



PowerUp! Standard Booth Package

One (1) 6' skirted table – Table Size & Height Upgrades Available

One (1) 500 watt /110v electrical *single-plug outlet* – upgrades available

One (1) Standard Booth ID Sign | 2 Chairs

Booth Size: 8'w x 8'd: Pipe & Drape Booth Structure: 8'H backwall and 3'H side dividers. The show is located on standard hotel ballroom flooring. Custom carpet is not available this year.

Additional Booth Furnishings & Labor

K&J is the Official Exhibit Services Contractor for this show. We offer: ADDITIONAL TABLES - COUNTERS - TALL BAR-HEIGHT CHAIRS -TALL ROUND BISTRO TABLES - FLATSCREEN MONITORS ... AND MORE!

TABLE UPGRADES AVAILABLE:

Change your 6' table length: (4' or 8'): \$15

Change your table to a 42" tall skirted counter: \$20

Show Colors Only & Must Be Ordered on or before May 8 to Qualify for Upgrade. Upgrade Fees Apply.

Shipping

DO NOT SHIP DIRECTLY TO THE HOTEL

The Hotel has not been contracted to receive or store your freight. All shipping/drayage/freight should be coordinated through K&J. Please review the shipping information and complete all forms as instructed.

Return *Materials Handling Order Form* to K&J on or before May 9 to qualify for best pricing.

Shipments must arrive May 1 - 15 to be eligible for delivery to the showsite.

Electricity

Each space is standard with 500w of 110v power in the back of each booth and one "single plug" outlet. 500 watts is *usually* sufficient to run laptops, monitors and display lighting. If you plug in more than than one device, rent or bring a powerstrip. Review the order form for details on electrical upgrades.

Exhibitor Schedule

Exhibit Setup: Wednesday, May 17: 1 pm - 4 pm

Exhibit Strike: Thursday, May 18: 1:30 pm (ALL EXHIBITS MUST REMAIN SETUP UNTIL SHOW CLOSING (1:30pm))

Official Exhibit Services, Freight & Electrical Contractor:

K&J Convention Services, LLC

Email us for best service! office@kjconventions.com

406-442-3238 | Fax: 406-458-3265

Our office hours vary due to staffing schedules. For best response, please email us.

DISCOUNT DEADLINE: May 8, 2023

Exhibit Service Contractor:

K&J Convention Services, LLC
PO Box 5234, Helena, MT 59604
Phone: 406-442-3238
Email: Office@kjconventions.com
Website: www.kjconventions.com



One Stop Exhibit Services Including:
Booth Furnishings Materials Handling
Electrical Service

**Discount
Deadline to
Order All
Services: May 8**

*Shipments Must Arrive on or
before May 15.*

Internet Service:

Shared wifi is provided and maintained by the hotel. If you need a dedicated line, bring your own hotspot or contact the Heritage Inn directly. K&J does not manage internet or telephones.

Booth ID Sign

Each Exhibitor is furnished with one standard black and white booth identification sign. Text is Company Name only, and all text is provided and approved by the Expo well in advance of the show. All sign text is based on the information you provided to the Expo when you registered a booth for the show.

Hanging Items in Your Booth

Please do not affix or attach signage, banners or other materials to the drapes or skirting in the booth through the use of tape, staples, pins (of any type), velcro, paperclips, zipties, or similar items of any kind. K&J will provide you with as many S-Hooks as you need to hang your items.

We recommend standard office binder clips (small size) if you need to attach anything, as binder clips do not damage our drapes. Let us show you how.

Poster/Pro-Panel System

If you have maps or other photos to display, you may want to consider renting a ProPanel/Poster Display Board System -- they are quick and easy, as well as double sided, and velcro, tack and pin compatible professional boards. Minimum order is 2 boards, but they can be expanded by adding additional hinging sections. Email us for more information.

K&J: Limited Hours Notice

Our office is open by appointment only, and staffed with limited hours. The best way to reach us is via email:

office@kjconventions.com

And we will get back to you as soon as we can. Thank You.

Materials Handling Instructions

2023 PowerUp!

INBOUND (preshow)

Order Forms and Payment
Must be Submitted to K&J
on or before May 8, 2023

All Shipment(s) must arrive
at Advance Warehouse on
or before May 15, 2023

1. Be sure your company name and PowerUp! is on all pieces. *We don't need booth number*
2. Use the label format on page 11 or use your own UPS/Fedex Labels
3. All items arriving at the hotel are subject to additional fees
4. Forklifts are not allowed in the hotel; advise if a palletjack is needed

Advance Warehouse Hours: Monday-Friday 8:30-4 pm (excluding holidays)

**ADVANCE
WAREHOUSE
ADDRESS**

K&J Convention Services (KJ for PowerUp + "Company Name")
Suhr Transport
#1 Huffman Ct.
Great Falls, MT 59404

After-Show

CUSTOMERS OF FEDEX or UPS (not fedex freight or ups freight)

(Service Type: standard/overnight, 2Day, 3 Day, Ground, Saver, etc.)

1. Customer must have preprinted /prepaid labels.
 you can email a copy of your outbound label to office@kjconventions.com
2. DO NOT Schedule a Pickup by Fedex or UPS. K&J will coordinate transfers. DO NOT create a Return Tag or Call Tag for your shipment.
 (We hand all UPS/Fedex off directly to agents for those companies. No hotel pickups.

**Most
customers ship
out with
Fedex or UPS.**

CUSTOMERS OF PRIVATE & LTL CARRIERS (YRC/UPSFreight, FEDEXFreight, MTS, Pilot etc.)

1. Customer must schedule a pickup with the private carrier.
2. Freight Pickup: Helena, MT: @ Friday, May 19 after 12 Noon
3. Bring or Email a Prepaid Bill of Lading to K&J
4. If you are shipping out of the USA, contact your carrier.
 All invoices, customs forms must be provided to K&J.
 K&J is not the shipper or a customs broker.
5. Freight will not be left at the hotel for pickup later.

Using Private /LTL Carrier ?
 Pickups can only be made at
 designated warehouse on
 specific date/time.

Private/LTL Pickup Location: Helena, MT

PICKUP DATE

PICKUP TIME:

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

Friday May 19

12 Noon - 4 pm

406-431-8295

IF YOU ARE SHIPPING TO THE SHOW, PLEASE COMPLETE AND RETURN:

Page 4: Payment/Credit Card Authorization

Page 7: Materials Handling Order Form

EXHIBIT FURNISHINGS & SERVICES ORDER FORM

2023 PowerUp! Expo
 Montana Credit Union Network

Discount Deadline:
May 8, 2023
 Add 25% to list pricing for orders placed or paid May 9 or later

Each Booth Includes One 6' Skirted Table | Two Chairs | Booth ID Sign | 500w/110v Power Source

TABLES & COUNTER RENTAL						List Price Each	TOTAL Due	
UPGRADE TABLE LENGTH		Skirt Color on Upgrade is designated show colors only	4' LONG		8' LONG	\$15.00		
UPGRADE Table to COUNTER			4' LONG	6' LONG	8' LONG	\$20.00		
+ ADD SKIRTED Table 30"H			4' LONG	6' LONG	8' LONG	\$47.00		
+ ADD SKIRTED COUNTER 42"H			4' LONG	6' LONG	8' LONG	\$52.00		
Choose Skirt Color		<input type="checkbox"/> Black	<input type="checkbox"/> Blue	<input type="checkbox"/> Red	<input type="checkbox"/> Silver	<input type="checkbox"/> HunterGrn	<input type="checkbox"/> Gold/Yellow	
K&J Does Not Rent Skirts or Covering for Personal Tables Brought Into the Show/or NON-KJ Tables								
Plain Table 30"H		NO SKIRT	Exhibitor must bring own cover		4' LONG	6' LONG	8' LONG	\$30.00
Plain COUNTER 42"H		NO SKIRT	Exhibitor must bring own cover		4' LONG	6' LONG	8' LONG	\$35.00
Tall ROUND BISTRO Table 42"H x 32R w/Black Spandex						\$35.00		
Short ROUND CAFÉ Table 30"H x 32R w/Black Cover						\$35.00		
CHAIR RENTAL Additional standard chairs are self-serve at the show								
Tall Chair - Padded Back and Seat (Counter Height)						\$25.00		
Padded Arm Chair (Table Height)						\$25.00		
All booths are located in the conference center. Alternate flooring options not available.								

RACKS & SPECIAL FURNISHINGS RENTAL							
2-Arm Bag & Garment Rack		Straight Arm		Waterfall Arm		\$35.00	
A-FrameCoat Rack {5' WIDE}						\$35.00	
Freestanding Literature Rack - 6 Pocket						\$45.00	
Easel: 3-Tier/Tripod Style (Aluminum)						\$10.00	
TableTop Riser (10" x10" sits on top of KJ table)		4'L	6'L	8'L		\$20.00	
FLATSCREEN "SMART TV" <small>sits on tall bistro (included)</small>		32" \$200	40" \$225	49" \$325			
Display Options (min order 2 pc)		ProPanel	Gridwall: 6'H	Gridwall: 8'H		\$45.00pc	
Professional Floor or TableTop Display See website for pricing and model#							

ELECTRICITY & UTILITIES						
Internet Access is not supplied by K&J. Contact the Facility or Expo! directly if you need wired internet (additional fee). Bring your own hotspot or other internet access point. Open Wireless, if available, is not secure or guaranteed. Bandwidth availability/speed may be subject to multiple users						
Power Accessories		Extension Cord \$10ea	Power Strip (not a surge protector) \$10ea			
110v Electrical	+600Watt/5amp \$20.00	+1200W/10amp \$25.00	+1800W/15amp \$30.00	+3000W/25amp \$40.00		
UPGRADE						

EXHIBITOR SERVICES	
Materials Handling -- attach form	Attach Forms

ORDER TOTAL

Standard Pricing (List +25%) Applies for Orders Placed or Paid May 9 or Later **+** ADD 25% of Order Total May 9 or Later

K&J Convention Services, LLC
 PO Box 5234 | Helena, MT 59604
 Phone: 406-442-3238 | FAX: 406-458-3265
 Email: Office@kjconventions.com

TOTAL AMOUNT DUE

Payments accepted by USMail, Fax, Email or via AdobeSign
 Orders submitted without payment are not processed / not eligible for discount
 K&J will not contact you for credit card information.

MATERIALS HANDLING ORDER FORM

MCUN PowerUp!Expo

Company Name: _____

Onsite Booth Rep: Name & CellPhone Number: _____

Order on or before May 8
Shipments must arrive on or before May 15

-----COMPLETE BOTH SECTIONS-----

INCOMING SHIPMENT(S):

Where is it coming from / when it will arrive

Carrier: UPS Fedex Other (LTL/Freight)

Other/LTL Carrier Name: _____

Est. Ship Date _____ From (City): _____

Number of Shipments _____

Estimated Total Weight Per Shipment _____

Estimated Total Number of Pieces _____

City Shipped From _____

Estimated Arrival @ Warehouse: _____ Must Arrive On Or Before May15

Tracking Number(s) -- or attach bill of lading/ other tracking details

AFTER-SHOW / REFORWARDING

Where is it going / how is it getting there
 (After Show Transfer to Carrier is included in your rate)

Carrier: UPS Fedex Other SPECIFY) _____

Destination (City): _____

Service Type: _____ Ground/Express/2-Day, Etc.

*PREPAID labels for After-Show Fedex/UPS Required
 Do Not Schedule /Arrange a PICKUP by UPS OR FEDEX
 Please send copies of your prepaid label(s) or bill of lading to:
 office@kjconventions.com*

OTHER Carrier (LTL / MotorFreight) Information:

Carrier Name: _____ PRO# _____

Telephone# _____

Service Type & Bill of Lading# _____
Physical Bill of Lading required for release to your carrier

Agent/Forwarder/Arranger Name/Cellphone Number _____

CALCULATION OF RATE - Credit Card Required to be on file for all materials handling

Single Shipment/Minimum Order Any number of pieces in one shipment. Total Weight: Less than 200 Pounds	\$100 Minimum Order \$100 Minimum Charge Per Shipment	
Single Shipment /201pounds+ Any number of pieces in one shipment. TOTAL WEIGHT: 201 Pounds or more	Est Weight: \$.50 per pound \$100 Minimum Charge Per Shipment	
Multiple Shipments	\$.50 per pound/per shipment \$100 Minimum Charge Per Shipment	
Shipment #1	Est Weight: \$.50 per pound/200# Min	
Shipment #2	Est Weight: \$.50 per pound/200# Min	
Shipment #3	Est Weight: \$.50 per pound/200#Min	

ADDITIONAL FEES / SURCHARGES

No Order Form on file when Shipment Arrives at Advance Warehouse	60¢/pound or \$120/min + \$50 special handling	
No Order /No Payment on file when Shipment Arrives at Advance Warehouse	60¢/pound or \$120/min + \$75 special handling	
OFF Target Arrival: Shipment Arrives at Advance Warehouse Late	\$100-\$300 depending on location/delivery hotshot	
Special Handling: Tip/Drop Indicator, Pallet Jack/Forklift etc.	\$75 per shipment	
CONTACT K&J FOR SHOWSITE RATES AND DETAILS <i>Warning: The Showsite is not contracted to receive or store freight.</i>		

SHIPMENT DEFINITION: A Shipment is " Any number of pieces received on the SAME DAY from the SAME SHIPPER and delivered by the SAME CARRIER.

There is a 200# minimum charge for each shipment received. We understand that your calculation is only an estimate. Final charges will be based on actual weights. We reserve the right to re-weigh shipments. Adjustments will be made accordingly. Shipments received without this form and payment on file will be charged special handling. Special delivery and special handling fees are in addition to advance and/or direct material handling fees. Customer is responsible for all actual shipping charges and fees. We encourage you to consolidate your shipments to save yourself money.

ORDER SUB TOTAL \$

Standard Pricing (List +25%) Applies for Orders Placed or Paid May 9 or later

ADD 25% of Order Total for Orders Placed May 9 or Later

Payment Due at Time of Order. We Do Not Invoice. Credit Card required for all Materials Handling/Labor

TOTAL DUE \$

ALL Shipments Must Arrive On or Before: Monday, May 15 (drop dead date)

K&J receives all shipments: crates/skids/envelopes/totes/boxes
 PowerUp! + Exhibit Company Name Must Be On All Shipments
 Collect Shipments Will not be accepted
 Extra Fees apply for Off-Target Delivery/ May 16 or later

ADVANCE WAREHOUSE SHIP-TO ADDRESS

TO: **EXHIBIT MATERIALS: KJ + PowerUp! + Company**
K&J Convention Services
 c/o Suhr Transport
 #1 Huffman Court
 Great Falls, MT 59404

ADVANCE WAREHOUSE ADDRESS

Make Sure Your Labels and/or Boxes Contain

**KJ + PowerUp! + your "Exhibiting Company"
on all items!**

BOOTH NUMBER IS NOT REQUIRED!!

FOR: _____
Exhibiting Company Name

SHOW NAME: PowerUp!/MT

**K&J Convention Services
c/o Suhr Transport
#1 Huffman Court
Great Falls, MT 59404**

406-431-8295

**All Shipment(s)
Must Arrive at the
Advance Warehouse on
or before May 15, 2023**



406-442-3238 | office@kjconventions.com

Credit Card Authorization

Email Orders To: office@kjconventions.com
 True Old-School Fax: 406-458-3265 K&J will also accept orders and payment submitted via DocuSign/Adobe Sign Networks.
 K&J will not contact you for payment information.
 WATCH FOR A "RECEIVED" CONFIRMATION AFTER YOU SUBMIT

COMPLETE ALL FIELDS. FIELDS IN RED ARE REQUIRED.

THIS AUTHORIZATION WILL REMAIN IN EFFECT UNTIL CANCELED OR CARD EXPIRATION

Exhibitor/Company Name					
CONTACT NAME					
PHONE NUMBER	DIRECT:		CELL:		
EMAIL					
Receipt Email (IF DIFFERENT)					
Card Issuer:	VISA	MasterCard	Discover	AMEX	
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	
<p>Client authorizes <u>K&J Convention Services, LLC</u> 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 K&J initiates activity or charges on the card.</p>					

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.

Standard pricing applies for all orders received without payment (No DISCOUNTS)

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. K&J will also receive payment information sent securely via DOCUSIGN or ADOBESIGN

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.

Orders received without payment will not be processed.

Discount pricing does not apply if an order is received 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: May 8, 2023

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 May 9 ;
- No refund or exchange credit if you **change your mind** about your order May 9 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 (noshow)
- 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.
- Sorry, tables will not be upgraded (or "swapped" May 9 or later

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 submission services

Standard pricing (no discounts) apply to orders that are submitted without payment or that require additional/other/specialized handling.

SERVICE TERMS and CONDITIONS

These Service Terms and Conditions limit your possible recovery in case of loss or damage. Service Terms/Conditions cannot be changed or amended.

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 pick-up 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 subrogation 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 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.