



Ways to Order

This Exhibitor Service Manual contains various equipment rental and service order forms for your information and use. In addition to Modern Expo & Event forms, you may find forms enclosed for services provided by the convention facility or other providers. Please pay special attention to ensure that all forms and payments are directed to the proper provider indicated on each order form. There are three convenient ways to place your orders with Modern Expo & Events:



Online:

Login & Place Orders at:
www.modernexpo.com
First-time users will need to register. Please click on the "Register" box and follow prompts.



Fax:

Fax completed order forms to:
(801) 521-3040



Mail:

Mail completed order forms and payment to:
Modern Expo & Events
3370 W 500 S
Salt Lake City, UT 84104

Exhibitor Terms & Conditions

YOU ARE ENTERING INTO A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE: The terms and conditions set forth below, together with any applicable Order, become a part of this agreement (the "Agreement") between Modern Display Service, Inc. DBA Modern Expo & Events ("ME&E") and you, the Exhibitor. You are agreeing that you have been fully advised, understand completely, and are willing to accept the following terms and conditions. By exhibiting, ordering or receiving goods or services, requiring transportation of goods to or from, or acting as an agent for an exhibitor, at an event at which ME&E is the designated service contractor, you accept and agree to be bound to the terms and conditions set forth herein.

DEFINITIONS:

For the purposes of this Agreement, "ME&E", "Modern", "we", or "us" means Modern Expo & Events, a registered DBA of Modern Display Service, Inc., a Utah Corporation, and its employees, directors, officers, agents, assigns, affiliated companies and related entities not limited to any subcontractors we may appoint. "Exhibitor" or "you" means the exhibitor as set forth in an applicable Order, its employees, directors, officers, agents, representatives or any exhibitor appointed contractor ("EAC") which may act on behalf of the exhibitor. "Order" means the purchase order, work order or other similar order form accompanying these terms and conditions, which, together with the terms and conditions set forth herein, comprise the entire Agreement between ME&E and the Exhibitor.

PAYMENT TERMS:

We require 100% payment with Order for rentals, services, anticipated material handling and drayage charges, and applicable sales tax. We require a valid credit card on file prior to the acceptance of any Order. We accept VISA, MASTERCARD, AMERICAN EXPRESS and DISCOVER cards. By providing your credit card number and information to us via a Payment Authorization form or placing Orders online, you agree that we may place your credit card information on-file to be used for any additional show site services or future purchases. Your credit card information will remain on-file for the duration of the event. Full payment must accompany all orders and be received by our office prior to the applicable deadline date to qualify for any discounted or advance order rates. All orders received after applicable deadlines will be charged at standard rates.

PLEASE NOTE THAT PURCHASE ORDERS ARE NOT ACCEPTABLE AS A FORM OF PAYMENT.

We accept company checks, drawn on a US bank as a form of payment. We do not accept personal checks as payment.

To pay by check, mail your check, along with your Order to:

Modern Expo & Events
3370 W 500 S
Salt Lake City, UT 84104

We accept ACH and Wire Transfers as a form of payment. For ACH or Wire Transfer information, please call our Exhibitor Service team at (801) 983-8160.

All invoiced amounts are due upon receipt of invoice. ME&E does not offer credit terms. Any unpaid balance after the close of the show will accrue interest at the rate of 1.5% per month (18% per annum). You are responsible for all costs and fees incurred by us that are associated with collecting your unpaid balance. These may include, but are not limited to: reasonable attorneys fees, court costs and other collection costs.

You are responsible for the payment of all sales, use or other similar taxes that due in connection with the performance of this Agreement. If you claim Tax Exempt status, you must provide us, in advance, a valid Tax Exemption Certificate issued by either the local taxing authority of the location in which the event is taking place, or, if you claim federal tax exemption, by the United States Government.

You are primarily responsible for they payment of all third-party charges. In the event that you contract with an exhibit house or enlist the services of an Exhibitor Appointed Contractor to handle your display/exhibit and order any services on your behalf, ME&E will agree to third-party billing provided that the Third-Party Payment Authorization Form and Exhibitor



Exhibitor Terms & Conditions (cont'd)

Appointed Contractor Form ("EAC") are completed and returned in advance. By providing the Third-Party Payment Authorization Form, the Exhibitor agrees that they are primarily responsible for the payment of all charges. In the event the named third-party or EAC fails to pay all charges, such charges will be paid by the Exhibitor upon submission of an invoice, including any and all fees associated with the collection of this account.

Copies of invoices may be obtained from the Exhibitor Service Desk prior to the close of the show. No credit will be given after the close of the show for any items or services ordered, but claimed not to have been received. Cancellation of service(s) made prior to the delivery or execution of the service are subject to a 50% cancellation fee. Cancellation of service(s) made after delivery or execution of service are subject to a 100% cancellation fee.

MODERN EXPO & EVENTS' RESPONSIBILITIES:

We are only responsible for those services that we provide directly to you. We are not responsible for any persons, parties or other contracting firms not under or direct supervision and control. We are not responsible for loss, delay or damage due to strike, lockout, work stoppages, weather, natural disaster, vandalism, civil disturbance, power or other utility failures, acts of terrorism, war or threat of war or war-like actions, acts of God or other cause beyond our reasonable control. Nor are we responsible for ordinary wear and tear in the handling of materials. We will provide material handling services as your agent, not as bailee or shipper, and shall have no responsibility or obligation thereunder.

PACKAGING AND CRATES:

We shall not be responsible for damage to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly wrappings, or for improperly packaged materials. In addition, we are not responsible for crates and packaging materials which are unsuitable for handling, in poor condition or have prior damage. Crates and packaging should be of a design that adequately protects the contents for handling by forklift and other mechanical means.

STORAGE:

We are not responsible for loss or damage to crates, containers or packaging materials or the contents therein while containers are in storage, including but not limited to exhibitor accessible storage or cold storage. You acknowledge that storage charges are for use of space and are not a form of security or insurance from loss.

Empty container labels will be available at the Exhibitor Service Desk. Affixing labels to containers is the sole responsibility of the Exhibitor or its representatives. All labels from prior events should be removed or covered. We are not responsible for your failure to follow these procedures; removal of containers with old empty labels or without ME&E labels; shipping of containers with improper information or empty labels; or the removal or disposition of materials stored in containers with empty labels. You understand that the labels are used for storage of empty containers only and that we are not liable for loss or damage to any contents while containers are in storage, or for any mislabeled containers.

SHOW SITE:

You are solely responsible for damage or loss to any rental items in your possession or under your control in connection with your performance hereunder, including but not limited to damage or stains to carpet, furniture or other items. Neither you or your EAC may use any type of mechanical lift on the exhibit floor, including but not limited to forklifts, pallet jacks, or man lifts.

Our working hours are subject to change due to holidays, time of day or night worked, amount of time worked and specific facility or union requirements. The normal categories of hourly labor charges are: straight or regular time, overtime, double time and holiday pay. Such hours and charges are set forth on the applicable Order.

INBOUND SHIPMENTS:

Shipments may be delivered to your booth space prior to you or your representatives arrival, during which time the material will be left unattended. We are not liable or responsible for any loss, damage, theft or disappearance to your materials after they have been delivered to your booth site.

We are not responsible for shipments received without individual freight bills, such as UPS, FedEx or other carriers who deliver in bulk and who do not wait for piece/shipment counts or verification of condition for individual shipments. Such shipments are subject to verification and correction of count and condition and our receiving documents indicating any exceptions as delivered shall take precedence over shipper's signature of receipt.

OUTBOUND SHIPMENTS AND ITEMS LEFT AT SHOW SITE:

There may be a period of time between the completion of packing your materials for outbound shipment and the actual pick-up of those materials from your booth for loading onto a carrier during which time materials will be left unattended. We are not liable or responsible for any loss, damage, theft or disappearance to your materials after they have been readied for shipment and the time they are picked up from your booth space.

We are not responsible for shipments left in your booth or other areas of the exhibit space or dock areas. We will count and ship pieces as we find shipments when we removed them from the exhibit space. Circumstances may also necessitate that these items be removed to our warehouse or other remote facility and shipped from there. You are responsible for any additional charges that may result from shipments left on-site without proper shipping instructions or for materials abandoned on site. You should ensure your materials against loss, damage or theft.

All Material Handling Forms submitted to us by you will be checked at time of pick-up from the booth and corrections made when there is a discrepancy between the items listed on any form and the actual number/weight of items at the booth at time of pick-up.

We reserve the right to dispose of any items left on the show floor without liability if left unattended, left without labels or incorrectly labeled, or abandoned. Disposal fees will be charged to your account.

Materials are loaded onto the carrier under the direction and supervision of the carrier's representative or driver. Any loading onto the carrier will be understood to be under the



Exhibitor Terms & Conditions (cont'd)

Exclusive supervision and control of the carrier representative or driver. We are not responsible for liability due to loss, damage, theft or disappearance of your materials that is caused by, arises out of, or related to improperly loaded materials.

RE-ROUTED FREIGHT:

In order to expedite the removal of materials from the show site as required by the show manager or exhibition facility, we shall have authority to change your designated carrier if that carrier does not pick-up the shipment at the appointed time. Where no disposition instructions are made by you, materials may be removed to a remote location to await your shipping instructions, and/or consigned to a carrier of our choice. You agree to be responsible for any charges related to re-routing or special handling.

INSURANCE:

ME&E is not an insurer. We do not offer exhibit insurance products. Insurance on exhibit materials, including any materials offered for sale, shall be obtained by you at your sole expense from a third-party insurance provider. You agree to provide, or cause your insurance provider to provide, us a release from subrogation to the extent of any insurance claim/settlement.

CLAIMS FOR LOSS:

In order for any claim to be considered valid, you agree that notice of loss of damage to materials must be made to us or our agent within 24 hours of occurrence or any incident or prior to close of show or removal of materials, whichever is later. All claims reported after such period will be rejected. Such notice must include detail sufficient to identify the materials claimed to be lost or damaged, asserting our liability for alleged loss or damage and documentation including the specified or determinable value of the claim. Damage reports, incident reports, inspection reports, notations of shortages or damage on freight bills or other documents do not constitute filing of a claim.

- (a) PAYMENT MAY NOT BE WITHHELD. In the event of any dispute between you and us related to any loss, damage or claim, you will not be entitled to and will not withhold payment or any partial payment due to us as an offset against the amount of any alleged loss or damage. Any claims against us shall be considered to be separate transactions and shall be resolved on their own merits.
- (b) MAXIMUM RECOVERY. If found liable for any loss, our sole and exclusive maximum liability for loss or damage to your materials and your sole and exclusive remedy is limited to \$0.30 per pound per article with a maximum of \$1,000 per shipment, whichever is less.
- (c) BREACH OF CONTRACT AND/OR NEGLIGENCE ONLY. Our liability shall be limited to any loss or damage which results solely from our gross negligence in the actual physical handling of the items comprising your shipment(s) OR which results from a material breach of this Agreement and not for any other type of loss or damage. In no event shall we be liable to you or to any other party for special, collateral, exemplary, indirect, incidental, consequential, or punitive damages, whether such damages occur either prior or subsequent to, or are alleged as a result of, tortious conduct, failure of our equipment or services or breach of any of the provisions of this Agreement, regardless of the form of action, whether in contract or in tort, including strict liability and negligence, even if we have been advised or has notice of the possibility of such damages, or for any damages caused by your failure to perform your responsibilities. Such excluded damages include but are not limited to loss of profits, loss of use, interruption of business or other consequential or indirect economic issues.

DECLARED VALUE:

Declarations of value are between you and your selected carrier only and are in no way an extension of our maximum liability as stated herein. We will use commercially reasonable efforts to transmit the declared value instructions to the selected carrier. However, we will not be liable for any claim arising from the transmittal of, or failure to transmit, declared value instructions to the carrier, nor for any failure of the carrier to uphold the declared value or any other term of carriage.

FACILITIES AND SHOW ORGANIZERS:

You agree and understand that you, your agents, representatives, contractors and anyone working on your behalf must abide by and adhere to the rules and regulations of the exhibit facility and any regulations implemented by the Show Organizer. These rules and regulations include but are not limited to labor jurisdiction, health and safety, work hours, manner of work, etc. Please consult the individual rules and regulations published for your exhibit facility and by your Show Organizer.

TERMINATION:

We may immediately terminate this Agreement upon written notification in the event you breach any provision hereof. We may also terminate this Agreement for any reason for no reason upon ten (10) days prior written notice to you. In either case, you shall be responsible for any fees incurred prior to the effective date of such termination.

INDEMNIFICATION:

You agree to indemnify, defend and forever hold harmless Modern Display Service, Inc. DBA Modern Expo & Events, and our employees, directors, officers and agents from any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgements and expenses including but not limited to reasonable attorney's fees and investigation costs on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following:

- Your negligent supervision of your personnel (including but not limited to any labor secured through us) or the negligent supervision of such personnel by any of your employees, agents, representatives, contractors, customers or invitees.
- Your negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act by your employees, agents, representatives, contractors, customers or invitees, including, but not limited to the misuse, improper use, unauthorized use or alteration of or negligent handling of our equipment.
- Your violation of federal, state or local ordinances.
- Your violation of show rules and/or regulations as set forth by the facility or show management.

WAIVER AND RELEASE:

You agree to waive and release all claims against us with regard to all matters for which we have disclaimed liability pursuant to the provisions of this Agreement.



Exhibitor Terms & Conditions (cont'd)

SEVERABILITY:

If any provision of this Agreement is deemed to be invalid, illegal or unenforceable, the remainder of this Agreement shall remain in effect and shall not be impacted by such a finding.

WAIVER:

No waiver by us of any of the provisions of this Agreement is effective unless explicitly set forth in writing by us. No failure to exercise, or any delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy power or privilege.

ASSIGNMENT:

You will not assign, transfer, delegate or subcontract any of your rights or obligations under this Agreement without our prior, written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve you of any of your obligations hereunder. We may, at any time, any or all of our rights or obligations hereunder without your prior consent to any affiliate, person or party acquiring all or substantially all of our assets.

RELATIONSHIP OF THE PARTIES:

The relationship of the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any employment, partnership, agency, fiduciary, joint venture or other form of joint enterprise between the parties. Neither party shall have the right to contract for or bind the other party in any manner whatsoever.

NO THIRD-PARTY BENEFICIARIES:

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, whether express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

SURVIVAL:

The provisions of this Agreement which, by their nature, should apply beyond their terms, shall remain in force after any termination or expiration of this Agreement.

AMENDMENT AND MODIFICATION:

This Agreement may only be amended or modified in writing stating specifically that it amends this Agreement and that is signed by an authorized representative of each party.

GOVERNING LAW, JURISDICTION:

This Agreement shall be construed under the laws of the State of Utah and shall be subject to the jurisdiction of the federal or state courts located in Salt Lake County, Utah.

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