

BALLARAT BEGONIA FESTIVAL 2026 MARKET STALL EXHIBITOR AGREEMENT

Terms of Reference

PURPOSE

This Document outlines the expectations, roles, and recognition associated with being an exhibiting business at the Ballarat Begonia Festival for 2026.

TERM

The Agreement commences on the date that it is signed by both parties. The term of this agreement is until **March 10th, 2026**, unless validly terminated earlier.

This agreement will not be available for renewal.

THE CITY OF BALLARAT TO PROVIDE

All exhibitors will receive the following as part of their involvement with the Ballarat Begonia Festival:

- Recyclable waste removal, access to water.
- The Ballarat Begonia Festival 2026 exhibitor marketing tool kit.
- Inclusion in grouped social media posting on official channels.
- Exhibitor listing on the Begonia Festival website.
- Ballarat Begonia Festival 2026 EDM to a database of 27,000+ subscribers.
- Exhibitor parking permit.

PROFESSIONAL CONDUCT

Exhibitors and their teams are expected to always maintain respectful and courteous behaviour. Aggressive, offensive, or disruptive conduct will not be tolerated and may result in immediate cancellation of this agreement and removal from the event.

Exhibitors and their representatives must always maintain professional presentation.

- The Ballarat Begonia Festival is a smoke-free event, smoking and vaping is strictly prohibited within the festival grounds.
- All personnel must be free from the influence of drugs or alcohol while working.
- Alcohol may only be sold by approved Exhibitors within designated red-line areas. Outside these areas, alcohol is strictly prohibited.

SALES, ADVERTISING AND SIGNAGE

All sales, signage, and promotional materials must remain strictly within the boundaries of your allocated site. Besides menus, handwritten signage is not permitted. Exhibitors may not display third-party branding or advertising that conflicts with the City of Ballarat or its sponsors.

LOCATION – THE BALLARAT BOTANICAL GARDENS – HERITAGE SITE COMPLIANCE

The Ballarat Begonia Festival is proudly hosted within the [Ballarat Botanical Gardens, a heritage-listed site](#) of significant cultural, environmental, and historical value. This designation means the area is protected under strict regulations to preserve its integrity for future generations.

Why Compliance Matters

The festival is carefully curated around the gardens' unique layout, tree protection zones, and sensitive infrastructure. Every decision, from vehicle movement to stall placement, is made with the preservation of this space in mind.

- **Driving slowly** and by having a spotter walk all vehicles around the site isn't just a safety measure, it's essential to protect the pathways, tree roots, and heritage features.
- **Biohazardous materials**, including grease, sullage, and waste, must be handled responsibly and taken off site immediately for disposal to avoid environmental damage.
- **Biosecurity guidelines.** Means working with event organisers to ensure all plants or plant material brought into the Gardens are free of any signs of disease. And that plants must be in new pots with commercial potting mix. There must be no loose soil on site: If the potting soil is loose, the pot should be wrapped in a bag or cling wrap to the plant's stem. And no plant material should be taken from the Robert Clark Horticultural Centre or placed in rubbish bins. Any spilled soil must be cleaned up and removed from the area. All of this must be handled responsibly to avoid environmental damage.
- **Tree Protection Zones (TPZs)** are strictly enforced. Exhibitors must not peg into the ground or place heavy items near root systems. See the [tree protection brochure.pdf](#) for guidelines and sustainable education on preservation and its importance.

Failure to comply with these requirements puts the festival, and its future, at risk. We're not enforcing these rules to be difficult; we're doing it to ensure the festival can continue in this iconic location for years to come.

Your cooperation helps us protect one of Ballarat's most treasured spaces while delivering a safe and memorable event for all.

NO PEGGING POLICY

Due to the extensive in-ground irrigation and utility systems within the Ballarat Botanical Gardens, no penetration of the ground is permitted. Marquees are provided and any temporary structures or signage must be appropriately weighted as an alternative to pegging. This is a strict requirement to protect the integrity of the heritage-listed site.

WATER

Please note that drinking water access is extremely limited at the Ballarat Begonia Festival. While non-potable water may be available on-site, please note it may need to be transported by your own means.

If you require the use of water for your plants etc, please indicate this when applying.

SUSTAINABILITY AND WASTE MANAGEMENT

The Ballarat Begonia Festival is committed to reducing environmental impact and promoting sustainable practices across all areas of the event. As an exhibitor, your role in supporting this mission is essential.

A limited amount of general waste and recycling bins will be available on-site. Exhibitors are expected to minimise packaging and dispose of waste responsibly. Cardboard can be collected separately, please notify the on-site waste team if you require this service.

The Ballarat Begonia Festival aims to be a single-use plastic-free event. Only reusable, compostable, or biodegradable food and drink packaging is permitted. Plastic bottles are not allowed to be sold at the festival. Exhibitors are encouraged to adopt environmentally conscious practices in all aspects of their operation. These requirements are part of our broader commitment to sustainability and community wellbeing. Your cooperation helps ensure the festival remains a clean, safe, and environmentally responsible event.

BUMPING IN AND OUT INFORMATION

To ensure a safe and efficient setup and pack-down process, all food Exhibitors must follow the scheduled bump-in and bump-out times and adhere to strict site access protocols.

Bump-In Schedule

Friday 6 March 2026 – 8:00am to 5:00pm

Exhibitors may access the site to set up during this time. Third-party providers (e.g. couriers) may also deliver items, but Exhibitors must be present to receive them. Festival staff are not responsible for the safety or storage of delivered items.

Festival Period Access

Saturday 7, Sunday 8 & Monday 9 March 2026

Morning Access: 7:00am to 9:00am

Evening Access: After 6:00pm (with prior approval)

During festival hours (9:00am to 6:00pm), vehicle movements are strictly prohibited. All non-essential vehicles must be removed from the site by 9:00am daily.

Bump-Out Schedule

Monday 9 March 2026 – From 6:00pm to 9:00pm

Exhibitors may begin pack-down and third-party providers may collect items during this time.

Exhibitors must be present to manage their own equipment and deliveries.

Exhibitors must work with the Events Team on bump-out times to manage a smooth process for everyone.

Third-Party Providers

Please ensure all third-party providers are informed of the bump-in and bump-out schedule. They must contact festival staff upon arrival for site access and present their contractor induction permit and required PPE.

Vehicle Access & Movement

Each Exhibitor will be assigned a designated vehicle entrance based on vehicle height and site location.

Vehicle movements must be kept to a minimum and proceed at walking pace.

A spotter in high-visibility clothing must accompany all vehicles moving on-site.

Hazard lights must be activated during vehicle movement within the site.

EMERGENCY MANAGEMENT

First Aid & Emergency Response

Qualified first aid staff will be present throughout the festival. In the event of an emergency or near miss, Exhibitors must immediately notify festival staff or volunteers. Emergency numbers are on the Festival Exhibitor swing tag supplied to you. Please refer to your festival pass/swing tag on who to call in what situation. Prompt reporting ensures the safety of all attendees and allows for a coordinated response.

INCIDENT REPORTING

Any incidents, hazards, or near misses must be reported immediately to festival management. This includes anything that could pose a risk to people or property, whether harm has occurred or not.

You will be provided with an exhibitor swing tag with emergency numbers and protocols of easy access and quick reporting; please ensure you have this pass on you at all times for identification and referral to safety protocols and incident reporting.

TERMS AND CONDITIONS

1) DEFINITIONS

In these Exhibitor Terms and Conditions, the following definitions apply:

“City of Ballarat / Event Organisers” Refers to the governing body responsible for managing the Ballarat Begonia Festival. All agreements and obligations are made with the City of Ballarat.

“Event” The Ballarat Begonia Festival.

“Exhibitor” Any individual business, or organisation approved to display, sell, or promote goods, services, or information at the festival.

“Exhibitor Representatives” refers to the exhibitors’ guests, employees, volunteers, contractors or sub-contractors.

“Fee” refers to the fee payable for exhibiting at the event, as set out in the exhibitor application form.

“Content” Any material (text, images, video, etc.) provided by the exhibitor for promotional use.

“Site” refers to the Exhibitors allocated space at the venue.

“Venue” Physical location of the Ballarat Begonia Festival.

“Exhibitor Agreement” The formal contract between the Exhibitor and the City of Ballarat outlining rights, responsibilities, and expectations.

2) EXHIBITOR APPLICATION

- a) All applications to participate as an exhibitor at the Ballarat Begonia Festival must be submitted via the official Exhibitor Application Form. Upon receipt of a completed application, the City of Ballarat (as Event Organiser) will assess the submission and may confirm the applicant’s participation. Acceptance of an application constitutes agreement to abide by these Terms and Conditions, along with any additional instructions or guidelines issued by the Event Organiser. The City of Ballarat reserves the right to accept or decline any application at its sole discretion, without obligation to provide justification.
- b) Exhibitors are not permitted to assign or sublet their allocated space, in whole or in part, without prior written approval from the Event Organiser. Where such approval is granted, the Exhibitor remains responsible for ensuring that any sub-exhibitor complies fully with these Terms and Conditions. The primary Exhibitor will be held accountable for any breach or non-compliance by sub-exhibitors.

3) VENUE REQUIREMENTS AND RESPONSIBILITIES

- a) Exhibitors must comply with all venue-specific regulations, including those outlined in the City of Ballarat’s Terms of Reference and Biosecurity Guidelines. This includes adherence to all applicable fire safety, electrical, and occupational health and safety laws.
- b) Exhibitors are required to remove all personal property, equipment, and materials from the site immediately following the conclusion of the festival. Failure to do so may result in the City of Ballarat removing and disposing of such items, with any associated costs recoverable from the Exhibitor.
- c) All sillage, liquid waste, and grease traps must be removed from the site immediately by the exhibitor and disposed of off-site. These materials must not be poured into drains or left behind under any circumstances.

- d) Exhibitors must maintain their allocated site in a clean and orderly condition and return it in the same state in which it was provided. Any damage or excessive waste may result in additional charges.
- e) The City of Ballarat reserves the right to make changes to the event as necessary. This may include, but is not limited to, adjustments to the event format, layout, site allocations, or other operational elements to ensure the smooth delivery of the festival.

4) ACCESS AND VEHICLE MANAGEMENT

- a) Exhibitors will be advised of designated delivery and access times for goods and equipment prior to the commencement of the festival. All deliveries must be made through the entry and exit points specified by the City of Ballarat. Exhibitors must comply with all directions regarding short-term and long-term parking of delivery vehicles. It is the responsibility of each exhibitor to arrange their own transport and logistics for bump-in and bump-out.
- b) The City of Ballarat and its representatives accept no responsibility for any damage to exhibitor property, third-party property, or vehicles. Entry to the venue is at the exhibitor's own risk. Exhibitors are responsible for ensuring that all staff, contractors, and delivery personnel are fully briefed on the site layout, access points, venue entry procedures, and the requirements of the Contractor OHS Induction.
- c) Exhibitors must provide the registration details of all vehicles requiring access to the venue no later than two weeks prior to bump-in. Vehicles not listed may be denied entry, or changes may be made to the exhibitor's site allocation to accommodate access requirements, at the discretion of the City of Ballarat.

5) PAYMENT TERMS

- a) Exhibitor fees are non-refundable, except as outlined in the City of Ballarat's Terms of Reference or as required under Australian consumer law.
- b) The exhibitor fee payable will be the amount specified in the Exhibitor Application Form, unless otherwise agreed in writing by the City of Ballarat.
- c) Exhibitor fees must be paid as follows:
 - i) For *Early Bird* applications: 100% of the fee is payable upon notification of acceptance, and no later than 31 November 2025.
 - ii) For *General* applications: 100% of the fee is payable by 31 January 2026, or immediately upon acceptance if the application is approved after this date.
- d) Failure to pay the exhibitor fee in accordance with these terms may result in immediate termination of the agreement by written notice from the City of Ballarat.
- e) If an exhibitor secures a site under the Early Bird rate but fails to pay the fee by the due date, the City of Ballarat reserves the right to charge the full standard (non-discounted) exhibitor fee.
- f) Exhibitors who have not paid their fee in full prior to the mandatory exhibitor briefing or the commencement of bump-in will not be granted access to the venue until full payment has been received.

6) SPONSORS AND PROMOTIONAL MATERIALS

The Exhibitor acknowledges that the City of Ballarat may enter into sponsorship agreements to support the delivery of the Ballarat Begonia Festival. As part of these agreements, sponsor signage, logos, advertising messages, and other promotional materials may be displayed throughout the event site. Exhibitors must not cover, obscure, or obstruct any sponsor-related materials. All sponsor content will be displayed in accordance with the terms agreed between the City of Ballarat and its sponsors.

7) PHOTOGRAPHY COPYRIGHT RELEASE

- a) The Exhibitor grants the City of Ballarat the right to use the Exhibitor's name, logo, and display imagery in connection with the Ballarat Begonia Festival. This includes the promotion of the Exhibitor's participation and the creation, distribution, and exhibition of recordings (including photographs and video) of the Exhibitor's display. These recordings may be used across any media platform, including but not limited to television, radio, internet, mobile, and other electronic formats.

- b) The Exhibitor acknowledges that the City of Ballarat and its approved licensees may capture images and/or video footage of the event, including the Exhibitor's display. The Exhibitor agrees that the City of Ballarat, its sponsors, and licensees have the unrestricted worldwide right to use, distribute, and promote these recordings in any format now known or developed in the future. All recordings remain the property of the City of Ballarat. Exhibitors may be required to sign a separate release form to formalise this agreement.
- c) Only the City of Ballarat and its authorised licensees may transmit or stream content from the festival, whether live or recorded, in print or electronic media. Exhibitors must obtain written permission from the City of Ballarat to stream, transmit, or otherwise distribute audio or visual content of their display, except for:
 - News coverage or video news releases not exceeding three (3) minutes in duration, or
 - Private use by the Exhibitor (e.g. in-store display at the Exhibitor's premises or retail outlets).

Any visual, audio-visual, or still content captured at the event may not be used for commercial purposes involving third parties without prior written approval from the City of Ballarat.

8) INSURANCE REQUIREMENTS

- a) The City of Ballarat accepts no responsibility for the safety of Exhibitors, their representatives, or any property brought onto the festival site. Exhibitors participate at their own risk and are responsible for securing their own property.
- b) Exhibitors are required to hold the following insurance policies for the full duration of bump-in, the event, and bump-out:
 - i) Public Liability Insurance with coverage of no less than \$20 million per occurrence (compulsory)
 - ii) Workers Compensation Insurance, as required by law

All insurance must be held with a reputable insurer.
- c) Exhibitors must provide a valid Certificate of Currency for all required insurance policies to the City of Ballarat by the date specified in the Exhibitor Application Form and prior to accessing the venue.

9) LIABILITY AND INDEMNITY

- a) Participation in the Ballarat Begonia Festival is entirely at the Exhibitor's own risk. The Exhibitor agrees to indemnify and hold harmless the City of Ballarat from any loss, liability, claim, or legal action (including legal costs on an indemnity basis) arising from:
 - i) Any wilful or negligent act, omission, or breach of law or these Terms and Conditions by the Exhibitor or their representatives;
 - ii) Any third-party claim made against the City of Ballarat in connection with the Exhibitor's participation in the event;
 - iii) Any damage to or loss of property brought onto the site by the Exhibitor, or any damage caused to the venue—including buildings, fences, artworks, trees, garden beds, lawns, or other infrastructure—by the Exhibitor or their representatives.
- b) To the extent permitted by law, the Exhibitor releases the City of Ballarat from any liability for injury, loss, or damage suffered by the Exhibitor or their representatives while attending or participating in the event, except where such loss arises directly from the gross negligence of the City of Ballarat or its authorised representatives.
- c) The City of Ballarat will not be liable for any indirect or consequential loss, including loss of profits, business interruption, or special damages. Liability for any breach of this agreement will not exceed the amount of the exhibitor fee paid. The City of Ballarat is not responsible for any loss, damage, or inconvenience resulting from delays, restrictions, or failures in services or facilities, including those affecting the construction, operation, or dismantling of the Exhibitor's display.
- d) Exhibitors are responsible for the security of their own property at all times. The City of Ballarat reserves the right to exercise a general lien over any Exhibitor property remaining on-site in relation to any outstanding payments or claims for damage owed by the Exhibitor.

10) NO RELIANCE

The Exhibitor acknowledges that they do not rely on any representation, warranty, forecast, budget, or statement made by or on behalf of the City of Ballarat regarding the success,

profitability, or outcomes of exhibiting at the Ballarat Begonia Festival. The Exhibitor confirms that all decisions to participate are based on their own judgement and independent enquiries.

To the maximum extent permitted by law, the City of Ballarat disclaims all liability for any loss or damage suffered by any person who uses, discloses, relies upon, or acts on any information provided by the City of Ballarat or its representatives.

11) TERMINATION

- a) The City of Ballarat may terminate this agreement by written notice to the Exhibitor if any of the following occurs:
 - i) The event is cancelled or postponed prior to commencement for any reason (excluding force majeure);
 - ii) The staging of the event or the performance of this agreement is materially disrupted due to circumstances beyond the reasonable control of the City of Ballarat (excluding force majeure);
 - iii) The Exhibitor is not making appropriate use of their allocated display or site during the event;
 - iv) The Exhibitor fails to pay the exhibitor fee in accordance with these Terms and Conditions and the Exhibitor Agreement;
 - v) The Exhibitor breaches any part of this agreement, including applicable laws, regulations, or codes of practice.
- b) Upon termination of the agreement for any reason:
 - i) The Exhibitor must immediately remove all property from the venue
 - ii) The Exhibitor's site allocation will be cancelled, and all payments made will be forfeited, except in the case of termination under clause 11(a)(i), in which case the City of Ballarat will refund any exhibitor fees paid prior to termination.
- c) In the event of termination under clause 11(a)(iii), (iv), or (v), all payments made will be forfeited and retained by the City of Ballarat. The City reserves the right to recover any outstanding fees and claim compensation for any loss or damage resulting from the Exhibitor's breach.
- d) If the agreement is terminated for reasons other than cancellation of the event, the City of Ballarat may immediately reallocate the site to another exhibitor.

12) CANCELLATION

- a) Neither the City of Ballarat nor the Exhibitor shall be held liable for any failure or delay in fulfilling obligations under this agreement due to circumstances beyond their reasonable control. This includes, but is not limited to: natural disasters, extreme weather, government actions, pandemics, strikes, war, terrorism, or other unforeseen events that render the delivery of the event impracticable.
- b) If the event is cancelled or cannot proceed (either before or after commencement) due to a force majeure event, the City of Ballarat may terminate this agreement by written notice to the Exhibitor. In such cases, both parties will be released from further obligations under this agreement, including any outstanding payment obligations. The Exhibitor will only be entitled to a refund if the entire event is cancelled prior to commencement and not rescheduled. In that case, the City of Ballarat will refund any exhibitor fees paid prior to cancellation.
- c) The Exhibitor shall not be entitled to claim compensation, damages, or reimbursement for any additional expenses, losses, or charges incurred as a result of cancellation, revocation, or termination of the event.
- d) Exhibitors may cancel their participation by providing written notice to the City of Ballarat. Cancellation fees will apply as follows:
 - i) For cancellations received on or before 6 February 2026, 50% of the exhibitor fee will be withheld;
 - ii) For cancellations received after 6 February 2026, 100% of the exhibitor fee will be withheld.These withheld amounts represent a genuine pre-estimate of the administrative and operational costs incurred by the City of Ballarat. If the City is able to re-license the site to another exhibitor, it may, at its sole discretion, waive all or part of the cancellation fee and refund the exhibitor fee in full.

13) EXHIBITOR OBLIGATIONS

As a condition of participation in the Ballarat Begonia Festival, the Exhibitor agrees to the following, and will ensure that all representatives acting on their behalf also:

- a) Refrain from any act or omission that may damage the reputation, interests, or operations of the City of Ballarat or the Ballarat Begonia Festival.
- b) Comply with all policies, procedures, and guidelines issued by the City of Ballarat, as notified from time to time.
- c) Cooperate fully with the City of Ballarat and its representatives to maintain a safe, inclusive, and productive event environment.
- d) Adhere to all health and safety procedures established for the festival and follow any directions provided by the City of Ballarat in relation to safety and wellbeing.

14) COMPETITIONS

If the Exhibitor wishes to run a separate competition in conjunction with their participation in the Ballarat Begonia Festival, prior written approval must be obtained from authorised officers of the City of Ballarat. This ensures that any promotional activity aligns with the festival's branding, values, and operational guidelines.

15) WAIVER

- a) No right under this agreement shall be considered waived unless confirmed in writing and signed by the party waiving the right.
- b) A waiver of any right or remedy in response to a breach of this agreement does not constitute a waiver of any other rights or remedies in relation to subsequent breaches.

16) GOVERNING LAW

The law of the State of Victoria governs this Purchase Order and any legal proceedings under this Purchase Order

17) DISPUTE RESOLUTION

- a) If a dispute arises between the parties in connection with this agreement, including any termination or alleged breach, either party may issue a written notice of dispute ("Dispute Notice") to the other. The notice must outline the nature of the dispute in reasonable detail. Both parties agree to engage in good faith discussions and use their best efforts to resolve the matter amicably.
- b) If the dispute is not resolved within 20 business days of the Dispute Notice being issued, the matter must be referred to mediation. Mediation will be conducted by a legal practitioner who is an accredited mediator, recommended by the Law Institute of Victoria. The mediation will follow the mediator's guidelines, which are deemed to be incorporated into this agreement.
- c) Unless the dispute relates to a termination of this agreement, all other terms and obligations under this agreement will remain in full force and effect during the dispute resolution process.
- d) Nothing in this clause prevents either party from seeking urgent injunctive or equitable relief through legal proceedings, where necessary.

18) GENERAL

- a) If Goods and Services Tax (GST) is applicable to any supply made under or in connection with this agreement, the amount payable for that supply will be increased by the applicable GST rate.
- b) This agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements. Any variation to this agreement must be made in writing and signed by both parties.
- c) Nothing in this agreement creates a joint venture, partnership, or agency relationship between the City of Ballarat and the Exhibitor. Neither party may represent themselves as the agent, partner, or joint venturer of the other.
- d) All information contained in this agreement is confidential and must not be disclosed to any third party without the prior written consent of the other party, unless required by law or in connection with legal proceedings, or where the information is already publicly available through no breach of this clause.

- e) The Exhibitor acknowledges and agrees that any personal information collected by the City of Ballarat will be managed in accordance with the City's Privacy Policy, available at: Privacy Policy – Ballarat Begonia Festival

Appendix 1

Exhibitor Menu

Appendix 2

Ballarat Botanical Gardens bio-security guidelines – August 2025

Appendix 2

Site Plan / Exhibitor Allocation (TBC)