

Parade Participant Agreement

This Parade Participant Agreement [known hereafter as the "Agreement"] is executed on this _____ between _____, [known hereafter as the "Participant", "you", or "your group"] and Beaverdale Fall Festival, Inc, [known hereafter as the "Organizer", "we" or "us".]

WHEREAS, Organizer has the exclusive right to organize and conduct a parade which is to be held on Friday, September 15th, 2023 5 PM - 11 PM and Saturday, September 16th, 2023 9 AM - 11 PM in the Beaverdale - Des Moines, IA Neighborhood (hereinafter known as the 'Festival');

WHEREAS, Organizer has the exclusive right to organize and conduct a parade which is to be held on Saturday, September 16th, 2023, starting at 10 AM, in the Beaverdale - Des Moines, IA Neighborhood (hereinafter known as the 'Parade');

WHEREAS, Participant desires to promote their organization/business or otherwise participate in the parade;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties agree to the terms as follows:

1. Term of The Agreement

This Agreement will be valid upon signing and until 11:59 PM September 16, 2023.

2. Organizer Obligations

The Organizer will give the participant contribution for the following benefits:

- Parade Space
- Listing on organizer's website

3. Parade Participant Obligations

The participant agrees to pay the application fee amount of \$100 made payable to Beaverdale Fall Festival, Inc. Payment is due in full upon signing and is non-refundable except as defined in this agreement.

The participant agrees they are not permitted to solicit or accept donations before, during or after the parade and the ability to solicit donations is limited solely to the parade organizer.

The participant agrees to have all members of their organization in their assigned lineup location and ready for the parade by 9 AM.

The participant acknowledges that parade placement is determined by the Festival and will only be provided if the participant is in good standing with the terms in this agreement and only after

the participant's primary and secondary contacts have participated in the parade group leader meeting, to be scheduled in the weeks prior to the parade.

The participant agrees to secure a certificate of insurance listing the "Beaverdale Fall Festival, Inc. 4023 Urbandale Ave #13254, Des Moines, IA 50310" as additionally insured. The certificate of insurance must carry at least \$1,000,000 combined single liability limit or \$1,000,000/\$1,000,000/\$1,000,000 split limits for auto insurance. The participant will supply a copy of this certificate prior to the group leader meeting.

You agree that all parties within your group will comply with instructions and requests of parade or festival representatives, police, or other safety personnel.

You agree to not throw candy, water balloons, squirting water, or other items from your vehicle, float, trailer, etc.

Your walkers must walk to the curb and distribute candy to spectators. This will prevent the safety hazard of children darting into the street to retrieve candy.

Any entries larger than a pickup truck must have walkers on all four corners of the vehicle, near the wheels. Walkers must communicate to the driver when it is safe to resume driving.

Your group must have at least one adult supervising. If using a trailer or the back of a pickup to hold anyone under the age of 18, the adult supervising must be on the trailer or in the back of the pickup.

You are responsible to make sure that there are no more than 3 to 4 car lengths between your entry and the entry ahead of you. A parade official will ask lingering entries to close the gap.

Any motorized vehicle must be driven by an adult with appropriate drivers license to operate the vehicle.

No animals are allowed except dogs and cats, as long as they are on leashes and well behaved. You are expected to clean up after your animals.

If you or your group do not comply with any of the rules in this contract, your parade entry will be required to leave the parade route before or during the parade and you may be banned from participation in future parades or festival events.

4. Promotion Rights

During the duration of this Agreement, the organizer is granted by the participant the right to use Participant's Trademarks as described herein in advertising and promoting the participant's participation in the parade.

The participant shall have the right to use the name of the festival and parade in Participant's advertising and/or promotional campaigns.

5. Trademarks and Trade Names

Subject to the terms and conditions of this Agreement, the Participant grants the Organizer the right to use the Participant's trade names and company descriptions as provided in Participant application. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with the Festival. Nothing in this agreement will be read to guarantee that any advertising or marketing is being committed by the organizer on behalf of the Participant.

6. Warranty

Each party warrants that they have the full legal right and capacity, including having the necessary governmental licenses and permits in conducting business in the State to enter into this Agreement and comply with the necessities of their rights and obligations in accordance with its terms and conditions without violating the rights of any third person.

7. Termination

The Organizer may terminate this agreement for breach of Agreement by the Participant after giving Participant at least ten (10) days prior written notice specifying the nature of the breach and giving the Participant at least ten (10) days to resolve such breach. If breach occurs less than ten (10) days before the event, the Organizer may terminate this Agreement if breach is not resolved by the first day of the event. The Organizer may terminate this agreement and ask any Participant to leave or remove parade content due to disruptive behavior, content, or other activity to the Festival or its employees, directors, agents, volunteers, patrons, or guests during the parade, setup, or teardown. In a termination due to breach of agreement by the Participant, the Organizer shall return any materials, equipment, hardware, or software loaned by the Participant for the event, at the Participant's expense. The organizer will not refund any fees paid by the Participant. In the case of a terminated agreement the Participant understands that they may not be allowed, at the organizers discretion, to be a Participant at a future festival, parade, or event in connection with the organizer.

The Participant may terminate this Agreement for breach of Agreement by the Organizer after giving Organizer at least ten (10) days prior written notice specifying the nature of the breach and giving the Organizer at least ten (10) days to resolve such breach. If breach occurs less than ten (10) days before the event, the participant may terminate this Agreement if breach is not resolved by the first day of the event. In a termination due to breach of agreement by the Organizer, the organizer agrees to refund all fees already paid back to the Participant.

8. Force Majeure

A cancellation of the festival or any events planned in conjunction due to severe weather, pandemic, act of government, act of god, or other reason beyond the organizer's control shall not constitute a breach of this contract.

In the event of a cancellation of the parade at the organizer's discretion due to severe weather, the participant may choose to have half of their application fee refunded or roll their parade

application into the 2024 year. The request must be made in writing. A rescheduling of the parade when on the same day shall not be considered a cancellation.

9. Independent Contractor

Parties agree that this Agreement will not be construed as having an employer-employee relationship, an agency, partnership, joint venture, or any other similar legal or business relationship other than independent contractors. Neither party is allowed to represent the other whether or not consented by the other.

10. Indemnity

The Participant will indemnify, defend, and hold the organizer harmless from and against any claims relating directly or indirectly to, or arising out of, content posted on the Participant's respective website, use of Participant materials, or use of Participant's logos and trademarks.

The Organizer will not be responsible for damage to or loss of property belonging to the Participant, its employees, contractors, or agents or for personal injury to the Participant's employees, contractors, agents, directors, or invitees except to the extent that claims may be solely and directly attributed to willful misconduct or gross negligence of the Organizer and Organizer's employers, directors, or officers.

You will give the Organizer prompt written notice of any suit or claim that comes within the purview of these indemnities.

11. Limitation of Liability

In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability, or otherwise.

The participant certifies that they possess adequate liability insurance coverage for their parade entry.

12. Assignment

Neither party may assign, transfer, or delegate any of its rights and obligations hereunder, without the prior written consent of the other.

The Participant acknowledges that they are not allowed to share or sublet their parade space to another participant, organization, or business

13. Miscellaneous

The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

This Agreement will supersede any or all prior oral or written forms of understanding between the Participant and Organizer. Should any provision in this Agreement be construed and held invalid by any competent court, the rest of the remaining provisions hereof shall remain valid and enforceable. This Agreement may not be amended or modified except when one or both parties execute amendments in writing and amendments are signed by both parties.

The Parties agree that this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first above written.

Beaverdale Fall Festival, Inc
Organizer

Participant

Date

Date

Name

Name

Title

Title

Signature

Signature