



## INTERNET SERVICES FORM

To receive advanced pricing, Encore must receive your completed order, with billing information, fifteen (15) days prior to show move-in.

Booth Number \_\_\_\_\_ Event Name \_\_\_\_\_

Event Dates \_\_\_\_\_ Install Location In Room/ Booth \_\_\_\_\_  
(Provide floor plan if available)

Install Date & Time \_\_\_\_\_ Disconnect Date & Time \_\_\_\_\_

Exhibiting Company Name \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

On-site Contact \_\_\_\_\_ Phone \_\_\_\_\_ On-site Phone \_\_\_\_\_

Ordered by \_\_\_\_\_ Email \_\_\_\_\_

## WIRED INTERNET SERVICES

### SINGLE CONNECT BASIC

Wired Connectivity for a Single Device, Private IP via DHCP in a single location, Access Code via splash-page, up to 3Mbps Bandwidth

### SINGLE CONNECT PLUS

Wired Connectivity for a Single Device, Private IP via DHCP in a single location, Access Code via splash-page, up to 5Mbps Bandwidth

### SINGLE CONNECT ENHANCED

Wired Connectivity for a Single Device, private IP via DHCP in a single location, Access code via splash-page, 10 Mbps Dedicated Bandwidth

### EVENT CONNECT

Wired Connectivity for Up to 6 devices, in a single location (1Location), DHCP or static IP's via dedicated VLAN connection. 30Mbps dedicated bandwidth.

### ADDITIONAL WIRED DEVICES

Per Device Charge for additional wired connections  
(Single Connect Enhanced & Wired Event Connect only)

### ADDITIONAL WIRED LOCATIONS

Per Location Charge to add wired connections to additional locations within the same venue meeting space  
(Single Connect Enhanced & Wired Event Connect only)

### SWITCH RENTAL

Up to 24 port gigabit switch

Standard Event Rate	Advanced Event Rate	Qty	Subtotal
\$300	\$240		
\$500	\$400		
\$1,500	\$1,200		
\$5,000	\$4,000		
\$60	\$40		
\$240	\$300		
\$120	\$150		

## WIRELESS INTERNET SERVICES

### WIRELESS CONNECT ENHANCED

Wireless Connectivity Recommended for 5 Concurrent Devices (20 Max), private IP addresses via DHCP in a Single Location, Access Code via splashpage, 10 Mbps Dedicated Bandwidth.

### WIRELESS EVENT CONNECT

Wireless Connectivity for up to 40 Concurrent Devices, private IP addresses via DHCP in a single location, Access code via splashpage (Splashpage Bypass Available), 30 Mbps Dedicated Bandwidth.

### ADDITIONAL WIRELESS DEVICES

Add Wireless Access in Increments of 10 Devices

### ACCESS POINT ACTIVATION FEE

Includes 1 access point. Used to add coverage or density to a single additional location.  
(Only Applicable in venues without permanent infrastructure)

\$1,200	\$960		
\$4,000	\$3,200		
\$500	\$400		
\$1,000	\$800		

## CUSTOM OPTIONS

### ADDITIONAL BANDWIDTH

(Enhanced & Event Connect only) 10Mbps bandwidth

### TECHNICIAN LABOR

Hourly Rate

Straight Time Double time rates will apply for labor after 5:00pm, Monday through Friday and all Saturdays, Sundays and Holidays. Labor is included with ordered services labor is only required for services in addition to what is ordered

\$1000	\$800		
	\$125		

**SERVICES TOTAL**

**25% SERVICE FEE**

**GRAND TOTAL**

All materials and services will require an additional 25% service fee - (Service fee is calculated pre-discount)

NO ROUTERS OR WIRELESS DEVICES OF ANY KIND WILL BE PERMITTED WITHOUT WRITTEN AUTHORIZATION

Encore and their contractors or subcontractors shall not be liable for, and are hereby released from any direct, special, indirect, incidental, or punitive consequential damages, including without limitations lost profits, damage to business reputation, lost opportunity or commercial loss of any kind, to the customer that results directly or indirectly from the use of or the inability to use any of the services or equipment that is contemplated herein.

Internet services is an exclusive service of Ballys

Prices Subject to change without Notice

# INTERNET TERMS AND CONDITIONS

These General Terms and Conditions govern the audiovisual, internet and/or related equipment ("Equipment") rented by Client from Encore, as well as any audiovisual, internet, production and/or related services or labor ("Services") provided by Encore for the event ("Event") specified in the Proposal, Order or similar ordering document. These General Terms and Conditions incorporate by reference any attached or related proposal, quote, order, schedule, contract, 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 Group (USA) 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, 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 Client has established a Master Account with the Event venue that includes Encore's Equipment and/or Services in which case all charges shall be billed to Client's Master Account pursuant to the terms set forth by the venue and due and payable to the venue upon conclusion of the Event. Any direct bill or open account requires prior approval and may require a credit check and/or a deposit up to the full amount of the Proposal or Order prior to the start of the Event. Any deposit received from Client shall be credited to the final invoice for the Event. All invoices not paid in full within 30 days of the invoice date shall bear a finance charge at the lesser of the maximum rate allowed by applicable law, or 1.5% per month.

**3. ESTIMATES AND CHARGES** In connection with this Agreement: (a) Encore developed the applicable Proposal or Order based upon information provided by the Client. Therefore, any estimate provided to Client in connection with the expected service hours, labor hours and/or number of days the Equipment is rented is solely an estimate. If the actual hours, actual quantities of Equipment rented hereunder or actual days the Equipment is rented is greater than the amount indicated in any proposal or quote, Client will be charged for those overages at Encore's standard rates, less any applicable discounts. A day's rental period is all or any portion of each 24-hour period starting at 07:00 and continuing through 06:59 the following day. (b) Labor rates are based upon prevailing rates and practices at the venue location where the Event is held. All labor estimates, rates and minimum labor calls are based on local venue rules and/or local union rules, as applicable. (c) All Equipment and materials are on a rental basis for the duration of the Event and shall remain the property of Encore, except where specifically identified as a sale. (d) Unless specifically stated in the Agreement, the charges herein do not include any electrical charges that may be incurred or charged by the Event facility due to the extent of the Event's audiovisual requirements. Client may be charged for such electrical charges upon conclusion of the Event. (e) If Client is exempt from the payment of sales or other applicable tax, a tax exemption certificate must be submitted prior to the commencement of the Event. If Client fails to timely submit an applicable tax exemption certificate, the sales or other applicable tax shall be due and payable at the time of final invoice. (f) If applicable, a service charge or AV house charge is included to allow Encore to provide the necessary Event support required to execute successful meetings and events including immediate on-site support, pre-event planning and preparation and coordination with our hotel partners. The entire service charge or AV house charge is for administrative costs and is not a gratuity in whole or part to employees of Encore or any other party.

**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. SUBLEASE** With the prior written consent of Encore, Client shall have the right to sublease the Equipment and, in the event of a sublease, Client shall be fully responsible for all insurance on, repair and replacement of, and reclamation of the Equipment. Encore reserves the right to replace the Equipment at Client's expense at full retail value if the subleased Equipment is lost, damaged or untimely returned.

**6. EQUIPMENT HANDLING/ SURRENDER** All Equipment may only be handled and operated by Encore personnel unless authorized by Encore. Equipment may not be moved, stored or serviced by Client or any other party. Client agrees that Encore shall have the right to enter the premises where the Equipment is located and shall always have access to the Equipment for the purposes of set, strike, maintenance and routine checks. On the expiration or earlier termination of this Agreement, the Equipment shall be returned in good repair, condition and working order, subject only to reasonable wear and tear. If Client brings its own computer to be used for presentation purposes during the Event, Encore recommends the computer be tested with the Event Equipment to ensure compatibility.

**7. 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.

**8. DAMAGE WAIVER** If elected by Client and included in this Agreement as an additional fee, Encore agrees to waive any liability of Client for loss or damage to the Equipment. This waiver will not apply if it is determined the loss or damage was intentionally caused by Client, in which case Client will be fully responsible for all such loss or damage.

**9. INTERNET/ NETWORK EQUIPMENT AND SERVICES** In the event this Agreement includes internet/ network equipment and/or services, Client understands and agrees as follows: (a) 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; (b) No servers or routers are allowed including, but not limited to, NAT, DHCP and proxy servers. (c) 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; (d) 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; (e) 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; (f) Encore is not responsible for any cable and/or equipment provided by Client or any third party; (g) 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; (h) **WIRELESS (802.11) DECLARATION.** Wireless internet

# INTERNET TERMS AND CONDITIONS

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. (i) 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.

10. **CANCELLATION** Unless otherwise agreed to in writing, if Client cancels the scheduled Event more than 30 days prior to the start of the Event, Client will not be charged any cancellation fee, except for any out of pocket expenses incurred by Encore. In the event of a full or partial cancellation less than 30 days, but more than 72 hours, prior to the start of the Event, Client shall pay Encore 50% of the price set forth in the Agreement, plus any out of pocket expenses incurred by Encore. In the event of full or partial cancellation less than 72 hours prior to the start of the scheduled Event, Client shall pay Encore 100% of the price set forth in the Agreement. ALL CANCELLATIONS MUST BE MADE IN WRITING AND RECEIVED BY ENCORE'S ON-SITE REPRESENTATIVE BEFORE BECOMING EFFECTIVE.

11. **CLIENT MATERIAL HANDLING** Unless this Agreement includes or contemplates Encore's handling of Client's materials, Client shall not ask Encore to handle or assist in handling Client's materials and Encore assumes no responsibility for loss, damage, theft or disappearance for any such materials. In the event Encore handles Client's materials as part of this Agreement, Encore's maximum liability for loss or damage to such materials and Client's sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment, whichever is less. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

12. **DEFAULT** If Client fails to pay rent or otherwise fails to observe, keep or perform any provision of this Agreement, or if Client should enter into voluntary or involuntary bankruptcy or receivership or other legal impediment that could impair the Equipment, Encore shall have the right to: (a) Immediately reclaim the Equipment and declare the entire amount of rent immediately due and payable without demand or notice to Client. Client waives any damages occasioned by such reclamation. Any reclamation shall not constitute a termination of this Agreement unless Encore expressly notifies Client in writing; (b) Sue to recover all amounts owed or accruing to Encore; (c) Terminate this Agreement as to any or all items of Equipment or Services and recover the full price of the Agreement; and/or (d) Exercise any other remedy at law or equity. All such remedies are cumulative and may be exercised concurrently or separately. The exercise of any remedy shall not release Client from this Agreement and Client shall remain liable for the full performance of all obligations to be performed by Client under this Agreement.

13. **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 in which the Event is located. 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 the state and county (or nearest county) where the Event is located. 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.

14. **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.

15. **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 or willful misconduct; (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, patent or other intellectual property infringement including, but not limited to, any and all claims related to Encore's use of materials, recordings, videos, transmissions, software, and/or hardware provided by Client.

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

17. **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.

18. **INTELLECTUAL PROPERTY** Client allows Encore to use the trademarks, trade names, service marks, and other intellectual property of Client given by Client to Encore for the strict purposes of carrying out Encore's duties under the Agreement and as otherwise requested by Client. Further, Client permits Encore to include event photos and renderings of set designs and other elements of Client's event(s) as Encore may reasonably require in showing current or prospective customers examples of Encore's work.

19. **SEVERABILITY** In the event any provision of this Agreement is 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.

20. **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.

21. **ENTIRE AGREEMENT** This Agreement contains the Parties' entire understanding and may not be modified except in writing signed by both Parties.

Digital Signature \_\_\_\_\_





## CREDIT CARD AUTHORIZATION

Type of Card:     Visa                                     Mastercard                                     Amex                                     Discover

Credit Card Account # \_\_\_\_\_ Vcode\* \_\_\_\_\_ Exp. Date \_\_\_\_\_

\* 3 digit number on back of Visa, MC and Discover or 4 digit number on front of AmEx card.

Your Order Total \_\_\_\_\_ Digital Signature \_\_\_\_\_

**For Faxed Forms Only. Emailed forms will need to process payment details via phone or fax.**