

The Amana Colonies Festivals Inc (ACFI), in conjunction with Koru Berry Farm, Price Creek Events Center, Historic Sites Foundation, Hotel Millwright, Anyway You Wish Weddings, Amana RV Park & Event Center and Amana Colonies Convention and Visitors Bureau, is hosting the second annual Amana Colonies Wedding Showcase on February 25th, 2024 at Koru Berry Farm in Homestead - Amana, Iowa.

THE LEGAL STUFF

1. **Deadlines.** Any vendor wishing to participate in the event will read the agreement below and return the signed form to the ACFI Event Manager with payment by February 2nd, 2024 to confirm their spot.
2. **Fees.** The applicable Vendor Fee may be paid by checks payable to "ACFI." Payment by credit card may be arranged by contacting events@amanacolonies.com and are subject to a 3% card processing fee. In the event the Vendor fails to pay the applicable Vendor Fee in full by the Deadline, ACFI in its sole discretion may immediately cancel and terminate this Agreement by written notice to Vendor, in addition to any other remedies to which ACFI may be entitled.
3. **Disclaimer of Warranties.** ACFI makes no warranties with respect to the Event or Vendor's participation in it. All goods and services provided by ACFI with respect to the Event are provided "AS IS".
4. **Compliance with Rules and Laws.** Vendor agrees to comply with the terms and conditions of this Agreement, all rules of the Event Location applicable to the use of its facilities and with all applicable laws, regulations and ordinances. Vendor agrees that if any of such terms, conditions, rules, laws, regulations or ordinances are violated, ACFI, in its sole discretion, may terminate this Agreement immediately, and no refund will be issued to Vendor. All decisions of ACFI with respect to enforcement of the terms and conditions of this Agreement are final, binding and absolute and not subject to inquiry or appeal.
5. **Limitation of Liability.** In no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages. Notwithstanding anything else in this Agreement, ACFI's liability for any claim against ACFI shall be limited to the Vendor Fee actually paid by Vendor to ACFI.
6. **Indemnity and Insurance**
 - a. ACFI shall not be responsible for any loss of or damage to property of Vendor, its employees, agents, contractors or for any personal injury to Vendor's officers, directors, employees, agents, contractors and/or invitees except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of ACFI, its directors, officers, and/or employees.

- b. Vendor shall indemnify, defend, and hold harmless ACFI, its affiliates and their shareholders, directors, officers, employees, and agents from and against any and all claims and other liabilities (including reasonable attorney's fees) that are caused by, arise from, or grow out of the negligent acts or omissions of the Vendor, its affiliates, and all of their respective officers, directors, employees, representatives, servants, invitees, patrons, or guests, or relating directly or indirectly to, content on their respective web sites, use of Vendor's trademarks and logos, and Vendor Materials. Vendor will give ACFI prompt written notice of any claim or suit coming within the purview of these indemnities.
7. Representations. Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.
8. Term and Termination
 - a. Term. Subject to the terms and conditions herein, this Agreement shall be effective upon the Effective Date and shall continue through a date one week past the Event date, unless earlier terminated as otherwise provided in this Agreement (the "Term").
 - b. Termination by ACFI. ACFI shall be entitled to cancel the Event and/or terminate this Agreement at any time for any reason. In the event ACFI terminates this Agreement for any reason other than Vendor's breach ACFI shall refund any fees received from Vendor, and at Vendor's expense, return any materials, and equipment, hardware and/or software loaned by Vendor for the Event.
 - c. Termination by Vendor. Vendor may terminate this Agreement for breach by ACFI after giving ACFI at least ten (10) days prior written notice specifying the nature of the breach, and giving ACFI no less than ten (10) days to cure such breach. In the event such breach remains uncured at the end of the notice period, this Agreement shall terminate on the tenth day. If breach occurs fewer than ten (10) days prior to the Event, Vendor may terminate this Agreement for breach if such breach is not cured by the first day of the Event.
 - d. Effect of Termination. If ACFI terminates this Agreement for Vendor's breach, ACFI shall retain any fees received from Vendor which fees shall be due and payable notwithstanding any such termination. Any equipment, materials and hardware or software of Vendor shall be returned at the end of the Event and, in the interim, may be used for the purposes contemplated herein notwithstanding such termination. If Vendor terminates for ACFI's breach, Vendor shall be entitled to seek a full refund of any fees paid and for the return of any equipment, materials and hardware or software of Vendor.
9. Miscellaneous
 - a. Notices. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) sent by air express courier, charges prepaid; or (iii) sent via email with receipt verified, and sent to the address provided in

this Agreement, or to such other address as provided to the other party as provided herein. All notices, matters and questions concerning this agreement or the Event should be directed to ACFI as follows:

- i. Dana Jensen, ACFI 622 46th Avenue Amana, Iowa 52203
 - ii. Phone: 319-622-7010
 - iii. Email: events@amanacolonies.com
- b. Relationship. This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.
 - c. Governing Law. The laws of the state of Iowa shall govern this contract, without regard to Iowa's choice of law rules. The state and federal courts located in Iowa County, Iowa shall have exclusive jurisdiction over all suits and proceedings arising out of or in conjunction with this contract. The parties hereby submit to the jurisdiction of said courts for the purpose of any such suits or proceedings.
 - d. Assignment. Vendor may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of ACFI. All of the terms and provisions of this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and permitted assigns of the parties.
 - e. Force Majeure. ACFI shall not be liable for delay or failure of performance with respect to this Agreement caused by an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, terrorist attacks, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of ACFI ("Force Majeure Events"). In such event, ACFI shall at its option be entitled to retain such reasonable portion of the Vendor Fees as required to compensate ACFI for expenses incurred up to the time of the Force Majeure Event.

THE FUN STUFF

Vendor Fees

The Vendor fee is \$300 and includes the following:

- A 8' x 8' space at the venue
- One (1) 8' table
- Two (2) chairs
- Access to electrical outlet(s) if needed
- Internet Access if needed
- Listing in the event program/map
- A leads list from the door prize registration

Food and Beverage vendors who commit to providing samples to attendees free of charge will receive all of the above benefits at a prorated fee of \$200

Members Businesses of the Amana Colonies Convention and Visitors Bureau will receive all of the above benefits at the Member rate of \$150.

All vendors MUST provide services to weddings held in the Amana Colonies in order to participate.

Vendor Name:

Address:

Phone Number:

Email:

Vendor Name as it should appear in promotional materials:

Day of Event Contact Name:

Contact Phone Number if different from above:

Preferred contact method: Email Phone

Type of Product/Services offered:

Have you provided product/services in the Amana Colonies before: Y N

If No, are you will and able to provide product/services to Weddings in the Amana Colonies: Y N

Want to get more out of your Amana Colonies Wedding Showcase experience? Contact Dana Jensen about sponsorship opportunities to get access to extra promotional opportunities, social media exposure, and more.