Festival
- NSW Road Laws apply on the Deniliquin Festival Site
- The organisers may refuse you entry into, or remove you from the Festival if you:
 - a) do not obey these terms and conditions
 - b) refuse to allow the organisers to inspect bags, containers and vehicles at the Festival
 - c) if you disrupt the festival
 - d) if you interfere with the enjoyment, comfort or safety of other persons at the Festival
 - e) if you have acquired a stolen or counterfeit ticket/ wristband
- No vehicle access allowed during Festival Arena opening hours or site lockdown
- On site speed limit (5km/h walking pace) must be observed and adhered to
- No amplified music or public address systems to be used at your site
- No pets or livestock (except for official guide dogs)
- No alcohol or illegal substances
- No fires
- No products that can be used as a weapon or missile or may cause injury to others may be sold
- Drug and alcohol consumption is prohibited by all persons staffing any trade site
- No digging of holes or driving any objects into the ground without first ensuring that there are no underground power cables, telephone cables or water pipes which could be damaged - All damage caused by you or your personnel will be repaired at your expense
- Trade site holders must not, without the prior consent of the Around the Grounds Event Coordinator, permit any person other than the participant, its staff or agents to occupy any part of their site

RUBBISH

Please help to conserve precious resources by reducing all retail and bulk packaging. We ask that you use biodegradable/compostable serving wear (cups, plates, bowls and cutlery) and recycle when possible. A \$150.00 rubbish bond will be added onto your invoice, which will be returned if **ALL** rubbish is binned and your site is left in the same manner it was found. This bond will be deposited back into your bank account by 5.00pm Friday 6th October. Please ensure you provide us with your bank details upon application. The Festival has a strict **NO GLASS POLICY**.

SECURITY

Professional licensed security, including night patrols, operate 24 hours over the Festival (times are varied on Bump In and Bump Out days). However, it is your responsibility to secure your goods and property. You may remove stock and equipment each night and it is suggested you remove all valuables.

All effort is made to secure the Festival Site but no responsibility will be taken for loss or damage to any person or goods whether or not that loss, damage or injury arises from the negligence of us, our contractors, staff or agents.

PARKING

Parking is available for all vendors during the Festival, for up to two vehicles, which is located in the camping area. There is no parking inside the Festival Arena unless your vehicle is being used on your site for static display, storage or stock refrigeration purposes. All vehicles must fit within the confines of your site; there is **no** room to park vehicles behind your site.

All vehicles must have a vehicle pass fixed to the right hand side of their windscreen for the duration of the Festival. Vehicle passes are not transferrable and cannot be sold.

All vehicles are prohibited from moving around the Festival Arena during Festival Arena opening hours (8am – Midnight).

SAFETY

Whilst on the Festival site, you are required to comply with all Work, Health and Safety and Festival Site Rules. Anything at or around your Trade site must be securely anchored. All fabric decoration must be flame retardant. All Trade sites are required to have a working, in date and tagged fire extinguisher and fire blanket.

You must, at all times, ensure that your trade site is safe and without risks to the health of your personnel and other persons who may come upon the trade site. You will indemnify us against any claims arising from your failure to ensure that your trade site is safe and without risks to the health of your personnel or other persons who come onto the trade site.

INSURANCE AND CERTIFICATES

As a vendor you will be required to hold a valid Public Liability Insurance policy to the value of at least AUD \$20 million and must list DENI PLAY ON THE PLAINS FESTIVAL LTD, ABN 50 125 560 509 in the policy as an interested party, indicating coverage until after the Bump Out of the Festival.

You are responsible for insuring your own property and stock. You must hold a valid Work Cover Insurance policy in respect of all personnel at your trade site which is in place for the full duration of the Festival (including Bump In and Bump Out).

It is your responsibility to possess adequate property damage insurance for any property used by you or your personnel at the Festival. We will not be liable for any loss of or damage to your property or personnel whilst on the site. We shall not be held liable for any compensation, whether on the grounds of loss of profits or otherwise.

Copies of valid insurance certificates must be forwarded to us no later than **5.00pm Friday 1st September, 2017**. You must have a copy of all insurance certificates on site for the duration of the Festival. If your certificates are or will be expired by Wednesday 27th September, 2017 then all renewals must be organised in advance and your policy renewed for an earlier date. **There will be no exceptions if we haven't received a copy by Friday 1st September your site may be cancelled and your site fees forfeited.**

PROMOTER'S LIABILITY AND REGULATIONS

Apart from any statutory liability, we as the owner of the Festival Site will not be liable or responsible for any damage or loss suffered or incurred by you when you enter or are on the Festival site whether caused by our negligence or otherwise, whether arising in tort, contract, bailment or otherwise - all such injury loss or damage to person or property is at your own risk. Without limiting the generality of this, appropriate footwear and clothing must be worn at all

times at the Festival; ear plugs should be worn if necessary. To the extent permitted by law, we take no responsibility for any hearing damage or loss caused by excessive noise or injury caused by your failure to follow our directives. In the event of injury or illness we may, at your cost, arrange medical treatment and/or emergency evacuation as deemed essential for your safety of your personnel.

We accept no liability for you or your personnel. You are personally responsible and liable for any damage caused by you or your personnel to any person or property on site. At all times you are required to comply with any and all legislative requirements, regulations and industry standard codes of conduct and to the maximum extent permitted by law we and our associated entities will not be liable for any breaches by you or your personnel of any such legislation.

Sites must ensure a safe work environment in accordance with NSW health and safety regulations and must comply with the Deni Play on the Plains Festival Ltd. On-Site Work, Health and Safety Policies and Procedures. Festival Staff and Council Officers reserve the right to inspect trade sites at any time and request presentation of all relevant documentation.

COMMUNICATION

Vendors are requested to maintain a reliable email and telephone connection with the Festival in the lead up to the Festival. Delayed response to urgent matters may cause deletion from the trade site list. Contact is made predominantly via email. Vendors report directly to the Around the Grounds Event Coordinator.

INDEMNITY

You agree to indemnify us and the owner and/or lessee of the Festival Site against any loss or damage we and/or the venue owner and/or lessee may suffer arising out of your negligence or breach of the Terms and Conditions.

FEES & CHARGES

Trade site fees are listed on the application form attached, fees are due by **5.00pm Friday 26th May, 2017**. A site will not be regarded as allocated to a vendor until the full amount specified has been paid by the final date for payment. If the fee is not received by this time, the site will be allocated to another vendor.

Trade vendors are offered (2) two vendor passes. Extra personnel will be charged admittance at full price. Please note there is a strict no refund policy on all passes and site fees.

One power outlet is included in the catering site hire fee. Extra power outlets are charged at \$60.00.

A rubbish bond of \$150.00 will be added to your invoice. Any rubbish left on your site will forfeit this bond.

GST

All prices shown in this document are GST inclusive.

FESTIVAL CANCELLATION

If we should find it necessary or expedient to cancel or postpone the Festival, all contracts shall cease to operate upon notice to that effect, and we shall not be liable for any compensation or refund to you, whether on the grounds of loss of profits or otherwise or any refund of payment of any money paid by you in relation to this contract in respect of such cancellation or suspension.

CANCELLATION

If you ask to cancel this contract before 5.00pm Friday 1st September, 2017, we may agree to do so on the condition that we retain 50% of the site fee. If you cancel after 5.01pm Friday 1st September, 2017, we will keep 100% of the site fee.

TERMINATION

In the event of a breach of any of these Terms and Conditions, we reserve the right to terminate this contract, retain any fees paid and take possession of the trade site without notice to you.

We reserve the right to cancel or expel you and/or your personnel at any time without refund.

Trade site vendors not complying with any of the above conditions, not co-operating with our staff or not obeying requests reasonably made, may be asked to leave the Festival and suspended from future participation.

SUCCESSFUL/ UNSUCCESSFUL APPLICANTS

The Around the Grounds Event Coordinator will advise you via email if your application is successful/unsuccessful. When you accept this offer, you will be required to pay the fee as indicated in your application.

Site fee and additional vendor passes and power outlet payment is due by 5.00pm Friday 26th May, 2017.

DECLARATION

- You certify that you will use any space allotted to you **for your sole use** and only for the purposes shown on your completed application form.
- You agree to conform as a trade site vendor to all vendor Terms and Conditions, Festival Site Rules, Work Health and Safety regulations and any other conditions and orders we may impose and you undertake to notify your personnel of them.
- You understand that you must not bring into the Festival Arena any **alcohol or glass**. NSW liquor licensing laws apply on site. A breach will result in you being asked to leave.
- You agree for your contact details to be provided by us upon media request for advertising purposes. **Y / N**
- You have read the Festival Overview, Terms and Conditions and Festival Site Rules as listed in this trade site application form and you agree to abide by them as proven by your signature below:

Name: _____ Date: ____/____/____



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DENI UTE MUSTER – 29th and 30th September 2017

2017 TRADE SITE APPLICATION FORM

APPLICATIONS CLOSE: 5.00pm Friday 31st March, 2017

PLEASE READ AND FILL OUT EVERY SECTION OF APPLICATION FORM. INCOMPLETE FORMS WILL NOT BE ACCEPTED.

Company / Business Name: _____

Site Name: _____

Owner/Manager: _____ ABN/ACN: _____

On Site Festival Contact: _____

Postal Address: _____

Suburb: _____ State: _____ P/Code: _____

Phone: _____ Mobile: _____

Email: _____ Website: _____

Please note most of our correspondence is via email.

TRADE SITE PACKAGES

- | | | | | | |
|--------------------------|---------------------|--|---|---|----------------------|
| <input type="checkbox"/> | Trade site A | Site Size:
5m frontage X 5m depth | Includes:
- 2 Vendor Passes
- 1 or 2 MSR Pass | - 1 x FAV Pass
- 1 x Single Power Outlet | Cost: \$880 inc GST |
| <input type="checkbox"/> | Trade site B | Site Size:
7m frontage X 10m depth | Includes:
- 2 Vendor Passes
- 1 or 2 MSR Pass | - 1 x FAV Pass
- 1 x Single Power Outlet | Cost: \$1100 inc GST |
| <input type="checkbox"/> | Trade site C | Site Size:
10m frontage X 10m depth | Includes:
- 2 Vendor Passes
- 1 or 2 MSR Pass | - 1 x FAV Pass
- 1 x Single Power Outlet | Cost: \$1320 inc GST |

TRADE SITE DETAILS

Please list **ALL** products and services for sale and display in detail, **please include brands where relevant**. Sites may only sell products that are listed on their application form. Please attach sheet if extra space is required.

SITE TYPE: Mobile Vehicle/Trailer/Van Registration: _____
 Temporary Marquee / Shade Tent / Vending Cart

EXACT SITE SIZE (including towbar): Frontage _____ m Depth _____ m Height _____ m

- Please tick this box if you agree for your contact information to be provided to festivals and events looking for potential vendors
- Please tick this box if you agree for your contact details to be provided to media for advertising purposes

WHAT TIMES DO YOU INTEND TO TRADE AT THE FESTIVAL? (8.00am – 11.00pm compulsory)

Friday: _____ am - _____ pm

Saturday: _____ am - _____ pm

PLEASE SPECIFY WHICH DAY YOU PLAN TO BUMP IN: Wednesday 27th Thursday 28th

MOONEE SWAMP ROAD PASSES: How many do you require? 1 2

Note: Please refer to the Terms and Conditions regarding parking within the Festival Site

HAVE YOU TRADED AT THE FESTIVAL BEFORE? Yes No **IF YES, HOW MANY YEARS?** _____

LIST THREE (3) EVENTS, EXCLUDING DENI UTE MUSTER, WHICH THE SITE HAS TRADED AT IN THE LAST 12 MONTHS:

EVENT: _____

Contact name: _____ Phone: _____

EVENT: _____

Contact name: _____ Phone: _____

EVENT: _____

COPIES TO BE ATTACHED

PUBLIC LIABILITY INSURANCE -CERTIFICATE OF CURRENCY FOR \$20 MILLION COPY ATTACHED (Please Tick):

Interested Party: Deni Play on the Plains Festival Ltd COPY ATTACHED (Please Tick):

WORKERS COMPENSATION CERTIFICATE OF CURRENCY COPY ATTACHED (Please Tick):

DESCRIPTION/ PICTURE OF STRUCTURE - MUST BE SUBMITTED BY ALL SITES COPY ATTACHED (Please Tick):

This is to be an artistic impression or photograph of the trade site you will be displaying at the Festival.

EXTRAS

If you wish to purchase additional vendor passes, please indicate below: (please note passes will increase after 28th July, 2017)

Vendor Adult Pass - \$249 No of Passes: _____ Cost: \$ _____

Vendor Junior Pass (13 – 17yrs) - \$125 No of Passes: _____ Cost: \$ _____

Extra Power Outlet - \$60 each No of Outlets: _____ Cost: \$ _____

Any Vendors utilising a General Admission wristband will receive a lifetime ban. TOTAL COST: \$ _____

TRADE PACKAGE

Trade site Package A, B or C \$ _____

Total Extras \$ _____

GRAND TOTAL \$ _____

BANK DETAILS

Please provide your bank details below for your \$150.00 rubbish bond to be paid into your account after the Festival.

Account name: _____

BSB: _____ Account number: _____