



2023 Iowa Bike Expo
 Community Choice Credit
 Union Convention Center
 HyVee Hall
 Des Moines, Iowa
 www.iowabikeexpo.com

January 28, 2023
10AM to 4:30PM

EXHIBITOR APPLICATION AND AGREEMENT

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

Exhibitor Name _____	BOOTH PACKAGES (Includes 1 table, 2 chairs) <input type="checkbox"/> A. Standard Booth 10' x 10' \$450 <input type="checkbox"/> B. Double Booth 10' x 20' \$900 <input type="checkbox"/> C. Large Vendor Area 20' x 30' \$2,700 <input type="checkbox"/> D. Mini-Booth 5' x 8' \$300 (limited number available, please contact) <input type="checkbox"/> E. Electricity 120v \$75 <input type="checkbox"/> F. Pre-Paid Event Parking \$10
Website http://_____	
Products/Services _____	
Email Address _____	
Iowa Sales Tax Number _____	
Contact Person _____	DISCOUNTS <input type="checkbox"/> I. Non Profit Discount -\$100
Phone _____	 \$_____ TOTAL DUE
Address _____	PAYMENT <input type="checkbox"/> Pay By Check: Iowa Bicycling Action Fund, P.O. Box 5562, Coralville, IA 52241 <input type="checkbox"/> Please invoice me via Square for online payment. <input type="checkbox"/> Please invoice me after January 1, 2023. <input type="checkbox"/> Pay By Credit Card:
City _____	Credit Card Number _____
State _____ Zip _____ SILENT AUCTION <input type="checkbox"/> Yes, I would like to donate to the silent auction, please contact me.	Expires _____/_____/_____ CVV/CVV2 _____
INSURANCE Included _____ Will send separately by January 9 _____	

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

Recitals

The IBC is hosting the 2023 Iowa Bicycle Expo (the "Event") on January 28, 2023 (the "Event Date") at the Iowa Events Center (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 IBC 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 IBC no later than January 1, 2023. The Deposit is non-refundable and non-transferable.

2. Assignment of Exhibit Space. Whenever possible, the IBC 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 IBC written approval. Notwithstanding the above, the IBC 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 IBC. 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 IBC, 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 IBC by January 1, 2023. 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 Exhibitor and the IBC 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 IBC to enforce this Agreement. No waiver of any term in these Terms & Conditions shall be deemed a further or continuing waiver of 2023 Iowa Bicycle Expo.

Exhibitor: _____

Signed: _____

Printed Name: _____

Position: _____

Date: _____