





# Bonsai Society of Queensland Inc.

## Annual Show – Stock Sheet and 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 materials during the current Annual Show.

I reside in an area declared by the Department of Primary Industries (DPI) 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 ...if YES please state your Inspection Number(s): \_\_\_\_\_

### 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 the Bonsai Society of Queensland Inc.
2. Items 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 of the Bonsai Society of Queensland Inc.
3. All items must be delivered to the venue by **5pm on the day immediately prior to the show**. Stock arriving after this time will NOT be accepted.
4. All stock sheets must be completed and submitted for verification upon delivery and departure to a duly appointed representative of the Bonsai Society of Queensland Inc. After the initial stocktake, no additional items may be offered for sale or presented for sale unless a completed Stock Sheet accompanies the material. The express permission of the Committee of the Bonsai Society of Queensland Inc. must be sought prior to the delivery of any additional items to the Show and/or Sales areas.
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. Whilst I am utilising the facilities of the Bonsai Society of Queensland 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, the Plant Protection Regulation 2002 and the Land Protection (Pest Stock Route Management) Act 2002.
8. I agree to pay the Bonsai Society of Queensland Inc. a fee in consideration for the use of the facilities and services to be calculated at 20% of the total sales prices received for the sale of my items including plants and Bonsai.
9. The Bonsai Society of Queensland Inc. shall collect and hold until the completion of the Annual Show Accounts all proceeds from any and all sales.
10. Bonsai Society of Queensland Inc. is not able to issue GST credits for sales on and any liabilities remain the responsibility of the individual seller.
11. The Bonsai Society of Queensland Inc. shall retain from the funds collected from the sales of my items including plants and Bonsai such fees as calculated by the Bonsai Society of Queensland Inc. and thereafter

pay to me the balance of any proceeds of any sales. Such monies shall only become due and payable to me upon completion of the Annual Show Accounts by the Treasurer.

12. Notwithstanding that the Department of Primary Industries 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 and/or Myrtle Rust disease.
13. Bonsai Society of Queensland Inc. will not be held liable should any Display Tree or Stock Plant become contaminated with Myrtle Rust disease.
14. Bonsai Society of Queensland Inc. has a total and unfettered discretion to refuse to allow the use of its facilities and or withdraw its services at any time.
15. The Bonsai Society of Queensland Inc. reserves the right to remove from sale any items, including plant material, if in the view of the Committee of the Bonsai Society of Queensland Inc. the Stock Sheet(s) have not been properly completed or if the plant material or items are deemed unsaleable.
16. The presence and sale of my items, including my plants, at the Bonsai Society of Queensland Inc.'s Annual Show is conditional upon my proper compliance with the directions of the Bonsai Society of Queensland Inc. 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.
17. All trees submitted are to be offered for sale at the price indicated on the Stock Sheet(s) and no price change is permitted without the express permission of the Committee of the Bonsai Society of Queensland Inc.
18. Each and every plant originating from within a "restricted" area (as defined by the Department of Primary Industries and the Plant Protection Regulations 2002) must be accompanied by a properly completed Fire Ant Declaration – Pot Plants (Commercial).
19. I agree to indemnify and keep the Bonsai Society of Queensland Inc. indemnified from any 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 of my items including plant material.

**I have read, acknowledge and agree to the above terms and further acknowledge the Bonsai Society of Queensland Inc. is, and shall be, at the liberty to rely upon all matters represented by me in this Agreement and the attached Stock Sheet(s).**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Print Name: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_