











Exhibitor \_\_\_\_\_\_ Booth \_\_\_\_\_

DISCOUNT DEADLINE:

# NO SERVICES WILL BE RENDERED UNTIL THIS DOCUMENT IS COMPLETED, SIGNED AND RETURNED TO EXPO

# **ADVANCE AND/OR FLOOR ORDERS:**

All Orders require ADVANCE PAYMENT for initial estimate of charges for services AND a VALID CREDIT CARD with proper authorization be provided to EXPO. You may prepay with a check written on your company, but a credit card is required by EXPO to ensure any unexpected charges, such as additional freight, clean-up costs, etc., are paid at the time the Show closes.

## THIRD PARTY ORDERS:

If you choose to contract work to a Display or Exhibit house/company and/or require services from EXPO, the Payment Policy presented above shall apply. EXPO must be notified, in writing, a non-official contractor form and COI must be submitted, from exhibiting company of any other display or exhibit company involved in the set up or breakdown of exhibits. The exhibiting firm is ultimately responsible for payment of all costs incurred on its behalf. If a third party is to be invoiced for certain items or services, please complete and submit Expo's Third Party Payment Policy prior to placing order.

# DRAYAGE TO WAREHOUSE OR SHOW SITE AND/OR LABOR:

EXPO's Payment Policy must be adhered to by Exhibitor prior to any freight being shipped to EXPO. All charges for freight, assembling, shipping, handling and any other must be prepaid. If adjustments or additional charges are required at Show Close, they will be charged to the enclosed Credit Card provided, unless Exhibitor provides an additional form of payment prior to the charge being processed. EXPO is not responsible for any damage or loss of your freight, please secure round trip insurance from your company insurance carrier.

#### **ALL CHARGES:**

All charges/costs requested by Exhibitor MUST be PAID IN FULL before services are rendered, and any adjustment and/or additional charges must be paid by Show Close. Such costs will be charged to Exhibitor's credit card provided unless prior arrangements have been made. All checks must be drawn on a U.S. bank, and there will be a minimum charge of \$39 for each NSF check written to EXPO.

## **ADJUSTMENTS/REFUNDS:**

Exhibitors are responsible for ensuring services are rendered as ordered prior to the Show opening. All requests for adjustments must be made on site prior to the Show's closing. EXPO will not be responsible for adjustments after the Show closes unless prior arrangements have been agreed to in writing by EXPO.

Refunds: A 6% processing fee will be added to all orders prior to refunding a credit balance of any type.

#### SALES TAX:

Applicable city, county and state sales tax will apply. If any Exhibitor is exempt from paying sales tax, it is the Exhibitor's responsibility to provide EXPO with its tax exempt certificate prior to orders being processed. If not provided and exhibitors requests tax to be removed a 6% processing fee will apply before refund.

# **CANCELLATION POLICY:**

On-site exchanges/cancellations of any orders/furnishings will be assessed a 100% pick-up fee. In the event of a natural disaster, acts of God or terrorists, which result in the cancellation of this event, EXPO will be entitled to a fee equal to the percentage of work completed by EXPO. This percentage will be determined solely by EXPO. In the event the deposit received exceeds the percentage of work completed, EXPO will refund the excess deposit.

#### **COLLECTION POLICY:**

In the event this contract is turned over to an attorney for collection or dispute, EXPO will be entitled to reasonable attorney fees.

Return via fax 305-751-1298 or email info@expocci.com
We accept American Express, Visa, MasterCard and Discover for your convenience.
No checks will be accepted at show site.

Exhibitor:		Contact Name:		Booth:	
Address:					
City:	State:		Zip:	Country:	
Phone:			Email:		
Credit Card Used For Payment: No.:				Expires	
Security Code: (The			a 3 numbers on back of card or for Amex the 4 numbers on the front)		
Billing Address for credit card:					
City:			State:	Zip Cod	le:
Credit Card Holder (Print Name as it appears on card):					
Card Holder Signature:					

\*\*\*\*\*\*Cardholder hereby authorizes EXPO to charge credit card described herein for all charges incurred by Exhibitor and has read, understands, and agrees to all forms in the exhibitor manual and agrees to pay all charges as described in Cardholder Agreement. All estimated charges must be paid in ADVANCE, AND a valid credit card must be on file with EXPO authorizing payment for modified and/or additional charges. All Charges must be paid by end of Show.

DISCOUNT DEADLINE:

# **PAYMENT POLICY**

Show Site Orders: Services ordered at show site will require full payment at the time the order is placed. Purchase orders may not be used in lieu of payment. Regular prices will apply to all show site orders. Floor orders are limited to availability.

Third Party Orders: If you contract your work to a display or exhibit house and require services from EXPO, the payment policy stated above applies. Please pass this information on to them. A Third Party Payment form must be completed and submitted three weeks prior to show opening. Ultimately the exhibitor is responsible for payment if the third party's

payment is declined.

Invoices: Prior to close of show, an Invoice will be prepared and delivered to your booth for your review. Credits will be issues at show site only. If you have any questions, or want to pay your invoice by check or cash, please see our customer service representatives at the service desk on site.

Charges: All charges, regardless of amount, must be paid In full by cash, check or credit card. If credit card method is used, please ensure that the card limits are high enough to cover your expected charges.

Past Due Accounts: The Exhibitor understands that there will be a 10% monthly (120% per year) finance charge on past due accounts and agrees to pay all costs incurred by EXPO Convention Contractors, Inc. while endeavoring to collect this account.

Outbound Services: All outbound services will be processed on your credit card. A copy of the receipt and invoice will be emailed within 10 days of the close of the show. International Customers: International customers must pay for all services In U.S. funds. A \$50 service charge will be added for processing checks or wire transfers drawn on foreign banks.

U.S. Wire Transfers: A \$30 service charge will be added for processing U.S. wire transfers. Please complete the wire transfer portion of the Payment Authorization form. The credit card portion of the form must still be completed before your order will be processed.

Tax Exempt Status: If you are tax exempt in the state where the show is held, a copy of the certificate must accompany your order.

Rental Responsibility: All materials are on a rental basis and shall remain the property of EXPO. The customer shall be held financially responsible for any damage to EXPO equipment used by the customer.

Price Quotes: Prices quoted are for the duration of the show and include installation, rental, and removal, except where indicated.

Default Colors: If skirting and carpet colors are not selected, show colors will prevail.

Exchanges and Cancellations: On-site exchanges and cancellations of any orders/furnishings will be assessed a 100% pick -up fee.

Refunds: A 6% processing fee will be added to all orders prior to refunding a credit balance of any type, all credits will be done post show

## **DEFINITIONS AND EXPO RESPONSIBILITIES**

The name "EXPO" shall be construed within the meaning of this contract as EXPO Convention Contractors, Inc., Inc. and its employees, officers, agents, and assigns including any subcontractors EXPO may appoint. The term "exhibitor" refers to any party who contracts for services with EXPO. EXPO shall be responsible only for those services which it directly provides, and hereby agrees to execute its contracted duties in good faith. EXPO assumes no responsibility for any person, parties, or other contracting firms not under EXPO's direct supervision and control. EXPO shall not be responsible for loss, delay or damage due to strikes, lockouts, work stoppages, natural elements, vandalism, acts of God, civil disturbances, power failures, acts of terrorism or war, or any other causes beyond EXPO's reasonable control; or for ordinary wear and tear in the handling of materials. Due to the security and liability requirements, EXPO personnel will unload all vendor materials from the loading docks to the booths

## INDEMNIFICATION

The exhibitor agrees to indemnify, forever hold harmless and defend EXPO and its employees, officers and agents from and against any and all claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses on account of personal injury or death, damage to or loss of property or profits arising out of, or contributed to by any of the following: (1) exhibitor's negligent supervision of any labor secured through EXPO or the negligent supervision of such labor by any of the exhibitor's employees, agents, representative, invitees, and/or exhibitor appointed contractor (EAC); (2) exhibitor's negligence, willful misconduct, or deliberate act, or such actions of exhibitor's employees, agents, invitees, representatives, or EACs at the show to which this contract relates, including but not limited to the misuse, improper use, unauthorized alteration or negligent handling of EXPO equipment; or (3) exhibitor's violation of Federal, State or Local ordinance; or violation of show regulations and/or rules as published by the Facility and/or Show Management.

## CLAIM(S) FOR LOSS AND PAYMENT FOR SERVICES

Exhibitor agrees that any and all claims for loss or damage shall be submitted to EXPO prior to the conclusion of the show when alleged loss or damage occurred prior to that time, and in all cases within 30 days of the conclusion of the show. For claim reporting purposes, the "conclusion" of the show shall be construed as the end of the day on which exhibitor must vacate the show site. All claims reported after the 30-day period will be rejected. In no event shall a suit or action be brought against EXPO more than one year after the date that loss or damage occurred. Payment for services may not be withheld. In the event of any dispute between EXPO and the exhibitor relative to any loss or damage claim, the exhibitor shall not withhold payment for EXPO services as an offset against the amount of the all eged loss or damage.

Any claim against EXPO shall be considered a separate transaction and shall be resolved on its own merit. EXPO'S LIMITS OF LIABILITY.

# **EXPO'S LIMITS OF LIABILITY**

If found liable for any loss or damage, EXPO's sole and maximum liability for loss or damage to exhibitor's materials will be limited to the repair or replacement with like kind and quantity, subject to a dollar amount not to exceed \$5.00 (five dollars) per pound based on the weight of the articles for which EXPO specifically acknowledges receipt in writing. EXPO shall in no event be liable for collateral, exemplary, indirect costs or damages, or loss of sales resulting from, or related to, a claim for loss of or damage to material.

## INBOUND AND OUTBOUND SHIPMENTS

Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of the exhibitor or his representative. During such time, the materials will be left unattended. EXPO is not, and cannot be, responsible for loss, damage, theft, or disappearances of exhibitor's materials after same have been delivered to the exhibitor's booth. Similarly, there may be a lapse of time between the completion of packing and the actual pick up of exhibitor's materials from the booth for loading onto a carrier. During such time, the materials will be left unattended. EXPO shall not be responsible for loss, damage, theft, or disappearance of exhibitor's materials before same have been picked up for loading after the show. All materials will be checked at the booth at the time of loading using document(s) submitted by the exhibitor and notations of exceptions to conditions of materials, or piece counts will be made on said document. EXPO assumes no responsibility for loss, damage, theft, or disappearance of exhibitor's materials after same have been delivered to exhibitor's appointed carrier or agent for transportation after the show. EXPO loads materials onto the carrier's truck under the supervision of the carrier driver who checks and signs for the materials. EXPO assumes no liability for any materials after the carrier assumes custody of materials. If exhibitor's designated carrier fails to show by the moveout deadline after a show, EXPO shall have the authority to route exhibitor's shipment via an alternate carrier, or return shipment to a local warehouse for disposition at exhibitor's expense.

Based on show move-in/moveout schedule and/or late driver check-in, an overtime surcharge per occurrence applies to shipments handled at show site during overtime hours. Your advance warehouse shipments may be received during straight time, but due to scheduling conflicts beyond EXPO's control may be moved into the exhibit hall on overtime. Drivers picking up outbound shipments will be sequenced for loading ONLY after a bill of lading is submitted to the EXPO Service Desk.

# PACKAGING, CRATES AND EMPTY CONTAINERS

EXPO shall not be responsible for surface damage to loose or uncrated materials, pad-wrapped, or shrink-wrapped materials. EXPO shall not be responsible for concealed damage, damage to carpets in bags or poly, or damage to materials improperly packed. EXPO shall not be responsible for crates and packaging unsuitable for handling, partially assembled, or having prior damage. Affixing "Empty" storage labels to containers is the sole responsibility of the exhibitor or his representative. All previous labels should be removed. EXPO assumes no responsibility for removal or misdelivery of containers with old labels or incorrect information on labels or for loss or damage to materials stored in containers labeled "empty."