



2020 Iowa Bike Expo
 Community Choice Credit Union Convention Center
 HyVee Hall
 Des Moines, Iowa
 www.iowabikeexpo.com

January 25, 2020

10 AM to 4:30 PM

EXHIBITOR APPLICATION AND AGREEMENT

Please list exhibitor name exactly as you would like it to appear on Expo promotional material.

Exhibitor Name _____

Website http://_____

Products/Services _____

Email Address _____

Iowa Sales Tax Number _____

Contact Person _____

Phone _____

Address _____

City _____

State _____ Zip _____

SILENT AUCTION

____ Yes, I would like to donate to the silent auction, please contact me.

INSURANCE

Included _____
 Will send separately by January 9 _____

BOOTH PACKAGES (Includes 1 table, 2 chairs)

- ____ A. Standard Booth 10' x 10' \$375
- ____ B. Double Booth 10' x 20' \$675
- ____ C. Large Vendor Area 20' x 30' \$1,900
- ____ D. Mini-Booth 5' x 8' \$275
(limited number available, please contact)
- ____ E. Electricity 120v \$75
- ____ F. Pre-Paid Event Parking \$8
- ____ F. Route Announcement Tickets \$35 ea.
- ____ G. Route Party Tables \$550 ea.
- ____ H. Expo Guide Full Page Ad \$300
- ____ I. Expo Guide Half Page Ad \$150

DISCOUNTS

____ J. Non Profit Discount -\$100

\$_____ **TOTAL DUE**

PAYMENT

____ Pay By Check: Iowa Bicycling Action Fund, P.O. Box 5562, Coralville, IA 52241

____ Please invoice me via Square for online payment.

____ Please invoice me after January 1, 2020.

____ Pay By Credit Card:

Credit Card Number

Expires _____/_____/_____ CVV/CVV2 _____

This Exhibitor Agreement ("Agreement") is effective this ___ day of _____, 20___, by and between the Iowa Bicycling Action Fund, Inc. (the "IBAF"), an Iowa nonprofit corporation with its principal place of business in Coralville, Iowa, and an Exhibitor, _____ (the "Exhibitor"), located at _____. The IBAF and the Exhibitor may collectively be referred to as the Parties or individually as a Party.

Recitals

The IBAF is hosting the 2020 Iowa Bicycle Expo (the "Event") on January 25, 2020 (the "Event Date") at the Iowa Events Center, Hall A (the "Event Facility"). The Exhibitor desires to participate in the Event by exhibiting its products or services during the Event on the terms and conditions set forth in this Agreement.

Now therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Payment and Pricing. Exhibitor's participation in the Event is contingent upon Exhibitor paying in full the applicable fees set forth in the payment schedule provided with this Agreement ("Exhibitor Fee"). Upon Exhibitor's registration for the Event, the total balance of the Exhibitor Fee is due and payable in full to IBAF as follows: (i) a payment of \$_____, 100% of the Exhibitor Fee must be paid upon Exhibitor's signing of this Agreement (the "Deposit"); and (ii) the remaining balance of the Exhibitor Fee must be paid no later than fourteen (14) days prior to the Event. The Exhibitor shall have the right to cancel this Agreement by notice in writing to be delivered to the IBAF no later than January 1, 2020. The Deposit is non-refundable and non-transferable.

2. Assignment of Exhibit Space. Whenever possible, the IBAF will attempt to accommodate Exhibitor's requests and requirements for floor space and booth assignments. After assignment, booth location may not be changed, transferred or canceled except upon written request and with IBAF written approval. Notwithstanding the above, the IBAF reserves the right in its full discretion on all assignments of floor space, and may change location assignments at any time, as it may in its sole discretion deem necessary. Exhibitor shall not sublet or share their contracted space or any portion thereof without prior written consent of IBAF. Exhibitor is responsible for keeping aisles near its exhibit free of congestion caused by demonstrations, distribution of literature, or other activities. The Exhibitor agrees that no display will be dismantled or goods removed during the Event, but will remain intact until the end of the final closing hour on the Event Day. The Exhibitor also agrees to remove its display and equipment from the Event Facility by the end of the Event Date, and in the event of a failure to do so, or failure to return the allocated space to the same condition as provided, the Exhibitor agrees to pay for any additional costs and expenses incurred.

3. Fires, Safety, and Health. Exhibitor assumes all responsibility for compliance with applicable local, city and state ordinance and regulations covering fire, safety, and health. All exhibit equipment will be reasonably located within the Exhibitor's booth and protected by safety guards and devices where necessary.

4. Liability and Indemnification. Exhibitor assumes full responsibility and liability for the actions of its employees, agents, independent contractors, and volunteers, and agrees to indemnify, hold harmless, and defend the IBAF, Comcast Spectrum, LP, located at 730 3rd St.,

Des Moines, IA 52241, (the "Manager") and Polk County, Iowa, a governmental subdivision ("Owner") and each of their respective officers, directors, partners, agents, representatives, employees, and volunteers (collectively, the "Indemnified Parties") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against any of the Indemnified Parties relating to the Event by reason of (a) any acts, negligent or otherwise, or omissions of its employees, agents, independent contractors, and volunteers whether acting within or without the scope of their authority; and (b) any failure on the part of Exhibitor to perform or comply with any of the terms of this agreement or violation of any local, city or state ordinance or regulations

5. Insurance. Exhibitor agrees to obtain Commercial General Liability insurance to be in effect on the Event Date, and shall furnish a certificate of insurance to the IBAF by January 1, 2020. Said limits of insurance shall be in an amount not less than \$1 million per occurrence and \$2 million in the aggregate. Exhibitor's insurance shall list the Iowa Bicycle Coalition, Inc., Comcast Spectrum, LP, and Polk County, Iowa as Additional Insureds for the Event Date.

6. Miscellaneous. This Agreement comprises the entire agreement between the Exhibitor and the IBAF with respect to the Event and supersedes all prior agreements between the Parties regarding the subject matter contained herein. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Iowa, without regard to the choice of law provisions of that State. Any claim relating to this Agreement must be brought within one year of the date on which the claim arises. Any dispute between the parties relating to this Agreement shall be resolved only in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision. Exhibitor agrees to pay reasonable attorney fees, costs, and expenses incurred by the IBAF to enforce this Agreement. No waiver of any term in these Terms & Conditions shall be deemed a further or continuing waiver of 2020 Iowa Bicycle Expo.

Exhibitor: _____

Signed: _____

Printed Name: _____

Position: _____

Date: _____