



## MEMBERSHIP APPLICATION

I \_\_\_\_\_  
(PRINT NAME)

Of \_\_\_\_\_ POST CODE \_\_\_\_\_  
(HOME ADDRESS)

PH (\_\_\_\_) \_\_\_\_\_ (FAX) (\_\_\_\_) \_\_\_\_\_

\*EMAIL \_\_\_\_\_ COMPANY/TRADING NAME \_\_\_\_\_

\*APPROX AREA OF PLANTING \_\_\_\_\_ ha. \* APPROX No. OF PLANTS \_\_\_\_\_  
\*optional information

hereby apply to become a member of the Australian Passionfruit Industry Association. In the event of my admission as a member, I agree to be bound by the Constitution and other rules being in force from time to time of the Association and to pay all levies or other charges imposed by the Association.

\_\_\_\_\_  
(APPLICANT SIGNATURE)

\_\_\_\_\_  
(DATE)

**There are five types of membership. Please tick the appropriate box below:**

<u>Fee Structure</u>									
	Joining Fee*		Annual Fee		Lobby Fee		Total excl. GST		Total plus GST
<input type="checkbox"/> <b>Grower</b>	\$50	+	\$90	+	\$10	=	\$150	=	<b>\$165</b>
<input type="checkbox"/> <b>Processor</b>	\$50	+	\$90	+	\$10	=	\$150	=	<b>\$165</b>
<input type="checkbox"/> <b>Nurseryman</b>	\$50	+	\$150	+	\$10	=	\$210	=	<b>\$231</b>
<input type="checkbox"/> <b>Seller</b>	\$50	+	\$150	+	\$10	=	\$210	=	<b>\$231</b>
<input type="checkbox"/> <b>Agent</b>	\$50	+	\$150	+	\$10	=	\$210	=	<b>\$231</b>
<input type="checkbox"/> <b>Associate</b>	\$50	+	\$150	+	\$10	=	\$210	=	<b>\$231</b>

\* Once off joining fee. APIA Membership lapses if not renewed within three months. Membership to APIA runs from July 1<sup>st</sup> through to June 30<sup>th</sup> each year.

### NOMINATORS

The undersigned nominators attest they are a member of the association and the applicant is personally known to them (Please contact the secretary if you don't know any nominators).

**NOMINATOR 1**

**NOMINATOR 2**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**DATED THE**

**DAY OF**

**20**

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**DEED**

**BETWEEN**

**AUSTRALIAN PASSIONFRUIT INDUSTRY ASSOCIATION INC.**

**ARBN 075 171 265**

**ABN 98 812 907 857**

**("APIA")**

**AND**

.....  
Print Name

("the Commercial Grower Member")

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**NON-PROPAGATION AGREEMENT**

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IN THIS DOCUMENT, ANY REFERENCE TO "MEMBER" SHALL  
ALSO BE DEEMED TO INCLUDE "NON MEMBER PURCHASER"

**LAURENCE & LAURENCE**

Solicitors & Attorneys

182 George Street

Sydney NSW 2000

Tel: (02) 92217877

Ref: PKR

# NON-PROPAGATION AGREEMENT

**THIS DEED** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

## **BETWEEN:**

1. **AUSTRALIAN PASSIONFRUIT INDUSTRY ASSOCIATION INC.**  
**ABN 98 812 907 857** of FORTITUDE VALLEY in the State of Queensland (hereinafter called "APIA") of the one part
  
2. ....  
Print Name  
(hereinafter called "the Commercial Grower Member") of the second part

## **RECITES:**

- A. APIA has exclusive rights in Australia to certain Plant Varieties.
- B. APIA facilitates the placement of orders by the Commercial Grower Member for Plants with a nominated Nursery.
- C. The Commercial Grower Member agrees to place orders for the Plants with APIA and APIA agrees to facilitate the placement of the Plants for the Commercial Grower Member on the terms and conditions set out herein.

**NOW THIS DEED WITNESSES** and the parties agree in consideration of the fee and the mutual promises herein, as follows:

### 1. **DEFINITIONS**

"**APIA**" means the Australian Passionfruit Industry Association Inc., its successors and assigns.

"**The Nursery**" means a Commercial Nursery licensed by APIA or an own nursery.

"**Plant**" means the plant of the variety described in the First Schedule hereto.

"**Plant Variety**" means the plant variety described in the First Schedule hereto.

2. The parties acknowledge that APIA is the owner of all rights to the Plant Variety in Australia.
3. On receipt of an Order Form from the Commercial Grower Member together with a cheque in payment of the Royalty prescribed therein, APIA agrees to facilitate the supply of the Plant to the Nursery for propagation by the said Nursery.
4. The Nursery and the Commercial Grower Member will contract independently of APIA in relation to the sale of the Plants of the variety to the Commercial Grower Member propagated by the Nursery.

5. The Commercial Grower Member agrees that, after receipt of the propagated Plants from the Nursery, should it discover one or more commercially valuable mutants or variations of the Plant Variety, it will report these to APIA. It is specifically acknowledged that APIA is the owner of the Variety and shall at all times have ownership of any mutants or variations thereof.
6. The Commercial Grower Member agrees not to reproduce the Plants or any Variety of the Plants, nor use any part of the Plants for propagation purposes nor combine in any manner the plants with other plants, nor permit others to do so.
7. The Commercial Grower Member agrees with APIA not to ship, transport or transfer or assign any plant or part of any plant or any plant combined with another plant or any part of any combined plant (other than the fruit of any plant) to any person for any purpose).
8. The Commercial Grower Member agrees that APIA and its servants, agents or attorneys shall have the right to enter any land owned, leased or occupied by the Commercial Grower Member as often as APIA considers reasonably necessary at any time between 8.00 am and 6.00 pm on any day in order to search such land and examine all Plants on such land for the purpose of ascertaining whether the Commercial Grower Member is complying in full with this agreement. APIA or its servants, agents or attorneys may remove and take away for examination any Plants that it requires for the purpose of ascertaining whether the Commercial Grower Member is complying in full with this agreement. It is agreed and acknowledged that any failure or refusal by the Commercial Grower Member to permit such entry, search, examination or removal shall be prima facie evidence that the Commercial Grower Member has committed a breach of this agreement.
9.
  - (a) Should the Commercial Grower Member agree to the sale or assignment of the premises described in the Second Schedule APIA shall at least 21 days prior to the completion of such sale or assignment give notice in writing to APIA at the address shown in this agreement of such sale or assignment and shall at least seven (7) days prior to completion of such sale or assignment cause the purchaser or assignee to execute a deed in the same form as this deed, with APIA.
  - (b) The Commercial Grower Member acknowledges and agrees that if he does not cause any purchaser or other assignee to execute a deed in the form required by sub-clause 9(a) within the time specified APIA shall be entitled at any time and without prior notice to the Commercial Grower Member, by its servants, agents or attorneys to enter any premises at which the Plants are grown or held and take, remove or destroy any such Plants **AND** APIA shall not be liable for any loss or damage however caused to the property or the business of the Commercial Grower Member by reason of such entry, taking, removal or destruction.
  - (c) APIA acknowledges and agrees that the right of entry, taking, removal and destruction granted by sub-clause 9(b) may only be exercised at a time prior to the completion of the sale or assignment of the said premises, the Commercial Grower Member acknowledges that any failure by him to comply with sub-clause 9(a) will be a breach of this agreement and will render the Commercial Grower Member liable to pay damages to APIA.

