2022 BUILD MY FUTURE



BUILD MY FUTURE C/O lowa Skilled Trades

6751 Corporate Drive Johnston, IA 50131 P: 515.270.8500 I wish to reserve exhibit space at the Build My Future Hands On Career Day & Industry Showcase April 13, 2022 at the Varied Industries Building (Iowa State Fairgrounds, Des Moines, IA)

Exhibit Space Fee: 10x20- \$500

Anything over 10x20- \$1000

This fee includes booth space and lunch. **Must provide own tables & chairs.**Make sure to fill this out completely!

Space Requirements: _		
Inside Space	Outside Space	
Electrical Requirements	- be specific:	
(May result in additiona		
☐ Send Info on Sponsor	ship Opportunities	

All sponsorships, donations and fees paid to the lowa Skilled Trades (a 501(c)3). If you would like additional information please contact Brandon Patterson (515.270.8500) or brandon@dsmhba.com

Signature_	
Title	

Build My Future Rules & Regulations

- CONTRACT OBLIGATIONS: No exhibitor will be permitted to set up their booth until all fees are paid.
- 2. EXHIBITOR ELIGIBILITY RIGHT OF REFUSAL AND/OR CANCELLA-
 - **TION:** The Iowa Skilled Trades reserves the right to determine the eligibility of any exhibitor. In the event of non-acceptance, the fee shall be returned to the applicant. Once the applicant has been accepted, the full cost of the exhibit space is due and payable in the manner described in the fee schedule. Exhibits and the conduct of exhibitors are subject to Iowa Skilled Trades approval, which reserves the right to refuse the application of any company not meeting the required standards, as well as the right to curtail exhibits or parts of exhibits that detract from the character of the show. This also applies to displays, literature, advertising, novelties, souvenirs, and personal conduct of exhibitors. Officers, employees, and agents involved in the management of the Build My Future Construction Career Day & Industry Showcase shall have full authority to interpret and enforce all rules and regulations governing Exhibitors. All matters and questions not specifically addressed in the rules shall be subject to final determination by the Iowa Skilled Trades The rules may be amended at any time by the Iowa Skilled Trades upon notice to Exhibitors. In addition to any other recourse referenced in these rules and regulations, the Iowa Skilled Trades may have recourse for the violation of any of these rules in any manner it deems appropriate, including expulsion of an exhibitor from the show and suspension from future shows.
- 3. **EXHIBIT SPACE:** A. For each 10x20 space, the lowa Skilled Trades shall provide booth draperies and hardware. BOOTH SIGNAGE, TABLES AND CHAIRS WILL BE THE RESPONSIBILITY OF THE VENDOR.
- 4. MOVE IN: A fork lift is available to be used during move in and tear down. Please contact the Brandon Patterson to inquire about pricing and schedule. The Fairgrounds does not provide any other equipment to help with move in or tear down. Please come prepared with any equipment you need to help move your product.
- 5. UNOCCUPIED SPACE: If the exhibitor fails to occupy space contracted for, or fails to comply in any respect with the terms of these rules and regulations, the lowa Skilled Trades shall have the right to rent such space to any other applicant without releasing the original exhibitor from paying the sum agreed to in the application and contract for exhibit space.
- 6. FIRE SAFETY: No combustible oils or gases may be used as part of the exhibit, nor will any open flames be permitted without prior written approval of the Fire Marshall. All electrical equipment used in conjunction with the display's installation, operation, and dismantling must be in good operating condition and able to pass the inspection of the local Fire Marshall. Storage of excess materials in hallways is prohibited.
- 7. CARE OF EXHIBIT SPACE: Each exhibitor must keep their own space cleaned and their exhibit maintained in good order while the show is open to the public. The Iowa State Fairgrounds personnel shall be responsible for maintaining the aisles and public areas.
- 8. ELECTRIC NEEDS: Access to 110 service will be supplied for each exhibit space located inside the building. Exhibitors will need to bring extension cords. Any exhibitors needing 220 service will need to contact the Brandon Patterson at brandon@dsmhba.com
- 9. EVENTUALITIES: In case the exhibit hall should be destroyed by fire or the elements, or by another cause, or in case other circumstances shall make it impossible for the lowa Skilled Trades to permit the contracted space to be occupied by exhibitor, the application and con-tract for exhibit space shall terminate and the exhibitor shall waive any claim for damages or compensation.
- 10. LIABILITY: Neither the Iowa Skilled Trades, the employees thereof, their agents or representatives; nor the Iowa State Fairgrounds, the employees thereof, their agents or representatives; nor any member of the Iowa Skilled Trades shall be responsible for any injury, loss or damage that may occur to the exhibitor, or to the exhibitor's employees or property from any cause whatsoever prior, during or subsequent to the period covered by the application and contract for exhibit space; and the exhibitor on signing the contract expressly releases the foregoing named Association, Corporations, individuals, their agents and employees from any and all claims for such loss, damage, or injury.
- 11. REMOVAL OF EXHIBIT: All exhibits must remain set up until 3pm on Wednesday. Tear down will not begin until after 3pm (no exceptions). All exhibits may be removed by 12pm on Thursday.
- 12. BOOTH ASSIGNMENTS: The lowa Skilled Trades reserves the right to change or alter space assignments, floor plans, and show conditions without notice and at their sole discretion for the best interests of the Show.

- 13. COMPLIANCE WITH LAWS: Exhibitors shall comply with all local, city, state and federal safety, fire and health laws, ordinances and regulations, including the Policies, Rules and Regulations of the Iowa State Fairgrounds regarding the installation, dismantling and operation of the exhibit.
- 14. COPYRIGHTED WORKS: Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc., which may be required for it to broadcast, perform, or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend and hold harmless the lowa Skilled Trades and its directors, officers, employees and agents from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.
- 15. AMERICANS WITH DISABILITIES ACT: Exhibitor represents and warrants that its exhibit and product/service information shall comply with the Americans with Disabilities Act, its regulations, and guidelines (collectively "ADA"). Exhibitor shall indemnify, defend and hold harmless the lowa Skilled Trades and its directors, officers, employees and agents from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision or noncompliance with any provision of the ADA.
- 16. LEGAL ACTION: Any legal action by an exhibitor against the lowa Skilled Trades related to these rules must be brought in Circuit Court of Polk County, lowa, and Exhibitor's sole remedy is limited to exhibition fees actually paid by the exhibitor, and indirect or consequential damages may not be sought. Should any litigation arise out of this Show, the Exhibitor shall pay all costs and reasonable attorney's fees incurred by the lowa Skilled Trades and/or the cosponsoring agencies if they are the prevailing party.
- 17. INSURANCE AND HOLD HARMLESS AGREEMENTS: Each exhibitor is required to have Public Liability Insurance to protect against possible claims arising out of the operation of this exhibit this includes coverage for allowing students to operate equipment. Fire, theft, liability and extended coverage insurance is not provided by the Iowa Skilled Trades. Exhibitor may obtain such coverage at its own expense. Exhibitor remains responsible for all property brought into the Show and shall bear the sole risk of loss for that property. Exhibitor shall indemnify and hold harmless the Iowa Skilled Trades, and its directors, agents and employees from any damages caused by theft or other perils normally covered by extended coverage, liability, theft, or fire policies, as well as for all claims, losses, liability, or damages for injury, death, or property damage that may arise from activities of the exhibitor, its employees, agents, invitees, and licensees.
- 18. Exhibitor hereby represents and warrants to the lowa Skilled Trades that the exhibitor has taken all steps reasonably necessary to ensure the sound engineering and structural integrity in its exhibit design and the proper construction and safety of the exhibit itself, as erected.
- 19. AMENDMENTS: The lowa Skilled Trades has full power to interpret or amend these rules. Whatever these rules do not cover, the lowa Skilled Trades reserves the right to make rules to cover to be in the best interest of the Show, and the exhibitor agrees to accept and abide by such rulings.
- **20. PENALTIES:** The penalty for violation of any rule CAN result in immediate booth closure and suspension of exhibitor's right to be in the next year's show.
- 21. FORCE MAJEURE: Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulation, national strikes, fire, explosion or other emergency beyond the Parties' control making it illegal or impossible to perform their obligations under this Agreement.

For the avoidance of doubt, Force Majeure shall not include financial distress nor the inability of either Party to make a profit or avoid a financial loss, changes in market prices or conditions, or a Party's financial inability to perform its obligations hereunder.

Either Party may cancel this Agreement for any one or more of such reasons upon written notice to the other. If the Exhibitor exercises such cancellation, fees prepaid to the Iowa Skilled Trades shall not be recoverable.