



406-442-3238 | office@kjconventions.com

Credit Card Authorization

We will accept orders submitted via DocuSign/AdobeSign
Please do not password protect this document.

COMPLETE ALL FIELDS. FIELDS IN RED ARE REQUIRED.

THIS AUTHORIZATION WILL REMAIN IN EFFECT UNTIL CANCELED OR CARD EXPIRATION

CompanyA4			
CONTACT NAME			
PHONE NUMBER	DIRECT:		CELL:
EMAIL			
Receipt Email (IF DIFFERENT)			
Card Issuer:	VISA	MasterCard	Discover
Cardholder Name (AS SHOWN ONCARD):			
Card Number :			
16-DIGIT NUMBER: VISA / MASTERCARD / DISCOVER		(or)	15-DIGIT NUMBER: AMEX
Expiration Date		C.V.V.	
	(MM / YY)	4-DIGIT: AMEX	
		3-DIGIT: MC VISA DISCOVER	
Card Billing Address:	STREET OR PO BOX	CITY	STATE/PROVINCE
Card Billing ZIP/Postal Code:			
Customer Signature		Date	
Client authorizes K&J Convention Services, LLC to charge the credit card herein for Exhibit and Event-related purchases, services, rentals, and/or damage/loss. Client agrees that this form will be stored in a secure location and be used for future transactions charged to this card. K&J will email receipts to the address on file anytime y ,A activity or charges on the card.			

Subsequent orders / future shows / events:

- All orders are subject to show-specific deadlines, availability, and pricing.
- All orders are subject to the k&j cancellation policy, terms and conditions.
- Client must initiate each event order and contact K&J directly.
- Exhibit orders, materials handling and/or labor form(s) may be required.

Payment Due at time of order. Orders will not be processed until payment is received.
Discount pricing does not apply is payment if not received at time of order.
Do not submit blank payment pages or request K&J to call you: your order will not be processed.
For security, K&J will not call you for payment or reserve items not paid at time of order.

All orders paid by credit card will receive an email confirmation that the order forms and payment information was received at K&J. This is generally within one business day. Receipts will be sent after processing.

Order Payment, Cancellation and Refund Policy

Full payment is due at time of order. We accept payment by check or credit card.

Sorry, we do not invoice.

We do not process orders or reserve/hold equipment without payment.

CANCELLATION / REFUND POLICY:

This policy will apply to **all rental orders** & exhibitor services order cancellations.

This policy applies to cancellations due to postponement by the show Producer, Venue or a Government Entity.

This policy applies to cancellation or "no-show" due to weather, illness, suspected or actual illness or quarantine.

If an exhibitor cannot attend, sending a substitute representative is advised.

DISCOUNT DEADLINE: July 21, 2022

CANCELLATION & REFUND POLICY	EXHIBITOR CANCELS -- OR -- CHANGES ORDER	BEFORE Discount Deadline:	Refund 50% of original order amount; less 10% processing fee	
		AFTER Discount Deadline:	All Orders are Final. No refund or Exchange Credit	
		At Setup or Showsite:	All Orders are Final. No refund or Exchange Credit	
	SHOW RESCHEDULED BY Producer	Same Calendar Year:	K&J will hold your order and payment until the rescheduled date.	
		Different Calendar Year:	Show Canceled by Producer Policy Applies	
		EXHIBITOR Not Attending	K&J Refunds 50% of original order amount	
	SHOW CANCELED by Producer/Government/Venue	BEFORE K&J has Setup		
		- Credit Card Orders:	K&J will refund all but 10% of order amount (\$20 min)	
		- Orders Paid by Check:	K&J will refund original amount less \$10 Check Not Cashed Yet: K&J will SHRED check. No fees	
		AFTER K&J has Setup:	Refund 50% of Order	
		AFTER Show has OPENED:	No Refund	

- No refund or exchange credit for **cancellation (for any reason)** on or after July 21 ;
- No refund or exchange credit if you ***change your mind*** about your order July 22 or later;
- No refund or exchange credit if you change your mind when you get to the show; or **if you end up not using** an item you ordered. All items/services ordered are delivered to your booth prior to your arrival at the show.
- No refund for Materials Handling if your freight arrives-- but you **cancel** your attendance.
- No refund if your freight arrives **off target** and doesn't make it to the show.
- Applicable refunds must be requested in writing, and will be processed after the conference, less applicable fees.

By submitting an order to K&J for booth furnishings, services or equipment, customer agrees to the payment, refund and credit terms herein.

K&J will not call you for payment information. Payment Due at time of order.

If you wish to submit this order via docusign or Adobe Sign, our email is office@kjconventions.com DO NOT password protect or use other submissions -- standard pricing (no discounts) applies to orders that require additional/other/specialized handling.

K&J Convention Services, LLC

P: 406-442-3238 | F: 406-458-3265

E: Office@kjconventions.com

MATERIALS HANDLING ORDER FORM

Show: 2022 MIB Convention & Trade Show

COMPANY/REP NAME & CELL PHONE #:	
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Complete the information below. Estimate weights as necessary if not known.

We will charge the minimum now; upon receipt of your shipment(s), we will charge you the difference.

City Shipped From:		Carrier:	
Estimated Ship Date:		Tracking Number(s) OR BILL OF LADING/PRO# Or email tracking number/status updates to: office@kjconventions.com	
Estimated Arrival Date: All materials should arrive on or before July 25			
# of Shipments (we recommend you consolidate your shipments to save money.)			
Estimated Weight Per Shipment:	A	B	
Estimated Total Number of Pieces	A	B	

Standard Rates & Payment Information		
If Your Shipment Weighs:	FORM SUBMISSION & Payment Received on or before July 21 You Pay Discount Rate:	FORM SUBMISSION & Payment Received July 22 or Later You Pay Standard Rate:
0 - 200 pounds (Minimum Order)	\$100.00 **	\$120.00 **
More than 200 Pounds:	50¢< per pound (50.00 per CWT) **	60¢< per pound (60.00 per CWT) **
DON'T KNOW SHIPMENT WEIGHT? WE WILL CHARGE THE MINIMUM NOW; UPON RECEIPT OF YOUR SHIPMENT, WE WILL CHARGE YOU ANY DIFFERENCE.		

All Materials Handling Services must be prepaid and ordered in advance.

- Materials that arrive without payment or the Materials Handling Order Forms will be charged Standard Rate
- A \$75 special handling fee applies for all shipments received that do not have payment on file at K&J
- Collect shipments will not be accepted.

Email K&J for arrangements/shipping instructions IF:

★ **Your Advance Warehouse shipment{s} will not arrive on or before July 25.**

Additional charges may apply to get it to the show on time.

A <u>Shipment #1</u> : Weight {200# Minimum}: _____ x 50¢/pound = <u>\$</u> _____ or \$100 whichever is greater	}	\$100.00 Minimum Charge Per Shipment
B <u>Shipment #2</u> : Weight {200# Minimum}: _____ x 50¢/pound = <u>\$</u> _____ or \$100 whichever is greater		
C Add \$20 (or 25%) if your Order Form/Payment is submitted July 21 or later:		\$ _____
D Add lines A+B+C {transfer this total to your payment form}		\$ _____

All Shipments Must Arrive at Advance Warehouse on or before July 25, 2022

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Materials Handling After-the-Show Instructions

THIS FORM IS REQUIRED IF YOU HAVE ANY OUTBOUND SHIPMENT (S) GOING OUT AFTER THE SHOW, REGARDLESS OF THE CARRIER. AFTER SHOW MATERIALS HANDLING IS INCLUDED WITH YOUR MATERIALS HANDLING FEE

Show: 2022 MIB Convention & Trade Show

BOOTH REP/Company:

OUTBOUND SHIPPING CARRIER

{Fedex/UPS/Airways/Etc}

TYPE OF SERVICE

{Ground, Overnight, 3 day, Etc}

SHIPMENT **PREPAID PREPRINTED LABELS** DO NOT CREATE A "CALL TAG" WITH FEDEX or UPS

PAYMENT Include labels inside your incoming shipment; with your booth rep, or email to office@kjconventions.com.

METHOD: If you are using a private (not Fedex or UPS) carrier, be sure to provide us with the after show Bill of Lading.

SHIPPING TO:

CITY / STATE

{for cross reference purposes -- so we know the right box has the right label}

- Booth Rep is responsible for completing the proper bills of lading and/or labeling your outbound freight.
- Preprint your UPS/Fedex Label in advance of the show-- Do not use handwritten labels/no printer onsite.

HELPFUL HINT: FOR "SHIPPER NAME" ALWAYS USE YOUR HQ ADDRESS {NOT K&J}. THIS IS ALSO HELPFUL TO YOU IF ANYTHING OCCURS DURING TRANSIT WITH THE CARRIER IT WILL ALWAYS COME BACK TO YOU -- NOT TO MONTANA

- **Keep your tracking numbers!** K&J does not track items once we have transferred it to your carrier. K&J will not accept responsibility for misdirected or lost freight. K&J reserves the right to re-route when carriers are not present, fail to show, or expedite the move due to conflicts in scheduling. No liability will be assumed as a result of such rerouting.

FEDEX and UPS Customers: {Ground, Express, 2/3 Day, Overnight, etc}

Do not Call UPS/Fedex for a Pickup. DO NOT remove it from the showsite.

K&J will pick it up from your booth during strike & transfer to carrier.

Do not use "Return Label/Tags" or schedule a pickup with the carrier.

Booth Rep is responsible to pack up and label all shipments after the show.

Are you using a Private/LTL Carrier?

CUSTOMERS OF PRIVATE CARRIERS or LTL CARRIERS:

Private LTL Carriers Include: Fedex Freight, UPS Freight, YRC, Rodeway, Pilot, MTS, etc.

Exhibitor must make pickup arrangements with the private/LTL carrier for Monday at the K&J/Helena Warehouse.

Email Office@kjconventions.com for Pickup Instructions/Pickup Address/Appointment

After-Show Bill of Lading is required to be at K&J prior to our transfer and/or release to carrier.

If you are shipping to Canada or internationally, all documentation for customs needs to be provided by the Exhibitor. K&J is not a customs broker.

K&J will not leave freight or materials at the hotel for pickup at a later time or date.
All freight force-transferred due to no-show of carriers will result in additional charges.
Client will pay labor charges if carrier arrives 31 minutes or later after the assigned pickup time.

Show: 2022 MIB Convention

ADVANCE WAREHOUSE SHIP TO ADDRESS

Make Sure Your Labels and/or Boxes Include

"MIB" and your "Company Name" on all items!

WE DO NOT REQUIRE OR NEED YOUR BOOTH NUMBER

(booth assignments are submitted to K&J by MIB

FOR: _____

Company Name

SHOW NAME: MIB

**K&J Convention Services
c/o Capital Transfer
1316 Bozeman Avenue
Helena, MT 59601**

406-431-8295

**All Shipment(s) Must Arrive at the
Advance Warehouse
on or before Monday, July 25, 2022**

Shipments arriving July 26 or later are subject to
additional fees and transportation costs to get it to the show on time.

Credit Card Required to be on file at K&J for all Materials Handling Orders

SERVICE TERMS and CONDITIONS

These Service Terms and Conditions limit your possible recovery in case of loss or damage

EXHIBITOR'S acknowledgement and acceptance of these service terms and conditions will be construed when any one (1) of the following conditions is met:

- EXHIBITOR'S MATERIALS ARE DELIVERED TO AN ADVANCE WAREHOUSE OR TO THE SHOWSITE IN WHICH K&J IS THE OFFICIAL SHOW EXHIBIT SERVICES, FREIGHT, ELECTRICAL, or LABOR CONTRACTOR; OR
- AN ORDER FOR LABOR AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR FOR THIS SHOW

1. **DEFINITIONS.** For purposes of these Terms & Conditions, "K&J" means K&J Convention Services, and K&J Convention Decorators and their respective employees, managers, members, agents, assigns, affiliated companies, and related entities including, but not limited to, any subcontractors K&J may appoint. The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC").

2. **PACKAGING AND CRATES.** K&J 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, or improperly packed materials. In addition, K&J shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. Crates and packaging should be of a design to adequately protect contents for handling by fork-lift and similar means.

3. **EMPTY CONTAINERS.** Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of EXHIBITOR or its representative. All previous labels must be removed or obliterated. K&J assumes no responsibility for:

- Error in the above procedures
- Removal of containers with old empty labels and without K&J labels
- Improper information on empty labels

K&J WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.

4. **INBOUND SHIPMENT(S).** 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 EXHIBITOR or its representative, and during such time the materials will be left unattended. K&J WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER SAME HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT SHOW SITE. K&J highly recommends the securing of security services from Facility or Show Management.

5. **OUTBOUND SHIPMENT(S).** Consistent with trade show industry practices, there may be a lapse of time between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier and during such time the materials will be left unattended. K&J WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS BEFORE SAME HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. K&J highly recommends the securing of security services from Facility or Show Management. All Material Handling Agreements submitted to K&J by EXHIBITOR will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to K&J and the actual count of such items in the booth at the time of pickup.

6. **DELIVERY TO THE CARRIER FOR RELOADING.** K&J assumes no responsibility for loss, damage, theft, or disappearance of EXHIBITOR'S materials after same have been delivered to EXHIBITOR'S appointed carrier, shipper, or agent for transportation after the conclusion of the show. K&J loads the materials onto the carrier under directions from the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. K&J assumes no responsibility for loss, damage, theft or disappearance of EXHIBITOR'S materials that arises out of improperly loaded materials.

7. **DESIGNATED CARRIERS.** In order to expedite removal of materials from show site as required by Show Management and/or the facility, K&J shall have the authority to change the EXHIBITOR designated carrier if that carrier does not pick up the shipment(s) at the appointed time. Where no disposition is made by EXHIBITOR, materials may be taken to a warehouse to await EXHIBITOR'S shipping instructions and EXHIBITOR agrees to be responsible for charges relating to such rerouting and handling. In no event shall K&J be responsible for any loss resulting from such rerouting designation.

8. **K&J'S RESPONSIBILITIES.** K&J shall be responsible only for those services which it directly provides. K&J assumes no responsibility for any persons, parties, or other contracting firms not under K&J's direct supervision and control. K&J's performance hereunder is subject to, and K&J shall not be responsible for loss, delay, or damage due to, strike, lockouts, work stoppages, natural elements, vandalism, Act of God, civil disturbances, power failures, explosions, acts of terrorism or war, or for any other cause beyond K&J's reasonable control, nor for ordinary wear and tear in the handling of materials.

9. **INSURANCE.** It is understood that K&J is not an insurer. Insurance on exhibit materials, if any, shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide K&J with a release of sub-rogation to the extent of any insurance settlement received.

10. **DECLARED VALUE.** Declarations of Declared Value are between the EXHIBITOR and the selected Carrier ONLY, and are in no way an extension of K&J's maximum liability stated herein. K&J will use commercially reasonable efforts to transmit the Declared Value instructions to the selected Carrier; however, K&J WILL NOT BE LIABLE FOR ANY CLAIM ARISING FROM THE TRANSMITTAL OF, OR FAILURE TO TRANSMIT, DECLARED VALUE INSTRUCTIONS TO THE CARRIER NOR FOR FAILURE OF THE CARRIER TO UPHOLD THE DECLARED VALUE OR ANY OTHER TERM OF CARRIAGE.

11. **CLAIM(S) FOR LOSS.** EXHIBITOR agrees that any and all claims for loss or damage must be submitted to K&J immediately at the show site, and in any case not later than thirty (30) business days after the conclusion of the show. (For purposes of claim reporting, the "conclusion" of the show shall be construed as the time when EXHIBITOR'S materials are delivered to the carrier for transportation from the show site or from K&J's warehouse). All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against K&J more than one (1) year after the date of loss or damage occurred.

(a) **PAYMENT FOR SERVICES MAY NOT BE WITHHELD.** In the event of any dispute between the EXHIBITOR and K&J relative to any loss, damage, or claim, EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due K&J for its services as an offset against the amount of any alleged loss or damage. Any claims against K&J shall be considered a separate transaction and shall be resolved on their own merits.

(b) **MAXIMUM RECOVERY.** If found liable for any loss, K&J's sole and exclusive MAXIMUM liability for loss or damage to EXHIBITOR'S materials and EXHIBITOR'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.

(c) **BREACH OF CONTRACT AND/OR NEGLIGENCE ONLY.** K&J's liability shall be limited to any loss or damage which results solely from K&J'S NEGLIGENCE in the actual physical handling of the items comprising EXHIBITOR'S shipment(s) OR which results from BREACH OF THIS CONTRACT and not for any other type of loss or damage. In no event shall K&J be liable to the EXHIBITOR or to any other party for special, collateral, exemplary, indirect, incidental, or consequential damages, whether such damages occur either prior or subsequent to, or are alleged as a result of, tortious conduct, failure of the equipment or services of K&J or breach of any of the provisions of this Contract, regardless of the form of action, whether in contract or in tort, including strict liability and negligence, even if K&J has been advised or has notice of the possibility of such damages, or for any damages caused by EXHIBITOR'S failure to perform EXHIBITOR'S 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 losses.

12. **JURISDICTION / ARBITRATION.** THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF MONTANA WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN LEWIS & CLARK COUNTY, MONTANA. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

13. **INDEMNIFICATION.** EXHIBITOR agrees to indemnify and forever hold harmless K&J and its employees, members, managers, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' 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:

- EXHIBITOR'S negligent supervision of any labor secured through K&J, or the negligent supervision of such labor by any of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC);
- EXHIBITOR'S negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC) at the show to which this Contract relates, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of K&J'S equipment;
- EXHIBITOR'S violation of Federal, State, County or Local ordinances;
- EXHIBITOR'S violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.

14. **WAIVER & RELEASE.** EXHIBITOR, as a material part of the consideration to K&J for material handling services, waives and releases all claims against K&J with respect to all matters for which K&J has disclaimed liability pursuant to the provisions of this Document.

15. **SEVERABILITY.** If any provision of this Contract proves to be illegal, invalid, or unenforceable, the remainder of this Contract will not be affected by such finding, and in lieu of each provision of this Contract that is proven to be illegal, invalid, or unenforceable, a provision will be added as part of this Contract as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.