



# CONTRACT

---

This agreement is between

**MERGE EDUCATOR NAME**

and

**Equine Productions Pty Ltd**

**ABN 17 138 346 611**

---

**EVENT:** EQUITANA Melbourne 2022

**DATES:** Thursday 10<sup>th</sup> November to Sunday 13<sup>th</sup> November 2022

**VENUE:** Melbourne Showgrounds, Ascot Vale

**RECITALS:**

- AGREEMENT is between **Merge Educator Name** herein after called the Educator; and
- Equine Productions PL (EPPL) a company incorporated under the laws of Australia, with offices located at 2/3 Rocklea Drive, Port Melbourne VIC 3207, herein after called: Event Manager
- "Event" is considered to be all days which EQUITANA Melbourne (EQUITANA) is scheduled





## EDUCATION TERMS AND CONDITIONS

### EDUCATOR OBLIGATIONS:

To present the following education sessions during the event:

- Two (2) 45 minute presentations to be held between 10 and 13 November 2022 (or as agreed with the Education Manager).

Assistance will be given by the educator to Equine Productions in event promotion, distribution of event brochures and media stories both pre and post event as required.

If the educator has a website, then the educator shall place a link to the official EQUITANA. website: [www.equitana.com.au](http://www.equitana.com.au). All artwork such as logos and banner advertisements shall be provided by Equine Productions upon request. A return link to the educator's website shall be placed on the official EQUITANA site.

### EVENT MANAGER OBLIGATIONS:

- Two (2) EQUITANA Melbourne Official Educator Access wristbands/passes (with stable access if providing own horse)
- Two (2) Tickets to an evening program, option confirmed prior to the event
- Four (4) General Admission tickets for distribution to family members
- Access to the Educators Office Retreat – Complimentary tea and coffee available
- Feature Profile and promotion on the Official EQUITANA Melbourne 2022 website including a link to existing website for educator, if applicable
- 50 word profile in the Official Programme
- One (1) copy of the Official Programme
- Lunch vouchers for the Educator each day of the event on which you are presenting
- Reimbursement of Educator parking costs at venue each day you are presenting



## **SPECIAL CONDITIONS:**

1. If the Educator has Exhibition Space, the Educator will execute a separate contract for the Exhibition Space.
2. The Event Manager has the authority to use photographs, likenesses, films or videotape taken of the Educator in conjunction with the Event for future promotion and commercial sales purposes without additional compensation to the Educator. The Event Manager has the right to record the Educators' presentations and display them on their website or alternative commercial broadcast. If the Educator utilises any digital still or moving footage of the education sessions undertaken at the Event, then the Event Manager and the Event must be acknowledged.
3. The Educator shall indemnify, defend and hold the Event Manager harmless, as well as event agents, representatives, employees, officers and directors, from and against any loss, damage, or expense incurred or suffered by or threatened against the Event Manager or any of the foregoing in connection with or as a result of any claims arising out of the services provided by the Educator under this agreement.
4. Whilst the Event Manager will provide necessary security during the Event neither the Event Manager or the venue or any of their staff, employees, agents or representatives shall be held accountable for or liable for, and are released from accountability or liability for any damage, loss, harm or injury however caused, to the Educator or any property, or any of its staff, employees, agents or other representatives, or for goods sent to the venue before or remaining after the event, or whilst in transit to the event.
5. This agreement contains the final and complete understanding governing the business relationship existing between Educator and Event Manager, and the terms of this agreement cannot be substituted, superseded, waived or modified in any manner except by a written instrument signed by the appropriate Event Managers and Educators representatives.
6. The Educator will acknowledge the Education Program Sponsor (if applicable) where and when the Educator mentions the Education Program. The Event Manager will advise details prior to the Event.
7. The Educator acknowledges that EPPL as the Event Manager and organiser of the Event must follow the directions of the Victorian Government and Melbourne City Council in relation to the rules, regulations and directives issued in relation to the Covid-19 Pandemic. If the Event Manager is directed or if Victorian regulations stipulate the event needs to be cancelled or postponed due to a force majeure incident, act of god or COVID-19 directive or regulation, the Educator must along with the Event Manager observe and respect the directive or regulation and will have no recourse against EPPL for matters beyond their control.
8. Termination - This agreement may be terminated prior to the end of the Term by agreement between the parties. Either party may terminate this agreement by providing written notice to the other party if, at any time during the Term, the other party fails to meet its obligations to the other party under this agreement and such failure continues for more than 21 days after written notice of the failure to the failing party.



## **INSURANCE TERMS AND CONDITIONS**

### **PERSONAL ACCIDENT/PERSONAL LIABILITY INSURANCE:**

It is an expectation that the Educator, and/or his or her representatives, ensure that there is in existence a valid insurance policy that covers him or herself, management representative or attending staff, prior to the commencement of entry to the venue, covering personal injury, theft and such other risks as deemed required by Educator and/or his or her representatives. The cost of insurance is borne by the Educator. The Event Manager shall be entitled to inspect any such insurance policy at any time.

By signing this agreement the Educator acknowledges that it is their responsibility to hold valid and current insurance for themselves and their staff including all Ancillary Staff and Grooms. The Educator agrees to indemnify, defend and hold the Event Manager harmless from and against any claim of theft, death, damage or injury of any kind arising out of the Educators/ancillary staff/grooms services provided under the contracted agreement.

### **LIABILITY INSURANCE:**

Number of horses provided by Educator (Please specify) \_\_\_\_\_

There is an expectation that relevant insurances, including Liability Insurance, will be provided for all horses coming to the Event. Whilst the Event Manager has an expectation that all horses are insured, EPPL cannot compel the Educator or owner to produce a certificate of insurance. Therefore, all persons bringing horses to the Event will be required to sign the Terms and Conditions agreeing to indemnify, defend and hold the Event Manager harmless from and against any claims of damage or injury of any kind arising out of the presence of their horses at the Event.

### **ENTRY TERMS AND CONDITIONS:**

1. EQUITANA Melbourne 2022 (herein after called the 'Event') is to be held at the Melbourne Showgrounds, Melbourne from the 10<sup>th</sup> – 13<sup>th</sup> November 2022. The terms and conditions apply to the dates of the show as well as the bump-in (November 7<sup>th</sup> – 9<sup>th</sup>) and bump-out (November 14<sup>th</sup>) days. The event is owned and operated by Equine Productions Pty Ltd, (herein after called the 'Event Manager').
2. The 'Participant' refers to any rider, horse owner, competitor, Educator or their agents, representatives, employees and officers that will engage in activities in some capacity at the Event.
3. If the party signing this document is not the Participant, or related staff, but is signing in a respective capacity, the party signing warrants the Event Manager that he/she has the authority to act on the Participants behalf that he/she will be jointly liable with the Participant for all the obligations under the Terms and Conditions.
4. Owners and/or Rider of the horse (s) shall indemnify, defend and hold the Event Managers harmless, as well as Event Managers agents, representatives, employees, stable managers, officers and directors from and against any loss, damage, theft of products, or expense, including any legal representation fees or costs, incurred or suffered by or threatened against the Event Managers or any of the foregoing in connection with or as a result of any claims arising out of the presence of the horse (s) at the event.



## **ANIMAL CARE AND PROTECTION TERMS AND CONDITIONS**

The Event Managers believe in educating individuals and are observant of the treatment of all animals that are involved in the EQUITANA Education Program.

We require all participants of the Event to acknowledge the following animal care and protection guidelines. Failure to acknowledge the following animal care and protection guidelines will result in removal from any of the EQUITANA Education and Competition programs.

1. The horse must be considered paramount at all times.
2. The well-being of the animal shall be above the demands of breeders, trainers, riders, owners, dealers, organisers, sponsors and officials.
3. All handling and veterinary treatment must be in the best interest of the horse's health and welfare.
4. Any act or series of actions that in the opinion of the Event Officials or Veterinary professionals can be defined as abuse of a horse or dangerous riding shall be reprimanded with warning that may include exclusion from any feature in the Event program. Such acts include, but are not limited to the following:
  - Riding an exhausted horse
  - Excessive pressing of a tired horse
  - Excessive use of a whip and/or spurs
  - Riding an obviously unsound horse
  - Rapping
  - Dangerous riding that endangers yourself, your horse or others
5. An individual witnessing any of the above must report such actions as soon as possible to the Event Managers Organisers Office, supported where possible by a statement from one or more witnesses. The Event Managers team will then decide if any action needs to be taken.
6. Any individual member of the Event management team, who observes such actions, has the authority and duty to ask the individual to leave.



## Contract - EQUITANA Melbourne 2022

---

This agreement is between

**MERGE EDUCATOR NAME**

and

**Equine Productions Pty Ltd**

**ABN 17 138 346 611**

---

### AGREED TO BY:

**Signature for Equine Productions:**

**Signature:**

---

Susan McKay  
Education Manager

---

**Educators Name**  
Educator

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

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