

# 2024 MOA Annual Conference EXHIBITOR INFORMATION

#### **MOA 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: All booths are on standard hotel ballroom carpet

Pipe & Drape Booth Structure: 8' high backwall and 3' high side dividers.

Booth dimensions vary: all booths 8'w x 8'd // EXCEPT: Booths 5-10 are 10'wide | Foyer Booths are 8'w x 5'd

#### **Additional Booth Furnishings & Labor**

K&J is the Official Exhibit Services Contractor for this show. Additional rental items include additional tables, bistros, counters, racks, tall chairs. All orders must be paid and submitted on or before May 7 to qualify for discount pricing.

#### **TABLE UPGRADES AVAILABLE:**

Change your 6' table length: (4' or 8'): \$20

Change your table to a 42" tall skirted counter: \$25

Show Colors Only & Must Be Ordered on or before May 7 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 May 7 to qualify for best pricing. Physical Shipments must arrive at the advance warehouse: On or before May 14

#### **Electricity**

Each space is standard with <u>500watts</u> 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 500**watts**/4.5** AMPS

#### **Exhibitor Schedule**

**Exhibit Setup:** THURSDAY, May 16: 1 - 5 pm

**Exhibit Strike:** THURSDAY, May 16: 5:30 pm - 9 pm (ALL EXHIBITS MUST BE REMOVED AT SHOW CLOSING)

Official Exhibit Services, Freight & Electrical Contractor:

## **K&J Convention Services, LLC**

**Email us for best service!** 

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

**DISCOUNT DEADLINE: May 7, 2024** 

### **Quick Facts**

#### **Exhibit Service Contractor:**

**K&J Convention Services, LLC** 

PO Box 5234, Helena, MT 59604

Phone: 406-442-3238

Email: Office@kjconventions.com or kj.exhibitservices.mt@outlook.com

Website: www.kjconventions.com/mteyes

**One Stop Exhibit Services Including:** 

Booth Furnishings Materials Handling

**Electrical Service** 

#### **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 MOA in advance of printing. All sign text is based on the information you provided to MOA when you registered for a booth.

#### **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 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.

Discount
Deadline to
Order All Services
May 7, 2024

Physical Shipments Must Arrive on or before May 14.

### **Materials Handling Instructions**

2024 MOA

**INBOUND** (preshow)

**All Order Forms and Payment** Must be Submitted to K&J on or before May 7, 2024

All Shipment(s) must arrive at Advance Warehouse on or before May 14, 2024

- 1. Be sure your company name and MOA is on all pieces. We don't need booth number
- 2. Use the label format in this kit 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 palletiack is needed

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

WAREHOUSE **ADDRESS** 

**K&J Convention Services** / MOA + "Company Name" % Capital Transfer 1316 Bozeman Avenue Helena MT 59601

**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
- 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. Use standard prepaid labels.

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

- 1. Customer must schedule a pickup with the carrier for Friday, May 19.
- 2. Freight will be ready for pickup in our Helena, MT warehouse on Friday, May 18 after 12 Noon
- 3. Bring or Email a Prepaid Bill of Lading to K&J
- 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/ Helena Pickup Warehouse Friday, May 18 after 12 Noon:

**K&J Convention Services** 

% Capital Transfer 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

Email: Office@kjconventions.com

# **2024 MOA Conference Exhibitor Trade Show**

**Discount Deadline:** 

May 7, 2024

K&J will add a 25% surcharge to all orders received or paid May 8 or later

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

□ TABLES & COUNTER RENTAL							List Pricing Each	TOTAL Due
UPGRADE TABLE LENGTH Skirt Color on U			4' LONG			8' LONG	\$20.00	
UPGRADE Table to COUNTER is designated sh	now		4' LONG		6' LONG	8' LONG	\$25.00	
+ ADD SKIRTED Table 30"н			4' LONG		6' LONG	8' LONG	\$47.00	
+ ADD SKIRTED COUNTER 42"H	ľ		4' LONG		6' LONG	8' LONG	\$52.00	
Choose Skirt Color  K&J Does Not Rent Skirts or Covering for Personal Tables Brought Into	Red	/or N	Silver		HunterGrr	Gold/Yellow	,	
Plain Table 30"H NO SKIRT Exhibitor must bring on		, 01 10	4' LONG		6' LONG	8' LONG	\$30.00	
Plain COUNTER 42"H NO SKIRT Exhibitor must bring ov	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								
QTY CHAIR RENTAL	CHAIR RENTAL							
Tall Chair - Padded Back and Seat (Counter Heig	Tall Chair - Padded Back and Seat (Counter Height)  Additional standard chairs are self-serve at the show							
Padded Arm Chair ( Table Height)			are seit-s	serv	e at the s	snow	\$25.00	
QTY FLOORING RENTAL sits on TOP of existing hote	l carpet							
All booths are located on Hotel Ballroom Carpet. Alternate flooring options not available.								
<b>QTY</b> RACKS & SPECIAL FURNISHINGS RENTAL								
2-Arm Bag & Garment Rack	Straight	: Arı	n		Waterfa	l 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	Г	6'L	Т	8'L		\$25.00	
FLA TSCREEN "SMART TV"	32" \$20	00	40" \$	225	4	19" \$325		
Display Options (min order 2 pc) ProPanel Gridwall: 6'H Gridwall: 8'H \$40.00pc								
ELECTRICITY & UTILITIES								
Internet Access is not supplied by K&J. Contact the Facility or M								or other internet
access point. Open Wireless, if available, is not secure or guarar  Power Accessories Extension Cord \$1		dwid				subject to multiple ge protector)		
	+1200W	1/10		י) קו	+1800W	•	<u> </u>	
110v Electrical	\$25.0		amp		\$30.0 \$30.0	•	+3000W/25amp \$40.00	
EXHIBITOR SERVICES							,,	
Materials Handling and/or Install-Disman	itle Lab	or	attach fo	rm			Attach Forms	
					OF	EDER 1	ΓΟΤΑL	
K&J will apply standard pricing (list + 25%) to	all		=					
orders received or paid May 8 or later								
K&J Convention Services, LLC	1 _		<b>TA!</b>	g.		<b></b>		
PO Box 5234   Helena, MT 59604		U	IAL	P	VIVI (	JUNI	DUE	
Phone: 406-442-3238   FAX: 406-458-3265								

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

#### 2024 MOA MATERIALS HANDLING ORDER FORM **DISCOUNT DEADLINE** Company Name: May 7, 2024 Onsite Booth Rep: Name & CellPhone Number: AFTER-SHOW / REFORWARDING Where is it going / how is it getting there NCOMING SHIPMENT(S): Where is it coming from / when it will arrive (after show handling is included in your rate) Carrier: (specify if not Fedex or UPS) Carrier: □UPS □Fedex □ Other:(LTL/Freight) □UPS □Fedex □ Other (see below) Other/LTL Carrier Name: From (City): Destination (City): Est. Ship Date Service Type: Ground/Express/2-Day, Etc. **Number of Shipments Estimated Total Weight Per Shipment** PREPAID labels for After-Show Fedex/UPS Required Do Not Schedule /Arrange a PICKUP by UPS OR FEDEX **Estimated Total Number of Pieces** City Shipped From OTHER Carrier/ LTL / MotorFreight Carrier Information: Must Arrive On Or Estimated Arrival @ Warehouse: 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 Single Shipment/Minimum Order \$100 Minimum Order Any number of pieces in one shipment. Total Weight: Less than 200 Pounds Single Shipment /201pounds+ \$.50 per pound Any number of pieces in one shipment. TOTAL WEIGHT: 201 Pounds or more \$.50 per pound/per shipment \$100 Minimum Charge Per Shipment Multiple Shipments 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 minimum \$75 per shipment Special Handling: Tip/Drop Indicator, Pallet Jack/Forklift etc. CONTACT K&J FOR SHOWSITE RATES AND DETAILS Warning: The Showsite is not contracted to receive or store freight. 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 SUB TOTAL ADD 25% of Order Total Standard Pricing (List +25%) will be added to all orders received or paid May 8 or later May 8 or Later Payment Due at Time of Order. We Do Not Invoice. TOTAL DUE Payment Accepted by Check or Credit Card ADVANCE WAREHOUSE SHIP-TO ADDRESS ALL Shipments Must Arrive On or Before: Tuesday, May 14 (drop dead date) TO: EXHIBIT MATERIALS: MOA + Company K&J receives all shipments: crates/skids/envelopes/totes/boxes **K&J Convention Services** 406-431-8295 MOA and Exhibit Company Name Must Be On All Shipments c/o Capital Transfer Collect Shipments Will not be accepted 1316 Bozeman Avenue Extra Fees apply for Off-Target Delivery/ arriving May 15 or later Helena, MT 59601

#### 2024 MOA Conference -- Exhibitor TradeShow

## **ADVANCE WAREHOUSE ADDRESS**

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

**BOOTH NUMBER IS NOT REQUIRED!!** 

Exhibiting Company Name	
SHOW NAME: MOA	
K&J Convention Services c/o Capital Transfer 1316 Bozeman Avenue	406-442-3238
Helena, MT 59601	

All Shipment(s)
Must Arrive at theAdvance
Warehouse on or before
May 14, 2024



406-442-3238 | office@kjconventions.com

### **Credit Card Authorization**

Email Orders To: office@kiconventions.com True Old-School Fax: 406-458-3265K&J will also accept orders and payment submitted via AdobeSign. 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 Nar	me								
CONTACT NAME									
PHONE NUMBER	DIRI	ECT:				CELL:			
EMAIL									
Receipt Email (IF DIFFERENT)									
Card Issuer:	VISA		MasterCar	d		Discove	r		AMEX
Cardholder Name (AS SHOWN ONCARD):									
Card Number :	c. /		1,510,001,155		(1)	4.5			
16-DIGIT NUMBER: VI	SA / MASTE	RCARD	/ DISCOVER		(or)	15	-DIGIT NUMB	ER: A	AMEX
Expiration Date	_				C.V.\				-
_		(MM / Y	Υ)				DISCOVER		
Card STREET OR Billing Address:	РО ВОХ			Сіту			STA	TE/PI	ROVINCE
Card Billing ZIP/Postal Code:									
Customer Signature						Date	9		
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									

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 ADOBESIGN

#### **K&J Convention Services, LLC**

PO Box 5234 | Helena, MT 59604 406-442-3238 | 406-458-3265fax office@kjconventions.com

# 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 7,2024**

	EXHIBITOR CANCELS OR	REFORE Discount Deadline	Refund 50% of original order amount; less 10% processing fee			
		AFTER Discount Deadline:	All Orders are Final. No refund or Exchange Credit			
CANCELLATION		At Setup or Showsite:	All Orders are Final. No refund or Exchange Credit			
& REFUND	SHOW RESCHEDULED	ISame Calendar Year:	K&J will hold your order and payment until the rescheduled date.			
- '	by Producer	Different Calendar Year:	Show Canceled by Producer Policy Applies			
POLICY		EXHIBITOR Not Attending	K&J Refunds 50% of original order amount			
		BEFORE K&J has Setup				
	SHOW CANCELED by		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			
	Producer/Government/Venue		Refund 50% of Order			
			No Refund			

- No refund or exchange credit for cancellation (for any reason) on or after May 7;
- No refund or exchange credit if you *change your* mind about your order May 8 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 Adobe Sign, our email is office@kjconventions.com or use our www.kjconventions.com/paynow secure portal. 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.

#### K&J Convention Services, LLC PO Box 5234 - Helena, MT 59604

# **Installation & Dismantle**

Montana Optometric Annual Conference 2024  COMPANY NAME:  CONTACT NAME:  PHONE:  Meed help? K&J will install your display in your booth prior to Exhibitor Setup. Sorry, we If K&J is dismantling or packing your outbound freight, call for instructions a K&J reserves the right to adjust the number of persons based on large, complica heavy items. All labor ordered at show site will be installed/dismantled on a first	nd pickup schedule. ted, or multiple piece or
Need help? K&J will install your display in your booth prior to Exhibitor Setup. Sorry, we If K&J is dismantling or packing your outbound freight, call for instructions a K&J reserves the right to adjust the number of persons based on large, complica heavy items. All labor ordered at show site will be installed/dismantled on a first	nd pickup schedule. ted, or multiple piece or
Need help? K&J will install your display in your booth prior to Exhibitor Setup. Sorry, we If K&J is dismantling or packing your outbound freight, call for instructions a K&J reserves the right to adjust the number of persons based on large, complica heavy items. All labor ordered at show site will be installed/dismantled on a first	nd pickup schedule. ted, or multiple piece or
Need help? K&J will install your display in your booth prior to Exhibitor Setup. Sorry, we If K&J is dismantling or packing your outbound freight, call for instructions a K&J reserves the right to adjust the number of persons based on large, complica heavy items. All labor ordered at show site will be installed/dismantled on a first	nd pickup schedule. ted, or multiple piece or
Need help? K&J will install your display in your booth prior to Exhibitor Setup. Sorry, we If K&J is dismantling or packing your outbound freight, call for instructions a K&J reserves the right to adjust the number of persons based on large, complica heavy items. All labor ordered at show site will be installed/dismantled on a first	nd pickup schedule. ted, or multiple piece or
If K&J is dismantling or packing your outbound freight, call for instructions a K&J reserves the right to adjust the number of persons based on large, complica heavy items. All labor ordered at show site will be installed/dismantled on a first	nd pickup schedule. ted, or multiple piece or
K&J is not responsible for product or literature that is not properly packed and	l labeled by Exhibitor.
Installation & Dismantle Labor Service Detail	
Minimum Charge: One Hour Per Man/Per Hour @ Install. One Hour Per Man Thereafter labor is charged in 1/2 Hour Increments	n/Per Hour @Dismantie
	0 Per Man/Per Hour
Must be ordered and paid by May 7  Select Labor Services & Calculate Cost:	v 8 or later
You must ship your display to our advance warehous Materials Handling required for all labor orders. Complete Materials All installation/dismantle is performed by KJ Team Leads / Management pri	Handling Forms
INSTALL (will be completed prior to Exhibitor setup at K&J discretion)	
# of People:x Approx Hours per Person: = Total Hours	:(One Hour Min.)
DISMANTLE	
# of People: x Approx Hours per Person: = Total Hours	: (One Hour Min.)
Total Hoursx \$50.00 / hour (@Discount pricing) = \$	
Must be ordered and paid on or before May 7  Total Hoursx \$60.00 / hour (@regular pricing) = \$  If ordered or paid May 8 or later	ESTIMATED TOTAL COST
SPECIAL INSTRUCTIONS/COMMENTS  REQUIRED: Please include special instructions and setup/photo/drawing of your display. Tel  K&J reserves the right to adjust the number of staff required based on large, complicated, or	• .
Submission of this form is acknowledgement and acceptance of the Service Terms and Conditions, of All labor orders are final/non-cancellable or changeable May 8 or later.  Credit Card Required to be on file for All Labor Se	

#### 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 Servi ces, and K&J Convention Decorato rs.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 ("FAC").
- 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.
- 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 MATERI- ALS
  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 dam-age 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 MO NT ANA 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 JURISDICITON 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&U'S equipment;
  - $\bullet \ \ \mathsf{EXHIBITOR'S} \ \mathsf{violation} \ \mathsf{of} \ \mathsf{Federal}, \\ \mathsf{State}, \\ \mathsf{County} \ \mathsf{or} \ \mathsf{Local} \ \mathsf{ordinances}; \\$
  - $\bullet\,$  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.