

**Bonsai Society of Queensland Inc
Annual Show – Sale Agreement.**

I _____ of _____ wish

To take up Bonsai Society of Queensland Inc offer to allow the utilization of the Society's facilities to sell some of my plants and/or Bonsai related material during the annual show to be conducted at the Mt Coot-tha Botanical Gardens on

_____.

I reside in an area declared as "restricted" by the Department of Primary Industries for the control of fire ants.

Yes No

The plants sought to be submitted by me originate from an area declared as "restricted" by the department of Primary Industries.

No Yes ----- Inspection Number _____

I acknowledge and agree to the following terms:

1. This agreement covers all items sought to be and/or sold by me during the course of the Annual Show conducted by Bonsai Society of Queensland Inc (hereafter "BSQ")
2. Item including plant stock will only be accepted and presented for sale when a duly signed Show Sale agreement attaching a properly completed stock sheet(s) is submitted. Each and every item including plant material must be listed on a signed stock sheet and shall be offered for sale to the public subject to the approval and discretion of the committee.
3. All items including plant material is to be delivered by _____. Any material arriving after this time will not be accepted.
4. All stock sheets must be submitted for verification upon delivery and departure by an approved person, at which time a stocktake will be completed. After the initial stocktake no additional items may be offered for sale or presented for sale unless a stock sheet is completed and the Committees express approval is gained prior to the delivery of any item to the show area.
5. All items listed on the stock sheet(s) attached to this agreement belong to me, are my property and originate from the above specified address.
6. While I am utilising the facilities of BSQ I acknowledge that I remain the owner and seller of all items including plant material.
7. I have complied with all relevant statutory requirements (including council by laws) relating to the movement of any plants including but not limited to Plant Protections act 1989, the plant protection regulations 2002 and the Land Protection (Pest Stock Route Management) Act 2002.
8. I agree to pay BSQ a fee in consideration for the use of BSQ facilities and services to be calculated at 20% of the total sales prices received for the sale of my items including plants and Bonsai.

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9. BSQ shall collect and hold until completion of the Annual Show Accounts all proceeds from any and all sales.
10. BSQ is not able to issue GST credits for sales on and any liabilities remain the responsibility of the individual seller.
11. BSQ shall retain from the funds collected from the funds collected from the sale of my items including plants and Bonsai such fees as calculated by BSQ and thereafter pay to me the balance of any proceeds of any sale. Such moneys shall only become due and payable to me upon completion of the Annual Show Accounts by the Treasurer.
12. Notwithstanding that DPI inspection may not be required and regardless of whether the plants submitted by me originate from a restricted area, each and every plant has been visually inspected by me and does not contain any prescribed pests as defined by the Plant Protection Act 1989 and /or the Plant Protection Regulation 2002 Including but not limited to fire ants.
13. BSQ has a total and unfettered discretion to refuse to allow the use of its facilities and or withdraw its services at any time.
14. BSQ reserves the right to remove from sale any items including plant material if in the view of the committee the stock sheet(s) has not been properly completed or if the plant material or items are deemed unsaleable.
15. The presence and sale of my items including my plants at BSQ annual show is conditional upon my proper compliance with the directions of BSQ regarding the presentation for sale. Should I be directed to for whatever reason to remove any or all items including plant material I shall forthwith remove any or all items including plants as directed.
16. All trees submitted are to be offered for sale at the prices indicated and no price change is permitted without the permission of the committee.
17. Each and every plant that originates from within a restricted area(as declared pursuant to the Plant Protection regulations 2002) submitted by me shall be accompanied by a properly completed Fire Ant Declaration - Pot Plant (Commercial)
18. I agree to indemnify and keep the BSQ indemnified from any and all loss or damage suffered as a result from any breach of this agreement or any breach of any statutory requirements as a result of the sale or attempted sale my items including plants

I have read, acknowledge and agreed to the above terms and further acknowledge that BSQ is and shall be at liberty to rely upon all matters represented by me in this agreement and the attaching stock sheet(s).

Signed this _____ day of _____ 20____.

Print Name _____

Signature _____