

NAME OF CONFERENCE		START DATE	END DATE	# OF EVENT DAYS
COMPANY NAME		ON-SITE CONTACT NAME & NUMBER		ROOM/ BOOTH NAME/NUMBER
BILLING ADDRESS		CITY & STATE		ZIP CODE
DELIVERY DATE	DELIVERY TIME	PICKUP DATE	PICKUP TIME	
ORDERD BY	EMAIL		PHONE	

Advanced rates are available if order is placed 14 days or more before show opening.
 Email completed form to the Encore Representative listed above.
 Once this request form is submitted, an Encore Representative will contact you for an official order review and signature.
 Labor charges, sales tax, loss damage waiver, and service charges may apply.

TELECOM	QUANTITY	ADVANCED RATE	REGULAR RATE
SINGLE LINE *		\$172	\$215
SINGLE HANDSET *		\$28	\$35
CONFERENCE PHONE *		\$100	\$125
TECHNICIAN LABOR		\$125	

* Equipment is a rental and must be returned - Replacement costs for non-returned or broken equipment: \$50 Handset, \$150 Multi-Line Handset, \$500 Conference Phone

** Local and Long Distance Charges will apply for call usage. Please see Terms and Conditions (Page 2) for pricing structure

If You Are Experiencing Technical Difficulties On Site
 Please Contact Encore At 702-967-4300



These Terms and Conditions apply to any proposal, quote, order and/or agreement relating to internet, network and/or related equipment ("Equipment") rented by Client from Encore, as well as any internet, network and/or related services or labor ("Services") provided by Encore. These Terms and Conditions incorporate by reference any attached or related proposal, quote, order, schedule, contract, services form, change of work order and/or commencement of work and shall constitute the entire agreement ("Agreement") between Encore and Client (individually "Party" and, collectively, "Parties").

1. **DEFINITIONS**

For purposes of this Agreement, "Encore" means Encore Event Technologies, LLC and its employees, members, managers, officers, agents, assigns, affiliated companies, related entities and any subcontractors appointed by Encore. The term "Client" means the Client or Customer, its employees, officers, directors, managers, members, guests, invitees, agents, representatives and any Client Appointed Contractors ("CAC").

2. **PAYMENT TERMS**

Client agrees to pay Encore all charges in this Agreement, including any and all Equipment, Services and/or labor overages. Payment is due and payable in full upon signing this Agreement, unless otherwise agreed to by the Parties in writing.

3. **INTERNET/NETWORK EQUIPMENT AND SERVICES**

Client understands and agrees as follows:

Every device connected to the internet/network must have a purchased IP address from Encore, regardless of whether the IP address is used or not;

No servers or routers are allowed including, but not limited to, NAT, DHCP and proxy servers.

Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; Client agrees not to share, resell, extend, bridge or otherwise misuse Encore's connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Client found to have violated this Agreement or usage equipment without any refunds for services that have been disconnected;

Specific service location is defined as the area in the booth/room or other area designated by the Client. Service extended beyond rooms, air walls, doorways, walkways or 50' distance from the drop point will require an additional location and incur an additional fee; Encore is not responsible for any cable and/or equipment provided by Client or any third party; The network may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This includes, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, or materials protected by trade secrets; **WIRELESS (802.11) DECLARATION.** Wireless internet service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Encore cannot guarantee that interference will not occur. Encore does not recommend wireless service for mission critical services such as product presentations or demonstrations. For demonstrations or to present products and other mission critical activity via the internet, Encore highly recommends Client purchases hardwired services such as a Room/Booth Connect or Event Connect. If you are unsure which product best suits your needs, please contact Encore's on-site representative. **ALL WIRELESS ACCESS POINTS NOT AUTHORIZED BY ENCORE ARE PROHIBITED.** Client provided access points are prohibited for use within the event facility without Encore's prior approval. Wireless access points without adjustable power outputs are prohibited under all circumstances. If a Client wishes to showcase its wireless products, it must contact Encore at least 14 days prior to the start of the event so that Encore may attempt (with no guarantee) to engineer a cohesive operating network that limits or controls interference. Approvals may incur a site survey fee.

4. **DAMAGE TO EQUIPMENT**

Client agrees that, prior to the beginning of the event, it shall have the right to review and inspect the Equipment with Encore personnel to confirm it is in good operating condition. Client shall immediately notify Encore if any Equipment is defective or not in good operating condition. Client's failure to review or inspect the Equipment prior to the start of the event or notify Encore if the Equipment is defective or not in good operating condition shall be deemed an acknowledgment that the Equipment is in good operating condition. Client agrees to pay for all damages because of lost, damaged or stolen Equipment, including loss or damage caused by Client's accident, misuse or neglect, based upon repair costs for reparable Equipment or full replacement cost for lost, stolen or irreparable Equipment. However, should the Equipment listed on this Agreement be damaged, lost or stolen due to Encore's sole negligence, Encore shall be responsible for the repair or replacement of the Equipment. In no event will Encore be liable for any Client damages or loss caused, in whole or in part, by the loss, malfunction or damage to any Equipment.

5. **CONDITION OF EQUIPMENT**

Encore maintains and services the Equipment in accordance with manufacturers' specifications and industry practice. However, Encore does not provide any express or implied warranty for the Equipment or Services, including any warranty of fitness for a particular purpose or merchantability, and it does not warrant or guarantee that the Equipment, Services or labor being provided will be free of defect, malfunction or operator error. If the Equipment malfunctions or does not operate properly during the event for any reason whatsoever, Client agrees to immediately notify Encore's on-site representative. Encore will attempt to remedy the problem as soon as possible so that the event is not interrupted. Client agrees and acknowledges that Encore shall not be liable and assumes no responsibility for any loss, cost, damage or injury to persons or property in connection with or as a result of inoperable or malfunctioning Equipment or otherwise.

6. **CANCELLATION**

A 10% fee will be applied to orders canceled between the date the order is placed, and the install date. **NO REFUNDS OR CREDITS** for orders cancelled after installation has begun. **ALL CANCELLATIONS MUST BE MADE IN WRITING AND RECEIVED BY ENCORE'S ON-SITE REPRESENTATIVE BEFORE BECOMING EFFECTIVE.**

7. **GOVERNING LAW AND VENUE**

Any and all claims, actions, disputes or controversies arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of laws provisions. Any and all claims, actions, disputes or controversies arising out of or related to this Agreement shall be litigated only in the appropriate state or federal court situated in Clark County, Nevada. The Parties submit to the exclusive jurisdiction and venue of such courts for purposes of any such action and the enforcement of any judgment or order arising therefrom. Each Party further waives any right to a change of venue or any objection to the jurisdiction of the state and federal courts located in Clark County, Nevada.

8. **ATTORNEYS' FEES AND COSTS**

In the event of any dispute or action related to or arising out of this Agreement, the prevailing Party shall be awarded reasonable attorneys' fees and costs, court costs, Equipment recovery costs and storage charges.

9. **INDEMNIFICATION**

Client agrees to fully defend, indemnify and forever hold harmless Encore from and against any and all claims, causes of action, fines, penalties, damages, liabilities, judgments and expenses (including, but not limited to, attorneys' fees and costs) arising from Client's and/or CAC's: (a) negligence, carelessness, willful misconduct or deliberate act; (b) violation of any applicable federal, state or local law or ordinance; (c) violation of any show or event rule, policy or regulation published or set forth by the show or event venue; and/or (d) copyright or other intellectual property infringement.

10. **LIMITATION OF LIABILITY**

In no event will Encore be liable to Client or any other party for any special, exemplary, incidental or consequential damages (including, but not limited to lost profits, earnings, use or data), whether in contract, tort or otherwise.

11. **FORCE MAJEURE**

The Parties' performance under this Agreement is subject to war, threat of war, terrorism, disasters, acts of God, government regulations, strikes, labor disputes, civil disorder, curtailment of transportation facilities, or any other emergency of comparable nature beyond the Parties' control, making it impossible, illegal or materially impractical to perform its obligation under this Agreement and which requires the event to be postponed or cancelled ("Force Majeure Event"). Both Parties agree that, if possible, the event that is the subject of this Agreement will be rescheduled at the first available opportunity suitable for each Party. In the event the Parties are unable to reschedule due to a Force Majeure Event, this Agreement may be terminated upon reasonable written notice without a cancellation charge as set forth herein, except that Encore shall be entitled to reimbursement of all actual costs incurred and actual services rendered pursuant to this Agreement.

12. **SEVERABILITY**

In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect and be construed as though such unenforceable or inoperative provisions had never been a part of this Agreement.

13. **SURVIVAL**

All provisions of this Agreement related to indemnification, disclaimers and limitations on liability and all other obligations of the Parties that arise in connection with Encore's provisions of Equipment and/or Services survive the termination of this Agreement.

14. **ENTIRE AGREEMENT**

This Agreement contains the Parties' entire understanding and may not be modified except in writing signed by both Parties

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