

2026 RAGBRAI OVERNIGHT EVENT OPERATING AGREEMENT

This Operating Agreement (the “Agreement”) is entered into this _____ day of _____, 2026, by and between the City of Dyersville, Iowa, a municipal corporation (hereinafter the “City”), and Dyersville Events, Inc., an Iowa non-profit corporation (hereinafter “Dyersville Events”).

RECITALS

- A. The City of Dyersville entered into a 2026 Overnight Town Agreement with Ventures Endurance, LLC d/b/a RAGBRAI (the “Town Agreement”), approved by the Dyersville City Council through Resolution No. 09-26 on February 2, 2026, establishing the terms and conditions under which the City will host the RAGBRAI overnight stay on Friday, July 24, 2026.
- B. The Dyersville City Council adopted Ordinance No. 877 (the “Ordinance”), establishing a Clean Zone, granting a lease of city-owned property to Dyersville Events, and regulating the 2026 RAGBRAI overnight event within the City of Dyersville.
- C. Dyersville Events is a non-profit organization willing and able to serve as the official host and operator of the Event on behalf of the City.
- D. The Dyersville City Council has approved this Agreement by Resolution No. 29-26.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish the responsibilities of the City and Dyersville Events for the planning, management, and operation of the 2026 RAGBRAI overnight event (the “Event”) to be held in the City of Dyersville on Friday, July 24, 2026.

Section 2. Term. This Agreement shall be effective upon approval by the Dyersville City Council and shall remain in effect through July 27, 2026, or until all obligations of the parties hereunder have been fulfilled, whichever is later.

Section 3. Incorporation of Ordinance and Town Agreement. The terms and conditions of Ordinance No. 877 and the 2026 Overnight Town Agreement between the City and Ventures Endurance, LLC d/b/a RAGBRAI are hereby incorporated into this Agreement by reference. In the event of a conflict between this Agreement and the Ordinance, the Ordinance shall control.

Section 4. Obligations of Dyersville Events, Inc. Dyersville Events agrees to the following:

- a. Serve as the official host and operator of the Event and fulfill the City’s obligations under the Town Agreement as they relate to the operation and hosting of the Event, including but not limited to vendor management, volunteer coordination, entertainment, food and beverage service, parking, trash collection, and compliance with the official RAGBRAI Overnight Town Handbook guide.
- b. Manage all vendor applications, vendor permits, vendor placement, and vendor activities associated with the Event.

- c. Obtain all licenses and permits required under local, state, and federal law for the sale of alcoholic beverages and food at the Event.
- d. Comply with all applicable rules and regulations of the Iowa Department of Health and Human Services and the Dubuque County Board of Health pertaining to the sale and dispensing of food at the Event.
- e. Procure and maintain special events insurance in accordance with the City of Dyersville Insurance Schedule Policy, naming the City as an additional insured, and furnish certificates of insurance to the City prior to the commencement of the lease period on July 20, 2026.
- f. Coordinate with the City Administrator, or his or her designee, on all matters related to the planning, setup, operation, and breakdown of the Event.
- g. Comply with all terms and conditions of the Ordinance, the Town Agreement, and all applicable local, county, state, and federal laws and regulations.
- h. Pay cash rent in the amount of One Dollar (\$1.00) to the City for the lease of city-owned property as provided in the Ordinance.

Section 5. Obligations of the City. The City agrees to provide the following resources and services at no cost to Dyersville Events in support of the Event:

- a. Potable water access at the Event venues.
- b. Sewer service access at the Event venues.
- c. Electrical service access at the Event venues.
- d. Trash disposal services, including dumpsters, during the lease period.
- e. Public safety personnel, including local law enforcement and emergency medical services, in numbers adequate to ensure the safe operation of the Event.

Section 6. City Administrator as Official Representative. The City Administrator, or his or her designee, shall serve as the City's official representative for all matters arising under this Agreement. As authorized by Section 5 of the Ordinance, the City Administrator has full authority to administer and enforce this Agreement, approve the use of additional city-owned property, direct the allocation of city resources, and take all actions reasonably necessary to ensure the successful conduct of the Event without further City Council action.

Section 7. Event Revenue. Dyersville Events shall receive the overnight host proceeds provided by RAGBRAI under the Town Agreement for the purpose of funding the planning, management, and operation of the Event. Dyersville Events shall be entitled to retain all revenues generated from food sales, beverage sales, vendor fees, and the sale of local non-RAGBRAI-branded merchandise at the Event.

Section 8. Insurance and Indemnification. The insurance and mutual indemnification provisions of the Ordinance (Sections 14 and 15) are incorporated herein and shall apply to the parties under this Agreement with the same force and effect as if fully restated.

Section 9. Compliance with Law. Both parties shall comply with all applicable local, county, state, and federal laws, ordinances, and regulations in the performance of their obligations under this Agreement.

Section 10. Entire Agreement. This Agreement, together with the Ordinance and the Town Agreement incorporated herein, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written instrument signed by both parties.

Section 11. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF DYERSVILLE, IOWA

Mick J. Michel, City Administrator

DYERSVILLE EVENTS, INC.

Mike Decker, President

Approved by Dyersville City Council Resolution No. 29-26 on the 6th day of April, 2026.