

MSAWWA/MWEA Joint Conference 2024 EXHIBITOR INFORMATION

The Conference 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

Two Chairs

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

Additional Booth Furnishings & Labor

K&J offers: table upgrades - additional tables - 42"high counters - tall bar-height chairs - wastebasket - tall round bistro tables - flatscreen TV - and more.

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 April 16 to Qualify for Upgrade. Upgrade Fees Apply.

Electricity

Each space is standard with <u>500watts (4.5amp)</u> of 110v power and one single plug outlet. 500 watts is *usually* sufficient to run laptops, monitors and display lighting. Upgrades Available if you are pulling more than 500watts. **Plugging in more than one device? rent or bring a powerstrip.**

Shipping

K&J is happy to assist you with Materials Handling. Our service includes: receiving your shipments until April 22 at our advance warehouse | transfer them directly to your booth at the show | and after the show, we will transfer to your carrier (YOUR REP WILL NOT HAVE TO SEARCH FOR A PICKUP/DROPOFF).

If you do not wish to contract with K&J for materials handling, Exhibitors <u>are</u> allowed to ship directly to the hotel. Contact the hotel directly for more information. This is a <u>self-service</u> type feature, and K&J will not assist your reps with locating your shipments, labor to transfer them to/from your booth, or worry about it or transfer them to your carrier after the show. Self-service Materials handling is not monitored or coordinated by K&J and is the exhibitors responsibility.

Exhibitor Schedule

Exhibit Setup: Tuesday, April 23: 2 - 5 pm (SORRY, NO EARLYBIRDS)

Exhibit Strike: Thursday, April 25: 1 pm (afterlunch) ALL EXHIBITS MUST BE REMOVED AT SHOW CLOSE

Official Exhibit Services Contractor:

K&J Convention Services, LLC

Please **EMAIL** us for best service! stacey@kjconventions.com

406-442-3238 **I Fax: 406-458-3265** At this time, our office is not fully staffed and open hours vary.

Email or fax is the best way to contact us or order.

DISCOUNT DEADLINE: April 16, 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 Website: www.kjconventions.com

One Stop Exhibit Services Including:

Booth Furnishings Materials Handling

Electrical Service



Discount
Deadline to
Order All
Services: April 16

Shipments Must Arrive on or before April 21

Exhibit Hall Carpet

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

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:

stacey@kjconventions.com

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

K&J Convention Services

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

ELECTRICAL GUIDELINES

Each booth is furnished with One 500 Watt/110v power connection and one single-plug outlet (500watts = 4.5 amp)

500w/4.5 amps is usually sufficient for a laptop, standard display lights, cellphone charging, etc.

If you need more power than 500watt/4.5 Amps, you must order by April 22.

220v is limited.

Contact K&J Immediately if you need 220v - 220v may relocate your booth assignment.

Check Label on Your Equipment for Power Requirements

+ 600 Watt / 5 Amps

TV/VCR, Computer, Display Lights, ¼ HP Motor, etc.

+ 1200 Watt / 10 Amps

Hair Dryer, Vacuum Cleaner, Small Crock Pot, ½ HP Motor

+ 1800 Watt / 15 Amps

Frying Pan, Large Kitchen Appliances, ¾ HP Motor

+ 3000 Watt / 25 Amps

Commercial Cooking Equipment, Multiple Kitchen Appliances

220v- Extremely Limited. Call for Availability/Guarantee

You are not required to use K&J Materials Handling Services. If you wish to handle your own freight, contact the Hotel for shipping details. K&J will not handle, receive, sign for or move shipments sent directly to the hotel. Materials Handling Forms and instructions in this kit do not apply to shipments sent directly to the hotel/if you are handling your own freight.

K&J Materials Handling Instructions

2024 MSAWWA

INBOUND (preshow)

All Order Forms and Payment Must be Submitted to K&J on or before April 16, 2024

All <u>Shipment(s)</u> must arrive at Advance Warehouse on or before April 22, 2024

- 1. Be sure your company name and MSAWWA is on all pieces. We don't need booth number
- 2. Use the label format on page 7 or use your own UPS/Fedex Labels
- 3. If you send your items to the hotel, do not submit a materials handling form to K&J.
- 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)



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

K&J AFTER-SHOW Handling

AfterShow handling is included in your Materials Handling fees. *If you are handling your own shipments and are sending your shipments directly to the hotel, please do not order materials handling from K&J*

K&J CUSTOMERS: FEDEX or UPS (not fedex freight or ups freight)

most common shipper choice

- 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. Please DO NOT create "Return Tag" or "Call Tag" for your shipment. Use an actual prepaid label.

K&J CUSTOMERS: PRIVATE & LTL CARRIERS (OLD/NPT/UPSFreight, FEDEXFreight, MTS, Pilot etc.)

- 1. Customer must schedule a pickup with the carrier.
- 2. Freight will be ready for carrier pickup @ Helena warehouse Friday, April 26 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, April 26 after 12 Noon:

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

IF YOU ARE SHIPPING TO THE SHOW AND USING K&J MATERIALS HANDLING SERVICES, PLEASE COMPLETE AND RETURN:
Page 8: Payment/Credit Card Authorization

age 8: Payment/Credit Card Authorization
Page 6: Materials Handling Order Form

EXHIBIT FURNISHINGS ORDER FORM

Each Booth Includes One 6' Skirted Table | Two Chairs

2024 MSAWWA/MWEA Conference

500w/110v Power Source

Discount Deadline:
April 16, 2024

Add 25% to list pricing for orders received or paid April 17 or later

QTY	TABLES & COUNTER RENTAL Upgrades									Price Each	TOTAL Due
	UPGRADE 6' Table Length Skirt Color of				4' long				8' LONG	\$20.00	
	UPGRADE 6' Table to COUNTER is designate colors only	ea sn	ow		4' LONG		6' LON	G	8' LONG	\$25.00	
	+ ADD SKIRTED Table 30"н				4' LONG		6' LON	G	8' LONG	\$47.00	
	+ ADD SKIRTED COUNTER 42"H				4' LONG		6' LON	G	8' LONG	\$52.00	
山	Choose Skirt Color K&J Does Not Rent Skirts or Covering for Personal Tables Broug	nt Inte	Red		Silver		Hunte	·Grn	Gold/Yellow		
	Plain Table 30"H NO SKIRT Exhibitor must br			-1	4' LONG	П	6' LON	G	8' LONG	\$30.00	
	Plain COUNTER 42"H NO SKIRT Exhibitor must br	ing ov	wn cover	-	4' LONG		6' LON	_	8' LONG	\$35.00	
	Tall ROUND BISTRO Table 42"H x 32R w/Bla	ck S	pandex						\$35.00		
	Short ROUND CAFÉ' Table 30"H x 32R w/Bla	cover							\$35.00		
QTY	QTY CHAIR RENTAL										
	Tall Chair - Padded Back and Seat (Counter Height) Additional standard chairs \$25.00										
	Padded Arm Chair (Table Height)			are self-serve at the show				\$25.00			
QTY	QTY RACKS & SPECIAL FURNISHINGS RENTAL										
	2-Arm Bag & Garment Rack Straigh			Arn	rm Waterfall Arm			\$35.00			
	A-FrameCoat Rack (5' WIDE)								\$35.00		
	Freestanding Literature Rack - 6 Pocket								\$55.00		
	Easel: 3-Tier/Tripod Style (Aluminum)									\$10.00	
	TableTop Riser (10" x10" sits on top of KJ table)		4'L		6'L		8'L			\$20.00	
	FLA TSCREEN "SMART TV"		32" \$20	0	40" \$	225		49"	\$325		
	Display Options (min order 2 pc) ProPanel				Gridwal	l: 6'	Н	Grid	wall: 8'H	\$45.00pc	
	Floor or TableTop Display Unit See website for pricing and model#										
	ELECTRICITY & UTILITIES										
	Internet access is managed by the Hilton and MSAWWA. It is an open/shared wifi. If you need a secure or										
	dedicated line, we recommend you bring your own hotspot or contact the hotel for options.										
	Power Accessories Extension Cord \$10ea Power Strip (not a surge protector) \$10ea										
	110v Electrical +600Watt/5Amp		+1200W/	/10	amp		+1800)W/15a	ımp ·	+3000W/25amp	
	UPGRADE \$20.00		\$25. 0 0	0	•		\$3	80.00		\$40.00	
	EXHIBITOR SERVICES										
	Materials Handling attach form									Attach Forms	
	DISCOUNT DEADLINE: April 16, 2024 ORDER TOTAL										
	Standard Pricing (List +25%) Applies fo	or O	rders				К8	J will	add an a	dditional 25	% of your total

K&J Convention Services, LLC

PO Box 5234 | Helena, MT 59604

Phone: 406-442-3238 | FAX: 406-458-3265

Received or Paid April 17 or later.

K&J will add it on at time of order processing..

Email: Office@kjconventions.com

K&J will not call you for credit card information if payment is not received at time of order. .

April 17 or later

order if Order is placed/received/or paid

Please email or fax your orders in on or before April 16. You may also submit your order via adobe sign/docusign.

MATERIALS HANDLING ORDER FORM **MSAWWA 2024** DISCOUNT DEADLINE Company Name: April 16, 2024 Onsite Booth Rep: Name & CellPhone Number: ------ COMPLETE BOTH SECTIONS AFTER-SHOW / REFORWARDING NCOMING SHIPMENT(S): Where is it coming from / when it will arrive Where is it going / how is it getting there Carrier: (specify if not Fedex or UPS) Carrier: □UPS □Fedex □ Other:(Lttl/Freight) □UPS □Fedex □ Other (see below) From (City): Est. Ship Date Destination (City): Service Type: **Number of Shipments** Ground/Express/2-Day, Etc. PREPAID labels for After-Show Fedex/UPS Required Do Not Schedule /Arrange a PICKUP by UPS OR FEDEX **Estimated Total Weight Per Shipment Estimated Total Number of Pieces** OTHER Carrier/ LTL / MotorFreight Carrier Information: City Shipped From 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 PRO# 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 \$.50 per pound x 200 pounds Single Shipment /201 pounds+ \$.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 Est Weight: \$.50 per pound/200# Min Shipment #1 Shipment #2 Est Weight: \$.50 per pound/200# Min Shipment #3 Est Weight: \$.50 per pound/200#Min ADDITIONAL FEES / SURCHARGES No Order Form on file when Shipment Arrives at Advance Warehouse 60¢/pound or \$120/min + \$50 special handling No Order /No Payment on file when Shipment Arrives at Advance Warehouse 60¢/pound or \$120/min + \$75 special handling OFF Target Arrival: Shipment Arrives at Advance Warehouse Late \$100-\$300 depending on location/delivery hotshot Special Handling: Tip/Drop Indicator, Pallet Jack/Forklift etc. \$75 per shipment DO NOT SUBMIT THIS FORM IF YOU ARE HANDLING YOUR SHIPMENTS ON YOUR OWN & SENDING TO THE HOTEI 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. **TOTAL DUE:** K&J will ADD 25% of Order Total Standard Pricing (List +25%) Applies for Orders Forms Submitted or Paid April 17 or later for orders Received/Paid April 17 or Later Payment Due at Time of Order. We Do Not Invoice. Payment Accepted by Check or Credit Card ADVANCE WAREHOUSE SHIP-TO ADDRESS ALL Shipments Must Arrive On or Before: Monday, April 22 (drop dead date) TO: EXHIBIT MATERIALS: MSAWWA + Company K&J receives all shipments: crates/skids/envelopes/totes/boxes **K&J Convention Services** 406-431-8295 MSAWWA and Exhibit Company Name Must Be On All Shipments c/o Montana Transfer Company Collect Shipments Will not be accepted 209 Commerce St. Extra Fees apply for Off-Target Delivery/ arriving April 23 or later Missoula, MT 59808

2024 MSAWWA /MWEA Conference

ADVANCE WAREHOUSE ADDRESS

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

BOOTH NUMBER IS NOT REQUIRED!!

Exhibiting Company Name	
SHOW NAME: MSAWWA	
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 April 21, 2024



406-442-3238 | office@kjconventions.com

Credit Card Authorization

Email Orders To: office@kjconventions.com
True Old-School Fax: 406-458-3265K&J will also accept orders and payment submitted via Docusign/AdobeSign 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 Na											
CONTACT NAME											
PHONE NUMBER	DIRECT	г:				CELL:					
EMAIL											
Receipt Email (IF DIFFERENT)											
Card Issuer:	ssuer: VISA MasterCard			ard	Discover				AMEX		
Cardholder Name (AS SHOWN ONCARD):											
Card Number :											
16-DIGIT NUMBER: V	/ISA / N	MASTERCARD / DISCOVER				(or)	(or) 15-DIGIT NUMBER: AMEX				
Expiration Date					C.V.	V.					
, , ,							3-DIGIT: MC VISA DISCOVER				
Card STREET OR PO BOX CITY STATE/PROVINCE Billing Address:											
Card Billing ZIP/Postal Code:											
Customer Signature Date											
Client authorizes <u>K&J Convention Services</u> , <u>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.

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 on our website at www.kjconventions.com/paynow

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: April 16, 2024

CANCELLATION
&
REFUND
POLICY

- 1						
	EXHIBITOR CANCELS OR	BEFORE Discount Deadline:	Refund 50% of original order amount; less 10% processing fee			
ı	CHANGES ORDER	AFTER Discount Deadline:	All Orders are Final. No refund or Exchange Credit			
ı		At Setup or Showsite:	All Orders are Final. No refund or Exchange Credit			
	SHOW RESCHEDULED	Same 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			
ı		EXHIBITOR Not Attending	K&J Refunds 50% of original order amount			
	SHOW CANCELED by	BEFORE K&J has Setup				
		- Credit Card Orders:	K&J will refund all but 10% of order amount (\$20 min			
1		- Orders Paid by Check:	K&J will refund original amount less \$10			
- 11						
I	Producer/Government/Venue	- Orders raid by check.	Check Not Cashed Yet: K&J will SHRED check. No fees			
	Producer/Government/Venue	AFTER K&J has Setup:	Check Not Cashed Yet: K&J will SHRED check. No fees Refund 50% of Order			
	Producer/Government/Venue					

- No refund or exchange credit for cancellation (for any reason) on or after April 17;
- No refund or exchange credit if you *change your_mind* about your order April 17 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.

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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 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.