

convene™

EXHIBITOR TECHNOLOGY REQUEST FORM

Program Name: _____	Date(s) Required: _____
Exhibitor Name: _____	On-site Contact: _____
Convene Location: <u>237 Park Ave</u>	Phone #: _____
Room/Booth/Table #: _____	Email: _____

***Prices listed below are per day

VIDEO	Price	Qty	Days	Total
20" Class LED Monitor	\$200.00			
30" Class LED Monitor	\$295.00			
40" Class LED Monitor	\$450.00			
50" Class LED Monitor	\$500.00			
60" Class LED Monitor	\$675.00			
70" Class LED Monitor	\$800.00			
80" Class LED Monitor	\$1,100.00			
Laptop	\$275.00			

ELECTRICAL	Price	Qty	Days	Total
Power Drop w/ Power Strip	\$25.00			

INTERNET/COMPUTER	Price	Qty	Days	Total
Hardwired Internet Drop	\$130.00			

Note: Gigabit Wifi is provided at 237Park

Rental Total
Admin. Fee (23%)
Subtotal
NY State Tax (8.875%)

TOTAL

****Please submit completed order form to Lamount Williams at lamountwilliams@convene.com at least ten (10) business days before your program. Once submitted, you will receive an email regarding payment and signature.**

For any questions, contact Lamount Williams at lamountwilliams@convene.com**

****PRICES LISTED ARE PER DAY. SEE GENERAL TERMS AND CONDITIONS BELOW.****

Please fill in the quantity of the item and number of days required. For multi day conferences ensure you are entering the number of days the technology is required. Note that displays smaller than 40" are table top displays only. 40" displays and above come with rolling stands and equipment shelves. All displays come with HDMI cables. A Convene technology team member will be onsite to assist with basic connectivity during your setup

GENERAL TERMS and CONDITIONS

1. **ACCEPTANCE:** This Technology Proposal will be valid for a period of thirty (30) days from the Proposal Date ("Acceptance Period"). In the event that the Technology Proposal is not accepted, signed or returned to Convene Technology (CT) within the Acceptance Period, it will be considered null and void. All prices are subject to change without notice following the Acceptance Period.

2. **ESTIMATE:** This Technology Proposal was developed based upon information provided by the undersigned customer ("Customer"). This Technology Proposal is only an estimate of equipment and services to be provided in connection with the applicable Program ("Program"). In the case where the actual amount of equipment, service and labor provided in connection with the Program is greater than the amount of the specified in this proposal, Customer shall be charged for such additional equipment, services and/or labor (including rental fees and freight) at the prevailing standard rates. Unless otherwise itemized on the proposal, all pricing excluding sales tax, service charge, freight, shipping/handling and electrical charges (if applicable to the Program) will be charged and due upon the final invoice. Sales tax exempt entities must submit sales tax exemption certifications prior to the commencement of the Program. In the event tax exemption certifications are not received prior to the billing of the Program, sales tax will be due and the payable at the time of the final invoice.

3. **LABOR RATES:** Hourly labor rates, minimums calls, overtime labor rates, daily labor rates and per diems apply and are based upon prevailing rates and practices at the Location where the Program is being held and the business division providing the equipment and services. Labor estimates were developed based on information provided by the Customer. All labor calls are subject to a minimum charge period based on the Location rules - servicing policies may apply. In the event that the employee works more hours than estimated in the proposal, the Customer will be billed the appropriate prevailing or premium rate for the additional hours worked. The overtime rate is billable after an (8) hour dedicated technician labor call or on weekends and holidays.

4. **ADMINISTRATIVE FEE:** Administrative Fee is billed in association with a Program. Administrative Fee is NOT a gratuity that are paid in whole or in part to CT (or other) employees in connection with the Program and amounts comprising. Administrative Fee is NOT otherwise shared with CT employees.

5. **EQUIPMENT RATES:** Unless otherwise noted, all rates are based upon per-room-per-day calculations with the minimum rental period being based on a calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00am and continuing through 11:59pm. Customer agrees to pay the rental fees described in this proposal for the stipulated period. Any equipment that is used and/or retained by Customer for a longer period shall be subject to Convene Technology prevailing rates until the equipment is returned.

6. **EQUIPMENT HANDLING:** All equipment must be handled by Convene Technology personnel only. Equipment may not be moved, stored or serviced by Customer or any other party. Customer may not operate the equipment unless authorized by Convene Technology. Customer will incur additional charges if equipment is moved or relocated by Customer or any other party. Customer agrees that CT shall be permitted free access to the equipment at any time before, during and/or after the Program for purposes of set/strike, maintenance and routine checks. CT retains all titles and rights in and to the equipment and all related accessories.

7. **DAMAGE & SECURITY:** Customer shall be responsible for all equipment that is damaged, lost or stolen (whether by use, misuse, accident or neglect), unless caused by CT negligence. In addition to amounts due to CT in connection with this proposal - Customer agrees to pay CT upon demand for all amounts incurred by CT on account of lost, irreparable equipment. In addition, Customer shall be responsible for rental fees while equipment is being repaired and/or replaced, as the case may be. If security is required by Customer or deemed necessary by CT to protect the equipment during the Program, Customer shall be responsible for all cost in connection with the provision of security.

8. **EQUIPMENT FAILURE:** CT maintains and services its equipment in accordance with the manufacturer's specifications and industry practice. CT does not, however, warrant or guarantee that the equipment or services being provided will be free of defect, malfunction or operator error. If the equipment malfunctions or does not operate properly during the Program for any reason whatsoever, Customer agrees to immediately notify a CT representative. CT will attempt to remedy the problem as soon as possible so that service is not interrupted. Customer agrees and acknowledges that CT assumes no responsibility or liability for any loss, cost, damage or injury to persons or property in connection with the Program as a result of inoperable equipment or otherwise. Under no circumstances will CT be responsible for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise in connection with the Program.

9. **PAYMENT:** Master Account – Customer may be required to establish a Master Account with the Location under the terms as set forth by the Location and prior to the commencement of the Program. Customer must notify CT if a Master Account has not been secured with the Location so that pre-payment or other payment arrangements can be made with CT for equipment and services in connection with the Program. Upon conclusion of the Program, Customer shall be required to make full and final payment via Customer's Master Account with the Location. Customer shall be required to make full and final payment prior to your Program.

10. **CANCELLATION:** If Customer cancels the Program or the provision of audiovisual equipment and services by CT more than 30 days prior to the first day of the Program, no cancellation charges shall apply except for any expenses actually incurred by CT. Any deposits will be refunded less any incurred expenses. Cancellations received less than (30) days but more than (7) days prior to the Program shall be subject to a cancellation charge equal to 50% of the total estimate of charges described on the most recent proposal submission. Cancellations received 15 days but more than (7) days prior to the first day of the Program, shall be subject to a cancellation charge equal to 75% of the entire estimate of charges contained in the most recent version of this proposal. Cancellations received 72 hours or less before the first day of the Program or after equipment has departed from our storage facility will be subject to a cancellation charge equal to 100% of the total estimate of charges described on the most recent version of this proposal. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Program and/or cancels the provision of audiovisual equipment and services by CT. Cancellation fee including covering any incurred costs shall be due immediately upon any such cancellation by Customer.

11. **INDEMNIFICATION:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Location, building owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Location.

12. LIMITATION OF LIABILITY: Notwithstanding any other provision, CT aggregate liability to Customer under any circumstances shall be strictly limited to an amount equal to actual fees paid to CT in connection with the Program. Under no circumstances shall CT's liability exceed such fees paid by Customer to CT in connection with the Program.

13. FORCE MAJEURE: If for any reason beyond its control, including, but not limited to strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, Location operations, commodities or supplies, acts of war or acts of God, the Location is unable to perform its' obligations under this agreement, such non-performance shall be excused and the Location may terminate this Agreement without liability of any nature whatsoever upon the return of the Client's deposit.

14. MISCELLANEOUS: This proposal shall be governed and interpreted in accordance with the laws of the state where the Program is located. Time is of the essence with respect to each party's obligation hereunder. The individuals signing this proposal each represent and warrant to the other that they have the proper authority to bind their respective parties to the provisions of this proposal. The provisions of this proposal may only be modified by written agreement signed between the parties.

15. ADDITIONAL TERMS AND CONDITIONS: From time to time, additional Program – specific terms may also be included throughout the proposal. Customer understands and agrees to any additional provisions contained within the Program Proposal.

Sign

Date