

Aquariama Auction Rules

1. **Registration**
2. **General Auction Rules**
3. **Bagging**
4. **Auction Payments**
5. **Auctioneers**
6. **Tags**
7. **Rules Enforcement**
8. **General Disclaimer**
9. **General Information and Recommendations**
10. **Auction Organization**

Vendor Registration, Rules and Regulations

1. REGISTRATION

- i. Registration forms will be available at Aquariama and on the DRAS website.
- ii. You may request an assigned lot number(s) by emailing:
drasaquariama@gmail.com
- iii. Auction labels will be provided by DRAS and **must** be used.
- iv. DRAS reserves the right to limit the number of items per seller. (e.g. – Two lots per seller.)
- v. DRAS reserves the right to limit quantities of any given item per seller. (e.g. – No more than 8 of the same item from the same seller.)
- vi. Reserve or minimum bids are **not** allowed.
- vii. Sellers must complete the Auction Registration Form for one lot before entering a second lot. (e.g. – 30 items must be entered as follows: 20 items on the first lot and 10 in the second lot. Dividing the number of items in any other manner [such as 15 Items per lot] will not be permitted.) If a violation is discovered **prior to the beginning of the auction**, the seller will be permitted resubmit the items in the correct format, or to withdraw all lots subject to a \$2.00 per item entered charge. If a violation is discovered **after the commencement of the auction**, the Auction Chair may apply a \$5.00 penalty per item skipped in the numeric ordering. The penalty will be deducted from the total owed to the seller.
- viii. Seller's Auction Registration Forms (inclusive of the item listing) must be received by the Auction Chair or other designated individual prior to the announced and posted auction start time.

Any Auction Registration Form received after the auction start time will not have items placed on tables 1 or 2.

Auction Registration Form will be accepted after tables 1 and 2 are cleared unless so instructed by the Auction Chair or other designated individual.

2. GENERAL AUCTION RULES

- i. Any person may bring exotic fish, other aquatic animals, aquatic plants and/or **new** dry goods (original manufacturers packaging) to be auctioned.
- ii. Club membership is not required.
- iii. All sales are on a cash basis. (Note that there is an ATM at the community centre.)
- iv. The starting bid will be no lower than \$2.00 and may be higher at the discretion of the Auctioneer.
- v. No item will sell for less than \$2.00.
- vi. The minimum bid increment will be \$1.00 or more at the discretion of the Auctioneer.
- vii. Each item will be sold to highest bidder.
All items must be aquarium related and legal for sale.
- viii. Once an item is entered in the auction it cannot be removed by the seller.
- ix. Attendees may inspect items on any table not currently being auctioned but may not remove items from or move items between auction tables unless instructed to by the Auction Chair, an Auctioneer, or other designated individual. Bags may be lifted for inspection but must be returned to the same table when done.
- x. DRAS reserves the right to reject and/or remove any item that appears to be unsuitable for sale at the auction.
- xi. Books related to the aquarium hobby that are in new condition, like-new condition, or deemed to be collectible may be entered in the auction.
- xii. Prohibited Items
 - Plants or livestock prohibited by federal or provincial statutes
 - Native fish
 - Diseased fish
 - Deformed fish
 - Artificially dyed fish
 - Genetically modified fish (Glo-fish)
 - Tattooed fish
 - Magazines (single or grouped)
 - Opened or re-packaged food, medication or chemicals
 - Food, medication or chemicals past their expiry date
- xiii. Payment is due in cash when the item is won

- xiv. Bumping is allowed. Anyone can bump an item for priority auction for \$2.00 per item, and the item will be auctioned as soon as possible.
- xv. All items are sold "*as is, where is*" with all faults, known and unknown. Buyers should inspect all items of interest in to their own satisfaction before purchase.
- xvi. Once the Auctioneer announces an item sold, ownership immediately transfers to the winning bidder.
- xvii. No refunds will be given for livestock under any circumstances.
- xviii. Once purchased, buyers are responsible for the security of all items. Neither DRAS, auction staff, volunteers nor the venue where the auction is being held will be responsible for items once purchased.
- xix. Any items not sold and not claimed within one hour of the auction completion will become the property of DRAS and disposed of at the discretion of the Auction Chair or other designated individual.
- xx. DRAS reserves the right to inspect bags and/or containers upon any attendee leaving Aquariama.
- xxi. No personal sales or trades of any kind will be allowed on auction premises without prior approval of the Auction Chair.

3. BAGGING

- i. Proper bagging of fish, plants and aquatic animals is required.
- ii. All fish must be in leak proof containers which will be sold with the fish.
- iii. Bags or containers must be of proper size and design to contain the fish.
- iv. Live items must be properly bagged with sufficient air and water to ensure the health of the fish. (1/3 water, 2/3 air)
- v. Large fish or fish with spines may be placed in large containers (with removable lids) if appropriate sized bags are not available.
- vi. Bag Buddies or Ammonia Sponges are acceptable, but fish must be visible.
- vii. Zip-Lock bags, bags sealed with twist-ties, and glass containers are not allowed. Any item in such a container must be re-bagged in accordance with DRAS requirements prior to being added to the auction tables.
- viii. Should one or more of a seller's items be leaking, the seller will be asked to re-bag the item. Should the seller be unavailable or unwilling to do so, DRAS will re-bag the item and apply a \$2.00 charge.
- ix. No dead fish will be sold. Should one or more of a seller's bags contain dead fish, the seller will be asked to re-bag the fish. Should the seller be unavailable or unwilling to do so, DRAS will re-bag the remaining fish with the \$2.00 charge for re-bagging and an additional \$2.00 surcharge for disposal of the remains. This will apply on a per-bag basis. Any charge, surcharge, or penalty applied will be deducted directly from any amount due to the seller.

- x. All items must be labelled with the following:
 - Lot and item number
 - Common and scientific name (if known) of the species of fish or plant
 - Quantity in the bag
 - Sex if possible
 - Sellers may also wish to include additional information if the species is unusual or requires special care
- xii. Aggressive fish should be bagged separately.
- xiii. All auction items will be examined by the Auction Chair or other designated individual, who will have the authority to remove any item from the auction deemed unfit for sale. This may include, but is not limited to dead fish, visible disease, deformity, native species, restricted or illegal species, and dyed or tattooed fish.

4. AUCTION PAYMENTS

- i. No seller will be paid out until the conclusion of the auction without the authorization of the Auction Chair or other designated individual.
- ii. Payments will be made to the registered seller only. Should the seller be unable to be present to receive payment, it will be sent via mail as outlined below. Should the seller be unable or unwilling to wait until the conclusion of the auction, payment will be remitted via cheque or etransfer within 10 business days. The cheque will be sent to the address as recorded on the Auction Registration Form. A \$5.00 administration fee will be deducted from the total owed to the seller to cover administration and mailing costs of cheques and a \$1.00 administrative fee will be deducted from the total owed to the seller to cover administration fee of an etransfer.
- iii. There will be a \$2.00 charge for any item auctioned regardless of the selling price.
- iv. Sellers will not be permitted to credit purchases against sales or sales against purchases.

5. AUCTIONEERS

- i. All sales are final and at the discretion of the Auctioneer.
- ii. The Auctioneer will settle any disputes relating to bids.
- iii. The Auctioneer's decision is final and absolute.
- iv. The Auctioneer is solely responsible for setting the starting bid and any subsequent bid increments.

- v. An Auctioneer may enter one bid and one bid only on any item they are personally auctioning. They are not so constrained on items being offered for sale by any other Auctioneer and are to be considered equivalent to any other individual in attendance.
- vi. Auctioneers have the right to be the first individuals cashed out at the conclusion of the auction.

6. TABS

- i. Only individuals acting as Auctioneers, or other individuals so determined by and receiving approval from the Auction Chair, may run a tab.
- ii. Other than the Auctioneers, individuals seeking to run a tab must receive permission from the Auction Chair *prior* to the beginning of the auction.
- iii. Tabs must be paid before leaving Aquariama.

7. RULE ENFORCEMENT

- i. All rules will be strictly enforced.
- ii. The Auction Chair shall have sole authority over the interpretation and enforcement of all rules.
- iii. DRAS reserves the right to remove any attendee who is disruptive or who is behaving in an unsafe manner.
- iv. DRAS reserves the right to refuse admittance to any individual.
- v. The DRAS Executive Committee reserves the right to amend any and all of the above rules.

8. GENERAL DISCLAIMER

- i. All persons attending Aquariama do so at their own risk. Neither DRAS, its officers, volunteers, members or the venue assume responsibility or liability for any items purchased or sold, any personal injury, or for any loss and/or damage incurred at or as a result of the auction.

9. GENREAL INFORMATION AND RECOMMENDATIONS

- i. In keeping with the goals of DRAS, the intent of Aquariama is to provide an outlet for hobbyists' surplus. Individuals should not purchase fish expressly for resale at the auction.

- ii. Accurate and descriptive information may increase the price of a given item. As a general guideline, the following will provide such information to bidders:

- Pair** = A male and female of a given species
- Mated Pair** = A *Pair* that has spawned successfully
- Trio** = One male and two females of a given species
- 1.2** = Alternative labelling for a *Trio*
- Reverse Trio** = Two males and one female of a given species
- 2.1** = Alternative labelling for a *Reverse Trio*
- Colony** = A mix of males and females of a given species
- 1.1.x** = A *Mated Pair* with offspring (where “x” represents the number of offspring included)

- iii. Buyers must provide transportation of their own purchases. It is recommended that Styrofoam boxes be utilized to carry home purchases.
- iv. Please remember to properly acclimate your fish and plants when you get home. It is strongly recommended that all new fish be quarantined for a minimum of two weeks in a separate aquarium before introduction into any community or established aquarium.
- v. Please be a responsible aquarist and never release any fish or aquatic plant into the wild.

10. AUCTION ORGANIZATION

- i. The auction will be set up with 10 tables, numbered 1 through 10. Items from each seller’s lot (or lots) will be placed on the tables as follows

Items	Table
#1 and #11	1
#2 and #12	2
#3 and #13	3
#4 and #14	4

#5 and #15	5
#6 and #16	6
#7 and #17	7
#8 and #18	8
#9 and #19	9
#10 and #20	10

- ii. If the seller has multiple lots, repeat the above process for each lot.
- iii. Table contents will be auctioned in numerical order

Vendor Registration, Rules and Regulations

SETTING UP AND DISMANTLING:

Table areas will be open to exhibitors at 7:00 am until 8:30 am the day of the DRAS AQUARIAMA Expo for setting up their displays. Dismantling must not begin before 4:00pm the day of the Expo and be completed by 6:30pm the day of the expo.

It is mutually agreed that it is the duty and responsibility of the exhibitor to install and put into place his exhibit before the opening of the show. In addition, the exhibitor must dismantle and remove the same immediately after the close of the show, and that all property shipped to or from the facility by the exhibitor for installation or display at the show is at the sole risk of the exhibitor. Exhibit material must remain in place until the closing time of the show.

The DRAS AQUARIAMA Expo organizers reserve the right to move any vendor from one booked space to another to assist in the placing of vendor booths.

Booths will be provided with two door passes for setup for the first table booked. Every other table after that will be supplied with one door pass. There is absolutely no admittance to any others during the setup.

Vendors are not permitted to share tables or subcontract table space without written permission from the show organizers.

FEES:

Table fees are \$75.00 per table (DRAS Members a=pay \$50). This money is to be paid in advance, at least two weeks before the scheduled event. NSF checks are subject to a \$25.00 processing fee.

No booth will be reserved without a complete and accepted registration form and fees received.

BOOTH CONSTRUCTION:

All tables are eight-foot length 30" inches wide. Nothing shall be attached to any walls, columns, floors or in the building interior or exterior. All exhibitors shall arrange their displays so that they utilize only the table area contracted for, and in such manner as to recognize the rights of the other exhibits and show visitors and to conform to the overall patterns developed by show management. Any damage will be charged back to the exhibitor.

VENDOR SHOW HOURS:

9 am to 4 pm

AUDIO VISUAL EQUIPMENT & SOUND SYSTEMS:

Audiovisual promotions and displays will be permitted only if they are unobjectionable to neighboring exhibitors. Show management reserves the right to curtail any sound systems. Machines, which create excessive noise, may, at the discretion of DRAS AQUARIAMA Expo management, be removed. All promotional materials and personnel, such as models, signs, banners and mechanical devices, must be confined to the rented booth space.

FIRE PREVENTION:

All exhibitors must comply with Municipal, Provincial and Federal building and fire codes. Drapery, carpeting, table coverings and any booth decorations must be of flame-retardant material. All material is subject to inspection and flame testing at any time by the fire department. Boxes and packing materials must not be stored under tables or behind displays. Aerosols- it is permissible to display one pressurized container not to exceed one-pint capacity of each product classified as a flammable liquid. Non-flammable products are not restricted. Smoking is NOT permitted in the facility.

DELIVERY & REMOVAL OF MATERIAL:

It is mutually agreed that each exhibitor will be responsible for the delivery of his equipment, display material, or equipment classified as machinery, to the facility and for

removal of same from the facility, either via his own carrier or by contracting the official supplier.

LIABILITY:

The exhibitor agrees to protect, save and keep the DRAS AQUARIAMA Expo, the organizers of the DRAS AQUARIAMA Expo, and the facility forever harmless from any and all bodily personal injury (including death) and damage to property or charges imposed for violation of any law or ordinance whether occasioned by the negligence of the exhibitor or those holding under the exhibitor as well as to comply strictly with the applicable terms and conditions contained in the agreement between the DRAS AQUARIAMA Expo, the organizers of the DRAS AQUARIAMA Expo, the facility, regarding the exhibition premises; and further, the exhibitor shall at all times, protect, indemnify, save and keep harmless the DRAS AQUARIAMA Expo, the organizers of the DRAS AQUARIAMA Expo, the facility against and from any and all loss, cost damage, liability or expense including attorney's fees and expenses of legal proceeding arising from or out of or by reason of any accident or other occurrence to anyone, including exhibitor, his agents, employees and business invitees, which arises from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises or part thereby.

The "Exhibitor" will, at all times, possess liability insurance against all losses due to fire, theft, accidents and all other perils. Neither the DRAS AQUARIAMA Expo, the organizers of the DRAS AQUARIAMA Expo, the facility, nor the property owners have any intention of being the insurers nor in any way have they foreseen being held responsible for the "Exhibitor", it's agents or employees of any loss or damage of whatever nature without distinction to cause.

The "Exhibitor" agrees to collect all necessary HST applicable taxes and submit them as required under federal and provincial tax laws.

The "Exhibitor" agrees to distribute with each and every sale the following – a contact business card.

The "Exhibitor" agrees to post and make every customer aware of any guarantee on merchandise or livestock sold. Or if all sales are final.

The "Exhibitor" agrees to only provide, display and offer animals that have been obtained or produced within the governing laws related to such species.

The "Exhibitor" is not to have in their possession any snakes which may exceed three meters as an adult, any lizards which may exceed two meters as an adult length or any venomous or poisonous animals.

The “Exhibitor” agrees to not offer or possess any live rodents or live insects without sole written permission from the DRAS AQUARIAMA Expo organizers.

MISCELLANEOUS:

No signs or displays will be permitted to be displayed by Exhibitors in the foyer or aisle areas. Passes signed by the exhibitor will be required for all merchandise taken out of the exhibit area at any time.

No child under the age of 16 will be allowed in the exhibit area during move in and move out times.

In the event that because of war, fire, strike, government regulation, public catastrophe, act of God, the public enemy or other causes, the DRAS AQUARIAMA Expo or any part thereof is prevented from being held, is cancelled by the management of the exhibit space applied for herein becomes unavailable, the management shall determine the refund to the applicant his proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by the management and reasonable compensation to the management, but in no case shall the amount of refund to the applicant exceed the amount of the exhibit fee paid.

DRAS AQUARIAMA Expo management reserves the right, in its sole discretion, and for the orderly and proper co-ordination of the show and exhibits to change any booth assignment at any time prior to the opening of the show.

Exhibitors shall not be entitled to a refund of any part of any fee should the exhibitor for any reason be unable to exhibit at the show and shall be liable for any unpaid balances.

Exhibitors shall observe and abide by additional rules or regulations that may be adopted by the DRAS AQUARIAMA Expo management which shall be as much a part hereof as though fully incorporated herein.

The DRAS AQUARIAMA Expo reserves the right to refuse any registration for vendor space at any time.

If an exhibitor fails to make payment due hereunder on the date herein designed, DRAS AQUARIAMA Expo management may change exhibitor’s space assignment without further notice or such exhibitor’s rights to exhibit may be cancelled by the DRAS AQUARIAMA Expo management without further notice and such exhibitors shall not be entitled to a refund of any part of any fee. The DRAS AQUARIAMA Expo management shall be entitled to close an exhibit at any time for failure by any exhibitor or any of their officers, agents, employees or other representatives to perform, meet or observe any term or condition set forth herein. In such event exhibitor shall immediately remove its display and DRAS AQUARIAMA Expo

management may rent the space to others and exhibitors shall not be entitled to a refund of any part of any fee.

FIRE SAFETY:

All fire and emergency equipment located in the building must not be hidden or obstructed in any way.

Emergency exits and aisles must be kept clear and unobstructed. Vehicles parked on fire routes will be removed at the owner's expense, including unauthorized and illegally parked vehicles.

All electrical equipment must be CSA approved.

SECURITY:

All DRAS AQUARIAMA Expo related vendor personnel should enter and exit the building through the designated entrance and are to be properly tagged.

Any intended or actual breach of security will result in the immediate removal from the premises and prosecution if appropriate.

EXHIBIT HALL:

Tape removal from the floors is the responsibility of the show exhibitor. Removal of the tape by the DRAS AQUARIAMA Expo or the facility after the move out period will be charged to the exhibitor.

Clear access is to be maintained to exhibit hall concession stands and washrooms at all times.

Garbage must be neatly packed, not left exposed or lying around. Arrange disposal with show management.

Any form of transportation or movement of exhibits within the facility must be made on rubber wheeled dollies or flat carts approved by the facility.

The exhibitor shall not:

- a. Permit or allow beer, wine, beverages or liquors of any kind to be sold or given away
- b. Commit any nuisance
- c. Cause any unusual, noxious or objectionable smoke or odor to emanate from the exhibit