



Montana Veterinary Medical Association  
2023 MVMA Summer Meeting  
EXHIBITOR INFORMATION

**MVMA furnishes Each Booth With**

- 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:** 10'wide x 6' deep | All booths are on standard hotel ballroom carpet  
Pipe & Drape Booth Structure: 8' high backwall and 3' high side dividers.

**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

All Upgrades are Show Colors Only & Must Be Ordered on or before June 15 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 the *Materials Handling Order Form* on or before June 15 to qualify for best pricing. Shipments must arrive on or before June 20 to be eligible for on time delivery to the showsite.

**Electricity**

Each space is standard with 500watts of 110v power and one single plug outlet. 500 watts is *usually* sufficient to run laptops, monitors and display lighting. If you are plugging in more than one device, rent or bring a powerstrip. **CALL US IF YOU NEED IN EXCESS OF 500WATTS/4.5 AMPS**

**Exhibitor Schedule**

- Exhibit Setup:** Friday, June 23: 8am - 12 Noon
- Exhibit Strike:** Saturday, June 24: 10 am (ALL EXHIBITS MUST BE REMOVED AT SHOW CLOSING)

Official Exhibit Services, Freight & Electrical Contractor:

**K&J Convention Services, LLC**

Email us for best service! [office@kjconventions.com](mailto: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: June 15, 2023**

## Exhibit Service Contractor:

**K&J Convention Services, LLC**  
PO Box 5234, Helena, MT 59604  
Phone: 406-442-3238  
Email: [Office@kjconventions.com](mailto:Office@kjconventions.com)  
Website: [www.kjconventions.com](http://www.kjconventions.com)



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

**Discount Deadline  
to  
Order All Services  
June 15, 2023**

Shipments Must Arrive on  
or before **June 20**

## Exhibit Hall Carpet

The Exhibit Hall is located within a hotel. Use of a forklift is not permitted. All booths are carpeted.

## 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 Conference well in advance of the show. All sign text is based on the information you provided to the conference 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 Summer Hours Notice**

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

**[office@kjconventions.com](mailto:office@kjconventions.com)**

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

# Materials Handling Instructions

2023 MVMA

## INBOUND (preshow)

**All Order Forms and Payment Must be Submitted to K&J on or before June 15, 2023**

**All Shipment(s) must arrive at Advance Warehouse on or before June 20, 2023**

1. Be sure your company name and MVMA is on all pieces. We don't need booth number
2. Use the label format on page 6 or use your own prepaid UPS/Fedex Labels
3. Ship to the advance warehouse. 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)**

WAREHOUSE ADDRESS

**K&J Convention Services / MVMA + "Exhibiting Company Name"  
% Montana Transfer Company  
209 Commerce St.  
Missoula, MT 59808**

## AFTER-SHOW (After show handling is included in your MH fee)

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

*Most exhibitors fit into this shipper-type category*

1. Send prepaid labels with your booth rep. or email them to K&J: office@kjconventions.com
2. DO NOT Schedule a Pickup by Fedex or UPS. K&J will coordinate transfer to those carriers after the show. (ground, regular, 2/3day, saver or express shipments).
3. DO NOT create "Return Tag" or "Call Tag" for your shipment; do not send them to the hotel for pickup. We transfer it directly to Fedex and UPS.

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

1. Customer must schedule a pickup with the carrier.
2. Freight will be ready for pickup in our Helena, MT warehouse on Monday, June 26 after 12 Noon
3. Submit a Prepaid Bill of Lading to K&J - email is great! office@kjconventions.com
4. K&J is not a customs broker. If you are shipping outside of the USA, contact your shipping company regarding a customs broker.
5. Freight will not be left at the hotel for pickup later.

AFTER SHOW/ Freight will be transferred to your carrier out of **Helena, MT** on June 26 after 12 Noon:

K&J Convention Services  
% Capital Transfer & Storage  
1316 Bozeman Avenue  
Helena, MT 59601

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

**Page 7: Payment/Credit Card Authorization**

**Page 5: Materials Handling Order Form**

# EXHIBIT FURNISHINGS ORDER FORM

## 2023 MVMA Summer Meeting

**Discount Deadline:**  
**June 15, 2023**  
Add 25% to list pricing for orders received or paid June 16 or later.

Each Booth Includes One 6' Skirted Table | 2 Standard Chairs | Booth ID Sign | 500w/110v Power

QTY	TABLES & COUNTER RENTAL						List Pricing Each	TOTAL Due	
	<b>UPGRADE</b> Table Length	Upgrade Skirt Color is Black Only	<input type="checkbox"/> 4' LONG	<input type="checkbox"/>	<input type="checkbox"/> 8' LONG		\$15.00		
	<b>UPGRADE</b> Table to COUNTER (42"H)		<input type="checkbox"/> 4' LONG	<input type="checkbox"/> 6' LONG	<input type="checkbox"/> 8' LONG		\$20.00		
	<b>+ ADD</b> Skirted Table	30"H	<input type="checkbox"/> 4' LONG	<input type="checkbox"/> 6' LONG	<input type="checkbox"/> 8' LONG		\$47.00		
	<b>+ ADD</b> Skirted COUNTER	42"H	<input type="checkbox"/> 4' LONG	<input type="checkbox"/> 6' LONG	<input type="checkbox"/> 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						
	<b>+ Plain Table 30"H</b>	NO SKIRT	<input type="checkbox"/> 4' LONG	<input type="checkbox"/> 6' LONG	<input type="checkbox"/> 8' LONG		\$30.00		
	<b>+ Plain Counter 42"H</b>	NO SKIRT	<input type="checkbox"/> 4' LONG	<input type="checkbox"/> 6' LONG	<input type="checkbox"/> 8' LONG		\$35.00		
	<b>+ Tall ROUND BISTRO Table 42"H x 32R w/Black Spandex</b>						\$35.00		
	<b>+ Short ROUND CAFÉ Table 30"H x 32R w/Black Cover</b>						\$35.00		

QTY	CHAIR RENTAL			
	Tall Chair - Padded Back and Seat (Counter Height)		2 Standard Chairs are provided per each booth. Additional standard chairs are self-serve at the show	\$25.00
	Padded Arm Chair ( Table Height)			\$25.00

QTY	FLOORING
	All booths are located on Hotel Ballroom Carpet. Alternate flooring options not available.

QTY	RACKS & SPECIAL FURNISHINGS RENTAL				
	2-Arm Bag & Garment Rack	<input type="checkbox"/> Straight Arm	<input type="checkbox"/> Waterfall Arm		\$35.00
	A-Frame Coat 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)	<input type="checkbox"/> 4'L	<input type="checkbox"/> 6'L	<input type="checkbox"/> 8'L	\$20.00
	FLA TSCREEN "SMART TV"	<input type="checkbox"/> 32" \$200	<input type="checkbox"/> 40" \$225	<input type="checkbox"/> 49" \$325	
	Display Options (min order 2 pc)	<input type="checkbox"/> ProPanel	<input type="checkbox"/> Gridwall: 6'H	<input type="checkbox"/> Gridwall: 8'H	\$45.00pc
	Floor or TableTop Display Unit See website for pricing and model#				

ELECTRICITY & UTILITIES					
Internet Access is not supplied by K&J. Contact the Facility or MVMA directly if you need web 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	<input type="checkbox"/> Extension Cord \$10ea	<input type="checkbox"/> Power Strip (not a surge protector) \$10ea		
	Upgrade Electrical (in addition to 500W)	<input type="checkbox"/> +600Watt/5Amp \$20.00	<input type="checkbox"/> +1200W/10amp \$25.00	<input type="checkbox"/> +1800W/15amp \$30.00	<input type="checkbox"/> +3000W/25amp \$40.00

EXHIBITOR SERVICES	
Materials Handling -- attach form	Attach Forms

## ORDER TOTAL

Standard Pricing (List +25%) Applies for Orders Received or Paid June 16 or Later	<b>+</b>	ADD 25% of Order Total If Order Forms or Payment is received June 16 or later
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## TOTAL AMOUNT DUE

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

Full payment due at time of order. Sorry, we do not invoice.  
K&J will not call you for credit card information.

# MATERIALS HANDLING ORDER FORM

## 2023 MVMA

Company Name:

**DISCOUNT DEADLINE**

Onsite Booth Rep: Name & CellPhone Number:

**June 15, 2023**

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

### INCOMING SHIPMENT(S):

Where is it coming from / when it will arrive

### AFTER-SHOW / REFORWARDING

Where is it going / how is it getting there

*(after show handling is included in your rate)*

Carrier:

UPS  Fedex  Other :(LTL/Freight)

Carrier: (specify if not Fedex or UPS)

UPS  Fedex  Other (see below)

Other/LTL Carrier Name: \_\_\_\_\_

Est. Ship Date

From (City):

Destination (City):

Service Type:

Ground/Express/2-Day, Etc.

Number of Shipments

Estimated Total Weight Per Shipment

**PREPAID labels for After-Show Fedex or UPS Required**  
Do Not Schedule a PICKUP by UPS OR FEDEX for after show

Estimated Total Number of Pieces

City Shipped From

### OTHER Carrier (LTL / MotorFreight) Information:

Estimated Arrival @ Warehouse:

Must Arrive On Or Before June 20

Carrier Name:

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

Telephone#

Service Type & Bill of Lading#

Physical Bill of Lading required for release to your carrier

Agent/Arranger Name/Cellphone Number

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

<b>Single Shipment/Minimum Order</b> Any number of pieces in one shipment. Total Weight: Less than 200 Pounds	\$100 Minimum Order
<b>Single Shipment /201pounds+</b> Any number of pieces in one shipment. TOTAL WEIGHT: 201 Pounds or more	Est Weight: \$.50 per pound
<b>Multiple Shipments</b>	\$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 + \$75 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/or quote
<b>CONTACT K&amp;J FOR SHOWSITE RATES AND DETAILS</b> <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. Finalcharges 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.

**ORDER TOTAL**

\$

Standard Pricing (List +25%) Applies for Orders Forms Submitted or Paid June 17or later

ADD 25% of Order Total if order forms or payment is submitted June 16 or Later

**Payment Due at Time of Order. We Do Not Invoice.**  
Payment Accepted by Check or Credit Card

**TOTAL DUE**

\$

**ALL Shipments Must Arrive On or Before:**  
**Monday, June 20** (drop dead date)

K&J receives all shipments: crates/skids/envelopes/totes/boxes  
MVMA and *Exhibit Company Name* Must Be On All Shipments  
Collect Shipments Will not be accepted  
Extra Fees apply for Off-Target Delivery/ arriving June 20 or later

### ADVANCE WAREHOUSE SHIP-TO ADDRESS

TO: **EXHIBIT MATERIALS: MVMA + CompanyName**  
**K&J Convention Services 406-431-8295**  
c/o Montana Transfer Company  
209 Commerce Street  
Missoula MT 59808

**K&J Convention Services, LLC**

E: Office@kjconventions.com | P:406.442.3238 | F:406.458.3265

## ADVANCE WAREHOUSE ADDRESS

Make Sure Your Labels and/or Boxes Contain "MVMA"  
and your "Exhibiting Company"  
on all items!

**BOOTH NUMBER IS NOT REQUIRED!!**

FOR: \_\_\_\_\_  
Exhibiting Company Name

**SHOW NAME: MVMA**

**K&J Convention Services  
c/o Montana Transfer Company  
209 Commerce St.  
Missoula, MT 59808**

406-442-3238

**All Shipment(s)  
Must Arrive at the  
Advance Warehouse on  
or before June 20 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:	<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Discover	<input type="checkbox"/> AMEX	
Cardholder Name (AS SHOWN ONCARD):					
Card Number :					
16-DIGIT NUMBER: VISA / MASTERCARD / DISCOVER			(or)	15-DIGIT NUMBER: AMEX	
Expiration Date	<input type="text"/>	<input type="text"/>	C.V.V.	<input type="text"/>	
(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 <u>K&amp;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.					

**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.

**IMPORTANT: K&J will not process orders that are received without complete payment information. K&J staff will not call you for creditcard information**

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: June 15, 2023**

<b>CANCELLATION &amp; REFUND POLICY</b>	<b>EXHIBITOR CANCELS -- OR -- CHANGES ORDER</b>	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	
	<b>SHOW RESCHEDULED BY Producer</b>	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	
	<b>SHOW CANCELED by Producer/Government/Venue</b>	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 June 16 ;
- No refund or exchange credit if you **change your mind** about your order June 16 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.

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) applies 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 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 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.