

explore **ACE 20&\$ BUILD MY FUTURE! 579**



BUILD MY FUTURE-ACE
C/O ACE Sector Board
 Attn: Kylie Gudenkauf
 1770 Boyson Road
 Hiawatha, IA 52233

I wish to reserve exhibit space at the Build My Future-579 Yj Ybhc b'5dfj`&%ž&\$&\$ at the ?]f_k ccX'7 cbh]bi]b['9Xi WU]cb HFU]b]b['7 YbhYf. (%0%) \$h '5j YžGK "ž7 YXUfFUd]Xgž-5)

Company _____

Contact Person _____

Phone () _____

E-Mail Address _____

Mailing Address _____

City, State, ZIP _____

Optional: Please provide a Second Point of contact: _____

Exhibit Space is Free!

Please provide your own tables, chairs, power cords, etc.

Title and Description of Exhibit: _____

Space Requirements: All companies are provided with a 16' x16' space unless requested otherwise. Space is limited and reasonable accommodations will be made on a first come, first serve basis. Will you need a larger space than 16'x16'? _____

If so, how much more space? _____

How many company reps/volunteers will be attending? (3 max or fee of \$10/person for each additional rep): _____

Classroom Space _____ Garage/Interior Space _____

Outside Space _____

Electrical/Other Requirements: _____

1. Sponsorships				
Level	Master	Journeyman	Apprentice	Friend of the Industry/In Kind
Amount	\$1,500	\$500	\$250	\$ _____

All sponsorships, donations and fees paid to the Build My Future! 579 will be handled by the '579GVWcfBcUfX" If you would like additional information please contact ?m]Y ; i XYb_Ui ZUH' %!' - ,!) , , , cfj]UY!a U]`Uh _m]Y" i XYb_Ui Z4_]f_k ccX'YXi .



Signature _____

Title _____

*Vendor fee mUmVY UggYgYX Z'f'di l]b['ci hcZH Y Yj YbhUZyf'5dfj`%ž&\$&\$ or failure to appear day of]b`h`Y` Ua ci bhcz`)) "\$\$/ booth hc Vcj Yf'df]b]b[#g] bU] Y ZYgUggcW]UYX k]h`nci fVcch`"

Build My Future-ACE Rules & Regulations

- 1. CONTRACT OBLIGATIONS:** No exhibitor will be permitted to set up their booth until all documentation has been returned in full. Including but not limited to: logo in acceptable format, sponsorship funds, Facility usage agreement and Certificate of Liability
- 2. EXHIBITOR ELIGIBILITY RIGHT OF REFUSAL AND/OR CANCELLATION:** The Build My Future- ACE reserves the right to determine the eligibility of any exhibitor. Exhibitor will not be fully accepted until all necessary documentation has been submitted including logo in proper formatting, sponsorship fees, this application completed in full, executed Use of Facility agreement and Certificate of Liability as outlined in use of facility agreement (section 7).
Build My Future- ACE 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- ACE 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 Build My Future-ACE Committee Chairperson, Vice-chair and/or Kirkwood Community College Staff members. The rules may be amended at any time by the Build My Future-ACE. In addition to any other recourse referenced in these rules and regulations, the Build My Future- ACE 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:** For each 16'x16' space, the Build My Future- ACE, each exhibitor shall provide all materials necessary for the hands on training activity, necessary PPE, tables, chairs, extension cords, tools, etc. Build My Future- ACE will provide a poster with your activity listed, company name and logo, and safety glasses and hearing protection to each attending student.
- 4. MOVE IN: Build My Future-ACE and Kirkwood Community College does not provide equipment to help with move in or tear down.** Please come prepared with any equipment you need to help move your product.
- 5. 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.
- 6. EXHIBITORS LOUNGE:** An Exhibitors Lounge will be available for use by the Exhibitors.
- 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. Exhibitor is NOT permitted to drill, drive, or permanently change any structure or equipment provided by Kirkwood Community College.
- 8. ELECTRIC NEEDS:** Limited access to electrical and will be provided on a first come, first serve basis. Exhibitors will need to bring extension cords.
- 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 Build My Future Collaborative to permit the contracted space to be occupied by exhibitor, the application and contract for exhibit space shall terminate and the exhibitor shall waive any claim for damages or compensation.
- 10. LIABILITY:** Please see use of facility agreement for statement of liability. All exhibitors MUST provide a Certificate of Liability .
- 13. SET-UP OF EXHIBITS:** Hours for set-up of exhibits are Monday 12:00-5pm with event being held on the following Tuesday, 7a-2p.
- 14. SHOW TIMES:** The show will be open to the students 9am-2pm on Tuesday.
- 15. REMOVAL OF EXHIBIT:** All exhibits must remain set up until 2pm on Tuesday. Tear down will not begin until after 2pm (no exceptions). All exhibits may be removed by 5pm on Tuesday or exception made with Kylie Gudenkauf with Kirkwood Community College.
- 16. BOOTH ASSIGNMENTS:** The Build My Future- ACE 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.
- 17. 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 Kirkwood Community College regarding the installation, dismantling and operation of the exhibit.
- 18. 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 Build My Future-ACE 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.
- 19. 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 Build My Future Collaborative 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.
- 20. Exhibitor hereby represents and warrants to the Build My Future- ACE 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.**
- 21. AMENDMENTS:** The Build My Future - ACE has full power to interpret or amend these rules. Whatever these rules do not cover, the Build My Future- ACE 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.
- 22. 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.

FACILITY USE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 by and between KIRKWOOD COMMUNITY COLLEGE (Licensor), whose address is 6301 Kirkwood Blvd. SW, Cedar Rapids, Iowa 52404, hereinafter called Licensor, and _____, whose address is set forth on Exhibit A attached hereto, (Licensee).

A. Licensor owns a building known as Kirkwood Continuing Education Training Center on Licensor's campus ("Premises").

B. Licensee wishes to use the Premises to permit Licensee to participate in the Build My Future-ACE event scheduled for April 21, 2020 ("Event") alongside other persons and entities participating in the same event ("Program Participants") upon the terms and conditions set forth herein. Both parties execute this Agreement to set forth the terms and conditions of the Licensee's use.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, it is agreed by and between Licensor and Licensee as follows:

1. **Premises and Term:** Licensor hereby licenses to Licensee on a non-exclusive basis the Premises identified in Exhibit A on April 2, 2019 for the hours of 7:00a to 5:00p in exchange for the payment by Licensee of \$ 0.00 to Licensor in advance.

2. **Common Areas:** Licensee and the Program Participants shall have the non-exclusive right to use any and all common areas that are part of the building of which the Premises is a part and the parking lot outside the Premises as depicted on **Exhibit A** attached hereto ("Common Areas"). Common Areas shall not include the cafeteria. Licensee shall do nothing to impede or restrict the use of such Common Areas by Licensor and others. Licensee shall be responsible for and shall indemnify and hold Licensor harmless as set forth in Section 9 for any and all damage to the Common Areas resulting from the use of the Common Areas by the Licensee and the Program Participants.

3. **Use:** Licensee will use the Premises only for the conduct of the Program and in a manner for which the Premises are intended to be used. Licensee is responsible for the control of the Program Participants. Licensee's use is subject to Licensor's campus policies. Licensee will not post any signs, cards or posters for the Program except in areas designated for such posting by Licensor. All such materials are subject to approval by Licensor. Nothing can be temporarily affixed to any painted surface in any area. Licensee agrees not to interfere in any way with the ordinary use by Licensor or others of any portion of the building or grounds in which the Premises is located. Licensee agrees that it and the Program Participants shall in no way injure, damage, or deface the Premises, the equipment located in the Premises, or the remaining portion of the building in which the Premises is located. Licensee shall be responsible for and shall indemnify and hold Licensor harmless as set forth in Section 9 for any and all costs and expenses of any such injury, damage or defacement. Any props, equipment, or other items brought to the event by the Licensee or the Program Participants must be removed by Licensee upon completion of the Program.

4. **Utilities and Other Services:** Licensor shall at its expense provide all utilities, security and janitorial services for the Premises. Licensor shall not provide personnel for Licensee's Program, including but not limited to instructors, proctors, or additional security personnel (other than those security personnel who

regularly oversee the Premises). In the event the Licensee's Program requires extraordinary use of utilities, security or janitorial services, Licensor must agree to such extraordinary use and Licensee must pay for same. If any security personnel are provided by Licensee, such personnel shall be subject to the control of Licensee and Licensee shall provide Licensor with written information regarding the identity of such personnel prior to the Program. Such personnel shall also be fully insured as per Section 7 below.

5. Breach and Termination:

Breach, Cure and Termination. In the event of default by a party, in addition to all other remedies available herein, at law or in equity, either party may elect to terminate this Agreement by giving the defaulting party written notice of the default and an opportunity to cure ending at the earlier of the day before the Program or five (5) days after delivery of the notice. If the default is not timely cured, this Agreement shall terminate. Any misrepresentation made by the Licensee to obtain this Agreement with Licensor may be grounds for immediate termination of this Agreement by Licensor.

Immediate Termination. If any one of Licensee, its employees, agents, contractors or the Program Participants violate the terms and conditions of this Agreement including but not limited to Licensor's campus policies, Licensor may immediately terminate this Agreement and in the event that the Program is then being held, Licensee, its agents, employees and the Program Participants shall immediately vacate the Premises and the Common Areas.

6. Assignment and Subletting: Licensee shall not sublicense, assign or in any manner transfer this Agreement or any interest therein.

7. Licensee's Insurance: Licensee shall procure and maintain a policy of insurance, at Licensee's sole cost and expense, with a combined single limit of not less than \$1,000,000 per occurrence for personal injury, death and property damage and a \$2,000,000 aggregate umbrella made by, or on behalf of, any person or persons, firm or corporation arising from, related to or connected with the Event, the use of the Premises and the Common Areas by Licensee and the Program Participants. Said insurance shall comprehend full coverage of the indemnity set forth in Section 9 hereof. The insurance shall be in companies and in form, substance and amount (where not stated above) satisfactory to Licensor. Licensee shall obtain a certificate of insurance, listing Kirkwood Community College as an additional insured on the policy. In addition, a waiver of subrogation in favor of Kirkwood Community College will be provided. The certificate of insurance shall be provided to Licensor no later than ten (10) business days prior to the Program, and the coverage should include two (2) days prior to the Event and one (1) day following the Event to cover move in, move out and any Program Participants who may opt to come early or stay late.

8. Compliance with The Law: Licensee shall keep the Premises and Common Areas and conduct its Program thereon in a manner which shall be in compliance with all applicable laws, ordinances, rules and regulations of the city, county, state and federal government and any department thereof, will not permit the Premises to be used for any unlawful purpose, and will protect Licensor and save Licensor harmless from any and all fines and penalties that may result from or be due to any infractions of or noncompliance with such laws, ordinances, rules and regulations.

9. Indemnity: Licensee is fully responsible for the acts and omissions of its employees, agents, contractors and all Program Participants. Licensee is responsible for ensuring that all terms and conditions of this Agreement are followed by its employees, agents, contractors, and the Program Participants. Licensee will protect, indemnify and save harmless Licensor 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 Licensor by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises, any common area of the Premises or on Licensor's campus resulting from any act or omission of Licensee or its employees, agents, representatives; or invitees (b) any failure on the part of Licensee or its employees, agents, representatives or invitees to perform or comply with any of the terms of this Agreement.

10. Miscellaneous:

- a) Amendments. None of the covenants, terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed by both parties.
- b) Notices. All notices to or demands upon one party by the other given under this Agreement shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been either hand delivered, sent by overnight courier, or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the following Address; or at such other address as the party may theretofore have designated by written notice to the other party:

To Licensor: Kirkwood Community College
Attn: Amy Lasack
6301 Kirkwood Boulevard S.W.
Cedar Rapids, Iowa 52404

To Licensee: At the address for Licensee set forth in Exhibit A.

The effective date of giving of the notice shall be the day the notice is sent and the date of receipt of such notice shall be upon receipt of the notice if delivered by hand or overnight courier, or three (3) days after the date of mailing.

- c) Captions. The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.
- d) Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- e) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Iowa. Licensor and Licensee each irrevocably submit to the exclusive jurisdiction and venue of the Iowa State Courts and Federal District Court in Linn County, Iowa. Both parties irrevocably waive a trial by jury of any size.
- f) Force Majeure. It is understood that at times unavoidable delays result from causes that are beyond the control of either party ("Force Majeure Events") including acts of God, embargo and other governmental act, regulatory requests or directives, fire, floods, accidents, strikes or labor disputes, lockout, war, riot, terrorism, delay in transportation or inability to obtain necessary labor, material or facilities. Should a Force Majeure Event occur which makes it inadvisable, illegal or impossible

for Licensor to provide the Premises to the Licensee, this Agreement will be terminated, and Licensor and Licensee shall be excused from performance hereof. Licensor in such case shall be liable only for the repayment of any amounts paid to Licensor by Licensee prior thereto. In addition, Licensor reserves the right to cancel the Program if and when Licensor otherwise cancels events including classes at its campus or other locations. When Licensor closes its main college campus (Cedar Rapids, Iowa) it will result in closure of all other Kirkwood locations and facilities.

- g) Counterparts. This Agreement may be signed in any number of counterparts each of which shall be considered an original but when taken together shall constitute one document.
- h) Exhibits and Attachments. All exhibits and other items attached hereto or referred to herein are incorporated into this Agreement by reference. Licensor's campus policies are incorporated herein by this reference.

11. **Iowa Gift Law:** Licensee acknowledges that under Iowa law Licensor is a state agency. As such, both Licensor and its employees are subject to Iowa Code Chapter 68B, Government Ethics and Lobbying Act, and its requirements and restrictions. Accordingly, Licensee will, in performing its contract with Licensor, abide by the applicable provisions of Iowa Code Chapter 68B. Licensee agrees to make its representatives, agents and employees familiar with the provisions of Iowa Code Chapter 68B.

12. **No alcoholic beverages are permitted on any part of Licensor's campus and facilities including the Premises unless specifically approved by Licensor's President.**

13. Use or rental of property owned by Kirkwood Community College (KCC) does not constitute sponsorship by KCC. The KCC logo or sponsorship listing may not be used in promotional materials by an external community, individual or organization without the written consent of the KCC Marketing Services department.

14. In compliance with the State of Iowa Smoke Free Air Act, as of July 1, 2008, KCC's campus and all KCC locations are property are smoke-free. Tobacco use, including smokeless tobacco, is prohibited.

15. For safety reasons, the following items are prohibited on KCC's campus and facilities: candles, incense, firearms, indoors or outdoors fireworks, dangerous weapons including, but not limited to pistols, rifles, explosives and dangerous chemicals; live-cut Christmas trees, space heaters and other portable heating devices, dangerous substances and chemicals including, but not limited to automobile batteries, gasoline, acids, and other dangerous chemicals and latex (such as balloons). No animals will be allowed on KCC's campus or facilities, other than service animals.

This Agreement is effective as of the date first written above.

Lessee:

By: _____
Print Name: _____
Title: _____

Lessor:
Kirkwood Community College
By: _____
Print Name: Amy Lasack
Title: Senior Director of Corporate Training

EXHIBIT A

Notice Address for Licensee:

Depiction of Parking Lot