



POWERUP! Standard Booth Package (furnished as part of your registration)

- 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

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 - BOOTH CARPET - AND MORE!

TABLE UPGRADES AVAILABLE:

- Change your 6' table length: (4' or 8'): \$20
- Change your table to a 42" tall skirted counter: \$25

Upgrades are available in show colors only. Upgrade Fees Apply.
Order upgrades on or before May 14

Shipping

The Civic Center/MCUN will not receive or store your freight. All materials handling should be coordinated through K&J. Please review the shipping information and complete all forms as instructed. **Return the *Materials Handling Order Form* to K&J on or before May 14 to qualify for best pricing. Shipments must arrive at K&J advance warehouse April 13 - May 14 to be eligible for delivery to showsite.** If your shipment will not arrive at our advance warehouse on or before May 20, additional charges will apply.

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: Wednesday, May 22: 1-4 pm
- Show Hours: Wednesday: 4-6:30 pm & Thursday: 7:30-8:45a | 10:30-11 am
- Exhibit Strike: Thursday, May 23: 1:30 pm (all exhibits must be removed at 1:30/show close)

Official Exhibit Services, Freight & Electrical Contractor:

K&J Convention Services, LLC

Email us for best service!

stacey@kjconventions.com | Fax: 406-458-3265

Phone 406-442-3238: Our office hours vary due to show schedules. For best response, please email us.

DISCOUNT DEADLINE: May 14, 2024

Advance Warehouse Shipment Arrival Deadline: May 20, 2024

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

Official Exhibit Service Contractor:
Booth Furnishings Shipping/Materials Handling
Electrical Service

Discount Deadline
to Order All Services
May 14, 2024

(Order forms and payment must be received
at K&J on or before May 14)

Actual Shipments
Must arrive at Advance
Warehouse on or before
May 20, 2024 (drop dead date)
Shipments arriving late will incur additional charges

Exhibit Hall Carpet

The Helena Civic Center boasts a rich history and one-of-a-kind features that collectively contribute to the allure and functionality of events held here. This years **PowerUp! Exhibit Hall** is located in the Ballroom of this iconic landmark. Solid and well-maintained flooring is polished to a high shine, creating a beautiful and glamorous landscape below the magnificent chandeliers.

Booth carpeting would detract from the space, and is not available for rental this year.
Please enjoy Helena's historic gem!

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 by approved MCUN based on your registration for Exhibit Space.

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.

INTERNET / WIFI

All internet is shared bandwidth WIFI and is managed/provided by the Civic Center /MCUN to all guests and exhibitors. **We recommend that if you need dedicated connectivity in the trade show for streaming/demos/websites** (anything other than routine checking-answering email) **that you bring your own hotspot.** There is no dedicated internet available at this show.

K&J Office: We've limited our hours !

Our business is trade shows held in multiple venues and locations around Montana. Our office is open by appointment only, and with limited hours.

The best way to reach us is via email:

stacey@kjconventions.com

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

Materials Handling Instructions

2024 Montana PowerUp!

INBOUND (preshow)

UPS and Fedex are the most-used carriers at this show

All Order Forms and Payment Must be Submitted to K&J on or before May 14, 2024

All Shipment(s) must arrive at Advance Warehouse on or before May 20, 2024

(May 20 is drop dead date due to scheduling)

1. Be sure your company name and POWERUP! is on all pieces. WE DO NOT REQUIRE BOOTH NUMBER
2. Use the label format on page 6 or use your own UPS/Fedex Labels
3. We do not recommend shipping to the Civic Center (or MCUN) directly.
4. Forklifts are not allowed in the Civic Center advise if a palletjack is needed

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

ADVANCE
WAREHOUSE
ADDRESS

TO: **K&J Convention Services / POWERUP! + "Company Name"**
Capital Transfer & Storage
1316 Bozeman Avenue
Helena, MT 59601

Be sure to submit the materials handling order form to K&J by May 14 if you ship to the advance warehouse. Additional fees if we don't receive your paperwork.

Exhibitor is responsible for all actual shipping fees.

AFTER-THE-SHOW (outbound) INSTRUCTIONS (for CUSTOMERS OF FEDEX or UPS)

HINT: FedEx & UPS are traditionally the most utilized carrier at this show.

1. Send prepaid labels to be used for after show return/forwarding inside your shipment, with your booth rep. or email them to K&J: stacey@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.

CUSTOMERS OF PRIVATE & LTL CARRIERS (Private Carriers, MTS, Pilot etc.)

Fedex-FREIGHT or UPS-FREIGHT are considered "private carriers"

1. Customer must schedule a pickup with the carrier.
2. Contact K&J for pickup address and appointment instructions
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 and related required documents.
5. Private carriers must show up when **scheduled**. Items will not be left at the Civic Center for pickup later
ADDITIONAL FEES WILL BE CHARGED FOR NO-SHOWS, LATE PICKUP OR FORCE FREIGHT

Exhibitor must contact K&J to arrange an appointment for carrier pickup on Friday May 24 12 - 4 pm
K&J Convention Services - 406-442-3238 | Send BOL to: stacey@kjconventions.com

IF YOU ARE SHIPPING TO THE SHOW, PLEASE COMPLETE AND RETURN:
Page 7: Payment/Credit Card Authorization
Page 5: Materials Handling Order Form

FURNISHINGS & SERVICES ORDER FORM

POWERUP! Montana 2024

Company Name:

Contact Name

Email Address:

Cell/Best Number

**ORDER & PAY on or before
May 14 for best pricing**

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

QTY	TABLES & COUNTER RENTAL		Price Each	TOTAL Due		
	UPGRADE TABLE LENGTH	Skirt Color on Upgrades: designated show colors only	4' LONG	8' LONG	\$20.00	
	UPGRADE Table to COUNTER		4' LONG	6' LONG	8' LONG	\$25.00
	+ 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	

QTY	CHAIR RENTAL		Price Each	TOTAL Due
	Tall Chair - Padded Back and Seat (Counter Height)	Additional standard chairs are self-serve at the show		\$25.00
	Padded Arm Chair (Table Height)			\$25.00

Carpet is not available at this show | Enjoy our historic space!

QTY	RACKS & SPECIAL FURNISHINGS RENTAL		Price Each	TOTAL Due	
	2-Arm Bag & Garment Rack	Straight Arm	Waterfall Arm	\$35.00	
	Clothing/Coat Rack	A-Frame	Rolling Rack	\$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	\$25.00
	FLATSCREEN "SMART" TV	32" \$200	40" \$225	49" \$325	
	Display Options (min order 2 pc)	ProPanel	Gridwall: 6'H	Gridwall: 8'H	\$40.00pc
	Floor or TableTop Display Unit See website for pricing and model#				

ELECTRICITY & UTILITIES

Internet Access is not supplied by K&J. Contact Renee at MCUN 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 UPGRADE	+600Watt/5Amp \$25.00	+1200W/10amp \$30.00	+1800W/15amp \$40.00	+3000W/25amp \$50.00

EXHIBITOR SERVICES

Materials Handling -- attach form	Attach Forms
-----------------------------------	--------------

ORDER TOTAL

K&J will automatically add a 25% surcharge on all orders received or paid May 15 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

MATERIALS HANDLING ORDER FORM

2024 POWERUP! Montana

Company Name: _____
 Onsite Booth Rep: Name & CellPhone Number: _____

DISCOUNT DEADLINE
May 14, 2024

-----COMPLETE BOTH SECTIONS AND RETURN TO K&J-----

INCOMING SHIPMENT(S):
 Where is it coming from / when it will arrive

Carrier: **FedEx & UPS are the most utilized carrier at this show.**
 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 May 20

Tracking Number(s) (or LTL/Private Carrier BOL and Phone #)

AFTER-SHOW / REFORWARDING
 Where is it going / how is it getting there
(after show handling is included in your rate)

Carrier: *(specify if not Fedex or UPS)*
 UPS Fedex Other (see below)

Destination (City): _____

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

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

OTHER Carrier/ LTL / MotorFreight Carrier Information: X

Carrier Name: _____

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

OR
OR

Single Shipment/Minimum Order <small>Any number of pieces in one shipment. Total Weight: Less than 200 Pounds</small>	\$100 Minimum Order
Single Shipment /201pounds+ <small>Any number of pieces in one shipment. TOTAL WEIGHT: 201 Pounds or more</small>	Est Weight: \$.50 per pound
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 Additional fees are charged if your shipments need unexpected/additional handling

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 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 pound minimum charge for each shipment received (0-200pounds). 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 at the advance warehouse without this form and payment on file (or at the showsite) will be charged special handling. Special delivery and special handling fees are in addition to standard fees. We recommend that you consolidate multiple packages into one shipment to save money. Exhibitor is responsible for all actual shipping charges/fees.

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

TOTAL DUE \$ _____

Standard Pricing (List +25%) Applies for Order Forms Submitted or Paid May 15 or later.. Automatically added at time of processing

ALL Shipments Must Arrive On or Before:
Friday, May 20 (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/ arrivals May 21 or later.
 Shipments arriving After May 20 may be refused.

ADVANCE WAREHOUSE SHIP-TO ADDRESS

TO: **EXHIBIT MATERIALS: POWERUP! + Company**
K&J Convention Services 406-431-8295
 c/o Capital Transfer & Storage
 1316 Bozeman Avenue
 Helena, MT 59601

2024 POWERUP! Montana

ADVANCE WAREHOUSE ADDRESS

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

BOOTH NUMBER IS NOT REQUIRED!!

FOR: _____
Exhibiting Company Name

SHOW NAME:POWERUP!

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

406-442-3238

**All Shipment(s)
Must Arrive at the Advance Warehouse
on or before May 20, 2024**

**If your shipment will not arrive on or before May 20, additional
fees will apply.**

Credit Card Required for all Materials Handling Orders

Shipments received without an order or payment on file will incur additional fees and delivery delays
For your security, K&J Team will not contact you for credit card information



406-442-3238 | office@kjconventions.com

Credit Card Authorization

Email Orders To: office@kjconventions.com

True Old-School Fax: 406-458-3265

K&J Team will not contact you for payment information.

WATCH FOR A "RECEIVED" CONFIRMATION AFTER YOU SUBMIT

Secure payment link also at: www.kjconventions.com/paynow

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			
<p>Client authorizes <u>K&J. Convention. Services, LLC</u> to charge the credit card for Exhibit and Event- related purchases, services, rentals, and/or damage/loss. Client understands 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)

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 14, 2024

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 15;
- No refund or exchange credit if you **change your mind** about your order May 15 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 secure email (docusign or Adobe Sign), our email is office@kjconventions.com DO NOT password protect -- 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 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 of or contributed to by any of the following:

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

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

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

16. NON-CHANGEABLE. Any alterations, additions or editing of this Contract is not authorized or accepted.