



EXHIBITOR APPLICATION & CONTRACT AGREEMENT

Iowa's Ride Expo – Saturday, July 11, 2020

Exhibitor/Company Name: _____

Company Contact: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Business Phone: _____

Email: _____ Website: _____

Primary Products/Services: *(This description will be used when referencing your company in any posts or publications regarding the Iowa's Ride Expo)*

Select Booth Space Type:

1-Day Exhibitor Booth – 10x10 (Saturday, July 11, 2020)

- For Profit: \$300
 Non-Profit: \$150

1-Day Large Exhibitor Booth – 20x20 (Saturday, July 11, 2020)

- For Profit: \$400
 Non-Profit: \$200

Payment:

Make check payable to "Iowa's Ride Expo" and mail with application to address below
If paying by credit card, submit registration and payment online via events.com site
go to www.iowasride.com/expo and select the link to Register Online

Total Payment Amount: \$ _____

Contract Acceptance for Exhibitor Space: By submitting this Exhibitor Application and Contract Agreement, and upon acceptance by the Iowa's Ride, the undersigned Exhibitor agrees that this agreement including the "Terms and Conditions" attached and incorporated here by this reference shall become binding and enforceable in accordance with its terms. By signing below, the signer certifies that he/she has the authority to sign this contract and bind the Company listed above to this contract.

Payment: Full payment is due upon submission of this application to secure exhibitor's booth space.

Authorized By Name and Title: _____

Authorized By Signature: _____ Date: ___/___/___

Mail completed application with payment to:

Iowa's Ride Expo | ATTN: Scott Garner | 3801 S James Street, Suite 400 | Grimes | IA | 50111

Contact:

Scott Garner | Assistant Ride Director | Iowa's Ride | scott@iowasride.com | www.iowasride.com

Terms and Conditions

This AGREEMENT is entered into, as of the date of acceptance by Iowa's Ride site manager (the effective date), by and between Exhibitor and Iowa's Ride. These standard terms and conditions shall apply to the Application and Contract Agreement entered by the Exhibitor named therein and Iowa's Ride regarding the Iowa's Ride Expo event.

Cancellation. Exhibitor must notify Iowa's Ride site manager in writing if the Exhibitor wishes to cancel their participation in the Iowa's Ride Expo event. A refund of exhibitor fees paid, less a 10% cancellation assessment, shall be processed for notifications received before July 1, 2020. No refunds shall be given for cancellations received on or after July 1, 2020. Iowa's Ride may at its discretion reassign and otherwise utilize Exhibitor's canceled space.

Booth Space. Iowa's Ride shall provide Exhibitor with a minimum 10' x 10' space, with the assigned booth location to be determined by Iowa's Ride in its sole discretion. Although Iowa's Ride site manager will attempt to accommodate exhibitor requests for specific booths, no guarantees can be made that the Exhibitor will be assigned the specific booth(s) requested. When applicable, booth space is assigned in the order applications were received. Iowa's Ride site manager shall have final authority on booth locations and set up. Booth spaces are rented only for the full run of the Iowa's Ride Expo event. The Iowa's Ride site manager reserves the right to determine the eligibility of any company or product for inclusion in exhibition space and may reject its inclusion at its sole discretion.

Obligations of Exhibitor. Exhibitor agrees that it shall participate in the Iowa's Ride Expo event during all scheduled hours in which the Iowa's Ride Expo event area is open to the public. All exhibits must be staffed during show hours by at least one person. Staff must be 18 years of age or older. Lotteries, drawings, guessing games or prize contests of any kind sponsored by individual Exhibitors are subject to the site manager approval. Display material must be confined to the individual Exhibitor's own booth area. No placard, stickers, or other signs relating to any other business will be allowed in individual exhibits or anywhere else in the show. No exhibitor shall assign or sublet the whole or part of the space allotted, or exhibit therein, any programs or services other than those specified in the contract for exhibit space unless such is preapproved in writing by the Iowa's Ride site manager. No amplifiers, television receivers, loudspeakers, loud alarms or flashing lights may be operated in the individual exhibits except with the signed approval of the site manager. No advertising or printed material, which in the site manager's opinion is undignified or otherwise objectionable, shall be distributed. Exhibitors have the right to distribute brochures and other printed matter only from the space occupied by them and no other way. The Iowa's Ride site manager shall have the right to make last minute booth assignment changes and/or to order Exhibitor to modify or rearrange its booth display and/or relocate or remove its banner displays for reasons including but not limited to the reduction or elimination of visual, aural or aesthetic interference.

Event Hours. The Iowa's Ride Expo event is scheduled to be open to the public from 12:00 noon until 9:00 pm on Saturday, July 11, 2020. The Iowa's Ride will make every effort to advise Exhibitor of any change in event hours but reserves the right to limit or extend those hours during the actual running of the Iowa's Ride Expo event. Exhibitor, as soon as possible but not later than 12 hours after the close of the public hours of the Iowa's Ride Expo event, shall quit and surrender the booth space and remove all of its property, equipment and signage from the event premises.

Unoccupied Space. In the event an exhibitor has failed to occupy the space contracted within two hours of the event opening to the public, Iowa's Ride site manager shall have the right to utilize such space in any manner he or she chooses. This will in no way release the contracted Exhibitor from this Agreement, nor shall a refund be in order.

Compliance with Laws, Rules and Regulations. Exhibitors shall not engage in any display, publication, performance, or other activity which is in conflict with any applicable law, regulation, rule or ordinance, nor shall Exhibitor, or its representatives or employees, engage in any lewd display, publication or performance. Exhibitor will be responsible for obtaining all necessary governmental permits and licenses. Exhibitors who plan to sell merchandise on the premises in a cash and carry fashion are responsible for complying with City and State licensing and tax requirements. Information can be obtained prior to the show by contacting the proper licensing agency. Exhibitor shall comply with any rules promulgated by the owners or manager of the expo premises. Exhibitor shall not in any way alter or damage any Iowa's Ride Expo event facilities or equipment. Upon quitting and surrender of the assigned booth space, Exhibitor shall have left the premises in the same condition as when it began its occupancy. Iowa's Ride shall have the right to make such further rules and regulations as they deem necessary or advisable for the effective conduct of the event and Exhibitor agrees to comply fully with such rules and regulations.

Limited Liability and Risk of Loss. Iowa's Ride and its respective employees, agents and representatives shall have no liability to Exhibitor or anyone else for any consequential damages of any kind, character or amount, regardless of the factual or legal basis upon which the existence of such liability is asserted. Exhibitor explicitly releases any such claim to recover consequential damages, and agrees that this Agreement shall provide a complete defense to any claim for the recovery of such consequential damages, regardless of whether such claim is based upon an alleged breach of this Agreement or some other act, failure to act or breach of duty independent of this Agreement. Iowa's Ride specifically disclaims any warranty with respect to event success or results for Exhibitor. Iowa's Ride makes no express or implied warranty as to the success or profitability Exhibitor will have from exhibiting, advertising, sponsoring or any other promotion in conjunction with the Iowa's Ride Expo event.

Indemnity. Exhibitor assumes full responsibility for and hereby agrees to protect, indemnify, defend and hold Iowa's Ride and all employees, agents, representatives, sponsors and guests harmless against any and all claims, causes of action, losses, judgments and damages to person or property, governmental charges or fines arising out of or caused by or resulting from, in whole or in part, Exhibitor's installation, removal, maintenance, occupancy or use of Exhibitor's Space, or any portion thereof, or any other act or failure to act on the part of Exhibitor or any of its employees, representatives, agents, independent contractors, guests or any other person acting or purporting to act on behalf of or for the benefit of Exhibitor. This indemnity shall extend to and include all costs and attorneys' fees incurred in defending against or responding to any such claim.

Publicity and Media Rights. Exhibitor grants Iowa's Ride the right to use the name or names of Exhibitor and its Goods and/or Services for purposes of publicizing and advertising the Iowa's Ride Expo event, without compensation to Exhibitor. Exhibitor, on its own behalf and on behalf of its employees and agents who are on the Iowa's Ride Expo event premises, consents to and authorizes the use of their name, likeness, voice and identity in connection with any media, entertainment and/or news programming originated from or about the Iowa's Ride Expo event, in all media forms.

Insurance. Exhibitors and, or any of their officers, agents, employees or other representatives shall carry and maintain Commercial General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and name Iowa's Ride, its agents, and employees as Additional Insureds. Such insurance shall cover Iowa's Ride for all periods of time in which the Exhibitor is participating in or occupying space on the premises of the Iowa's Ride Expo event and/or moving in or out of the booth space. Exhibitor shall provide Iowa's Ride a certificate of insurance showing the scope and limits of the event coverage no later than July 1, 2020. Failure to provide evidence of insurance for the Exhibitor shall be considered a breach of this Contract and Exhibitor shall forfeit its booth fees, booth space and its right to participate in the Iowa's Ride Expo event.

Exhibitor Conduct and Behavior. Exhibitor and its representatives shall not display any behavior that provokes, insults or offends any group or class; or that reflects or may reflect unfavorably upon Iowa's Ride or any host community. Exhibitor or its employees, agents or representatives shall not use or possess illegal drugs, or the arrest or charging of Exhibitor, or any of its employees, agents or representatives assigned to provide services to Iowa's Ride, for an illegal drug offense shall not occur. If such prohibited conduct or involvement occurs, Exhibitor shall be in material breach of this contract.

Labor and Relationship. Exhibitor shall provide its Products and Services at its own cost, using its own equipment, labor and supplies and at its own direction. Nothing in this Agreement shall be deemed to create a partnership or joint venture between Iowa's Ride and Exhibitor, nor shall this Agreement be construed to constitute Exhibitor as an agent or employee of Iowa's Ride.

Failure to Perform. Iowa's Ride shall not be responsible to Exhibitor for any financial loss arising out of Exhibitor use of the venue, or facility policy including power interruptions, utility failures, terrorism, bomb threat or undue "acts of God" (e.g. flood, fire, tornado or earthquake). If Iowa's Ride is unable to open the Expo as herein provided, or is compelled to postpone, cancel or relocate said Expo for causes beyond its control, then it shall not be in any manner financially liable to Exhibitor. Iowa's Ride may retain such part of Exhibitor's fee as shall be required to compensate Iowa's Ride or the host venue for expenses incurred up to the time such contingency shall have occurred and Iowa's Ride shall not be responsible for any of exhibitors expenses or damages resulting from such a cancellation or postponement of the exhibit.

Rights Upon Termination and Exhibitor Breach. In the event Exhibitor breaches this Agreement in any respect, Iowa's Ride may terminate this Agreement immediately without any prior written or oral notice to Exhibitor and thereupon Exhibitor shall forfeit its booth rental payments, its booth space and its rights to participate in the Iowa's Ride Expo event. In addition to any remedies otherwise available to it, if Iowa's Ride so terminates this Agreement during the Iowa's Ride Expo event, Iowa's Ride in its sole discretion shall have the authority to require Exhibitor to discontinue its participation in Iowa's Ride Expo event, and remove its personnel, equipment and facilities from the Iowa's Ride Expo event site.

Exclusivity. Iowa's Ride provides no guarantee of exclusivity of products or services presented at the Iowa's Ride Expo event. Nothing in this Agreement grants Exhibitor any rights of exclusivity or renewal and nothing herein shall limit Iowa's Ride from renting booth space to other parties.

Disputes and Governing Law. Without limiting any other remedy available to Iowa's Ride under this Agreement, the parties agree that any controversy between Iowa's Ride and Exhibitor arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa with venue in Polk County Iowa. It constitutes the entire agreement between the parties regarding the subject matter. If any provisions are found to be invalid the remainder of this Agreement shall nevertheless continue in full force. In the event of the use of an attorney by Iowa's Ride to enforce any part of the Agreement, all costs, including reasonable attorney's fees will be paid by the Exhibitor.

Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters herein and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions, understanding or agreements of the parties in connection with the subject matters hereof. This Agreement may not be modified, discharged or terminated, except by a written instrument, signed by the party charged.