

POLICIES & PROCEDURES:

1. EXHIBITOR AGREEMENT

- a. The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors of the Show.
- b. The Exhibitor agrees to abide by all rules and regulations governing the expo established by the Iowa Events Center ("IEC") including rules and regulations stated in the Exhibitor kit
- c. The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- d. The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies IEC that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of IEC is obtained.
- e. The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work" that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents representatives or employees is prohibited without the express written consent of IEC. The Exhibitor agrees to indemnify and save harmless IEC and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor its agents, representatives, employees and those for whom the Exhibitor is responsible in law.

2. IEC RIGHTS

- a. IEC reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show, (ii) reject or prohibit exhibits or Exhibitors which IEC considers to be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of IEC, as determined in IEC's sole discretion; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part the Show; or (v) change the date, location and duration of the Show; all without any obligation or liability to IEC.
- b. IEC shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

3. ASSIGNMENT

The Exhibitor shall not assign any rights or sublet space under this Agreement without the prior written permission of IEC, which permission may be withheld in IEC sole discretion.

4. INDEMNIFICATION

The Exhibitor agrees to indemnify, defend, save and hold harmless IEC, Polk County, Iowa (the "County"), County officials, including without limitation the County Board of Supervisors, and any other present or future lender providing financing to the County in connection with the construction or operation of the facility, and each of their respective officers, directors, partners, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses) costs and charges of every kind resulting from (i) any breach of this Agreement by Exhibitor, (ii) Exhibitor's use and occupancy of the exhibit space and/or its environs, (iii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iv) personal injuries, including, without limitation, death, property damages or any other damage sustained by the Exhibitor, IEC, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

Neither IEC nor any of its officers, partners, employees or agents shall be responsible or liable for any loss or damage to the personal property of Exhibitor or its employees or agents in connection with Exhibitor's use of the facility hereunder. Exhibitor acknowledges and agrees that all of its property or property of others in the facility shall be used and/or stored in the facility at the sole risk of Exhibitor, and Exhibitor hereby waives and releases IEC, and the County from any and all claims or costs related thereto to the fullest extent permitted by law.

Exhibitor acknowledges that this Agreement imposes no contractual obligations upon the County, unless, until and only if the County expressly

assumes in writing the obligations of IEC hereunder pursuant to the provisions of that certain the Management Agreement dated September 1, 2004, by and between the County and IEC (the "Country Agreement").

5. INSURANCE

The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to IEC for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000.00 for each separate occurrence. Exhibitor shall cause such insurance to be endorsed with an endorsement that the insurance issued to Exhibitor shall be primary to and not contributory with any insurance coverage or self-insured program of IEC or any of the other additional named insureds listed below, and that such insurance shall be excess to any insurance issued to Exhibitor. Exhibitor shall also cause the required policy of insurance to include the County and IEC as additional named insureds. Insurance effected or procured by Exhibitor hereunder will not reduce or limit Exhibitor's contractual obligation to indemnify and defend IEC or the County pursuant to Section 4 hereof. At the request of IEC, the Exhibitor shall provide IEC with a copy of such policy.

The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against IEC, its parent corporation, subsidiaries, all affiliated companies, the County and/or the Show sponsors, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.

6. EXHIBIT DISPLAY

- a. All exhibits must be constructed of hardwall or professional show drape. All tables must be professional skirting with floor length, fire resistant skirting that is pleated or gathered. No plastic or paper tablecloths are allowed.
- b. **The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day.** The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred.
- c. **Restaurants and food vendors must provide their own hand washing station inside their booth to include gravity fed water with spigot/bucket, hand soap, single use towels and trash receptacle. Hand washing stations will be placed strategically on the show floor for beer and wine vendors.**

7. CANCELLATION

The Exhibitor shall have the right to cancel this Agreement by notice in writing to be delivered to IEC **no later than sixty (60) days** preceding the opening date of the Show. **All deposits received by IEC up the date of notice of cancellation are non-refundable and non-transferable.**

8. NO AGENCY

The relationship between IEC and Exhibitor is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein. Further, no agent, servant or employee of Licensee or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of Licensor.

9. ATTORNEYS FEES

In case any suit or action is instituted by either IEC or Exhibitor to enforce compliance with this Agreement, including all appeals, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses from the losing party, in addition to the costs and disbursements provided by statute.

10. GOVERNING LAW

This Agreement is entered into in the State of Iowa and, in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its principles of conflicts of laws. Any action arising out of or in connection with this Agreement or the conduct, acts or activities of the parties hereunder shall be brought in the federal or state courts located in Polk County, Iowa, and the parties hereby submit to the exclusive jurisdiction of those courts and consent to venue in those courts for any such actions or proceedings.