



Bike to Work Day

May 17, 2024
7am to 9am
Exhibitor Agreement

EVENT

Program: Bike to Work Day
Date: May 17, 2024
Set-up Hours: Thursday, 5/16 from 3:00 pm – 5:00 pm & Friday, 5/17 5:30 am – 6:30 am
Expo Hours: **Friday 7:00 am- 9:00 am**
Location: RiverScape MetroPark

COMMUNICATION

Five Rivers MetroParks (MetroParks)

Angela Moore
Outdoor Recreation Event Specialist
409 E. Monument Ave, 3rd Floor
Dayton, OH 45402
937-274-4502
angela.moore@metroparks.org

FINANCIAL COMMITMENT

- Exhibitor spaces are free for this event
- One (1) 10 x 10 space provided unless extra space is requested prior to May 1, 2024.

FIVE RIVERS METROPARKS WILL:

- Provide 1 table and 2 chairs for the exhibitor.
- 10 x 10 pop-up tent and weights are required (if the exhibitor does not have these items, they must request this from MetroParks prior to May 1, 2024).
- Provide electricity, if notified by vendor prior to May 1, 2024 (vendor should bring their own 100 ft. extension cord).
- Provide the Exhibitor with a copy of this Exhibitor Agreement Form.
- Provide necessary information and assistance upon exhibitor arrival and stay throughout the event.
- Provide additional space if requested and available, on a first come, first served basis.

EXHIBITOR RESPONSIBILITIES

PARTICIPATION

- Highlight cycling or cycling competitions, equipment, or themes in your booth space.
- Participate in the duration of the event by staffing your exhibitor space and interacting with the public from 7am-9am on Friday, May 17, 2024.

- Stay within assigned exhibit space even if it appears an open area exists near your space.

SET UP AND TEAR DOWN

- Exhibitor set-up is 3:00 pm – 5:00 pm on Thursday, May 16.
- Tear-down can begin no earlier than 9:00 am on Friday, May 17.
- Provide all necessary banners, brochures, promotional displays, and materials (i.e., zip ties) for your exhibitor space set-up.
- Display posters, banners and fliers only on the booth structure provided.
- Provide an extension cord and power strip if electricity is requested.
- Provide a 10 x 10 pop up tent and weights (if the exhibitor does not have these items, they must request this from MetroParks prior to May 1, 2024).

SAFETY

- Abide by all applicable federal and state laws, rules and regulations including directives of Five Rivers MetroParks.
- Conduct activities so as not to endanger any person.

STATEMENTS OF UNDERSTANDING

- Five Rivers MetroParks and **Exhibitor** agree to the listed arrangements.
- Five Rivers MetroParks expects this and associated activities to be managed by the exhibitor to the industry standard in terms of risk management and professionalism.
- Exhibitors and participants understand and agree that Five Rivers MetroParks is not responsible for their safety or well-being, during or after participation in this event. Furthermore, Five Rivers MetroParks is not responsible for the safety or well-being of vehicles, and/or any personal property that have been brought to RiverScape MetroPark.
- **FORCE MAJEURE**
Neither party will hold the other liable for failure to comply with any terms or conditions of the Agreement when such failure to comply has been caused by fire, labor dispute, strike, war, insurrection, terrorism, government restriction, or acts of God beyond the reasonable controls of the parties, provided the party failing to comply uses all reasonable diligence to remedy such failure as promptly as practicable.
- **HOLD HARMLESS AGREEMENT**
Exhibitor shall indemnify, and hold harmless, Five Rivers MetroParks and its respective officers, directors, affiliates, partners, volunteers, and employees against all claims, damages, losses, and expenses, including but not limited to, reasonable attorney’s fees and charges, and court and arbitration costs, arising out of or in any way connected with or related to: (a) **Exhibitor’s** breach of this Agreement; or (b) personal injury, illness, death, economic loss, and property damage arising out of the negligent performance of the exhibitor’s responsibilities listed above.

TERM OF AGREEMENT

1. Any exhibitor that violates any of the responsibilities outlined in this agreement may be asked to immediately leave the event and will lose the privilege to reserve space in the future events with Five Rivers MetroParks.
2. Five Rivers MetroParks reserves the right to limit and/or deny the admittance of any exhibitor or participant and any such items that are not representative of cycling or cycling competitions, equipment, or themes.
3. **Exhibitor agrees to this document by clicking “yes” on question #1 of the [exhibitor application](#).**

PRIMARY CONTACTS

I have read and understand the responsibilities of reserving space with Five Rivers MetroParks and am aware of the penalties for violations. I will communicate the details of this agreement to all necessary parties.

Exhibitor agrees to this document by clicking “yes” on question #1 of the [exhibitor application](#).