



Western Winter Sports Reps Association 2024 Montana Summer Show Bozeman, Montana

EACH BOOTH SPACE INCLUDES

- **8' High Pipe & Drape Structure & Standard Rep ID Sign** Large Bulk spaces will have a minimum of 10' of pipe & drape for banners, signage, etc.
- One 500w/110v electrical power source located at the back of each booth. Rent or bring powerstrips and extension cords if you have multiple items to plug in.
- One <u>Unskirted</u> Table + 2 Chairs Package. If you have ordered multiple spaces from WWSRA you will receive that number of table & chair packages. (i.e. DOUBLE SPACE=2TABLES/4CHAIRS. 4SPACES = 4TABLES/8CHAIRS, ETC)
 Each booth space is guaranteed one table and 2 chairsl -- these will be first come, self-serve and on the honor system!
- A Word About WiFi -- Bring your own hotspot and be prepared to supply your own internet service. WIFI at the Showsites
 is shared and may have connectivity issues.

OTHER EQUIPMENT / FURNISHINGS

UPGRADE YOUR INCLUDED TABLE! ADD SKIRTING/CHANGE TO COUNTER!

We also rent Clothing Racks, Tall Round Bistros, Booth Carpet, Counters, Tall Chairs, Extra chairs and extra tables, etc. WE NOW HAVE A LIMITED SUPPLY OF GRIDWALL ORDER FURNISHINGS, UPGRADES and MATERIALS HANDLING

on or before May 14, 2024

All pricing increases on May 15

IMPORTANT SHIPPING INFORMATION (instructions and order forms are on page 7-8)

All inbound freight & materials must be handled by K&J. K&J will receive your freight and materials at the Advance Warehouse anytime between now and May 23, 2024 (May 23 is the drop dead date).

We will securely store it, transfer it to the show and place it in your exhibit space, and then after the show K&J will transfer your freight to your carrier. Shipping Costs are the exhibitors responsibility.

After the Show: Transferring standard materials back to to Fedex/UPS after the show is part of our service and

is included in our Materials Handling fees. If you ship directly to the Showsite, and/or are using a private carrier to pickup from us in Helena on Friday: additional fees will be added

ADVANCE WAREHOUSE / SHIPMENT ARRIVAL DEADLINE: May 23

Materials arriving at the advance warehouse May 24 will incur additional fees, depending on circumstances, weights, etc. (WE DISLIKE EXTRA FEES AS MUCH AS YOU DO (REALLY) ... Hot Shot deliveries for Memorial Day Weekend are pretty high -- PLEASE WATCH YOUR DATES!. We will accept your shipments April 25 - May 23.

SHOWSITE DELIVERY: Contact us if you would like to have K&J receive your freight <u>at the showsite</u> We will provide you with delivery acceptance times and shipping instructions.

If you have large truckloads of inventory, and decide to handle your own freight -- please note that WWSRA and/or the venues will not manage, receive or handle freight. If you ship to the showsite directly (not via K&J) your rep <u>must</u> be **onsite** when it <u>arrives</u> - rep will unload it and get it to your booth; or applicable off target fees will apply prior to release.

EXHIBITOR SCHEDULE

Due to Memorial Day Weekend, we have to all work around the Fairgrounds observance to holiday closure. Please refer directly to Cami's schedule for setup for Tuesday .

Official Exhibit Services, Freight & Electrical Contractor

K&J Convention Services, LLC | Email: stacey@kjconventions.com The K&J Office is open by appointment only. Our office hours vary and are dependent upon all show schedules.

> Please EMAIL us for best service. We will get back to you as soon as we can. Please include your name, "WWSRA" and your cellphone number.

Exhibit Service Contractor:

K&J Convention Services, LLC

Email: Office@kjconventions.com

Phone: 406-442-3238 Website: www.kjconventions.com

One Stop Exhibit Services Including:

Booth Furnishings Electrical Service Materials Handling

Discount Deadline to Order All Services: May 14, 2024

(order form(s) and payments)

ALL SHIPMENTS MUST ARRIVE AT ADVANCE WAREHOUSE ON OR BEFORE May 23

Exhibit Hall Carpet

The Exhibit Hall is located within a Showsite Building, on cement. We offer carpet rental if you'd like to dress up your space or make it more comfortable.

Booth ID Sign

Each space is furnished with one standard black and white Rep identification sign. Text is supplied by WWSRA based on your registration and membership.

Hanging Items in Your Booth

K&J will provide you with as many S-Hooks as you need to hang your items. 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 fasteners of any kind. We recommend standard office binder clips (small size) if you need to attach anything. We also recommend that you use banners with "grommet holes".

Pro-Panel System / Gridwall

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, andvelcro, tack and pin compatible professional boards. Minimum order is 2 boards, but they canbe expanded by adding additional hinging sections. Email us for more information.

NEW! We have a limited supply of 6'H and 8'H Gridwall AND Rolling Racks in stock first come, first paid, first served

ORDER FORMS Are On PAGES 5&7| Payment Form: Page 8

Each booth is furnished with One 500watt/110v power connection and <u>one</u> single-plug outlet (500watts = 4.5 AMP) in the back of the booth.

500w/4.5 AMP is usually sufficient for a laptop, standard display lights, cellphone charging, etc. If you need to plug in multiple devices, bring or rent extension cord and power strip.

Check Label on Your Equipment for Power Requirements

WIFI is open, unsecure <u>and</u> shared. <u>Connectivity, speed and reliabiity is not guaranteed.</u>

Bring your own hotspot and be prepared to supply your own internet service.

K&J DOES NOT COORDINATE OR HANDLE WIFI/INTERNET.

FORM INSTRUCTIONS: Materials Handling 2024 Montana WWSRA

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 23, 2024

(May 23 is **drop dead date** due to scheduling)

1. Be sure your REPS name and WWSRA! 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 Venue directly.
- 4. Advise if a palletiack is needed

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

ADVANCE WAREHOUSE ADDRESS

TO: K&J Convention Services / WWSRA! + "REP 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 after show 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 Fairgrounds 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 31 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 8: **Payment/Credit Card Authorization** Page 5: Materials Handling Order Form

Additional charges will apply if your shipments are received without order form and/or payment

MATERIALS HANDLING ORDER	FORM	202	4 Montana			
Company Name:		DISCOUNT DEADLINE				
Onsite Booth Rep: Name & CellPhone Number:		May 14, 2024				
COMPLETE BOTH SECTION INCOMING SHIPMENT(S): Where is it coming from / when it will arrive			W / REFOR getting there (after show bandli	RWARDING	rate	
Carrier: FedEx & UPS are the most utilized carrier at this show		<i>lot Fedex or U</i> JPS □F			Tale	
Dther/LTL Carrier Name:	Destination (C	ity):				
Number of Shipments	Service Type:		Grour	nd/Express/2-Day, Et	c.	
Estimated Total Weight Per Shipment	PRF	PAID labels fo	r After-Show Fedex	/UPS Required		
Estimated Total Number of Pieces			rrange a PICKUP b			
City Shipped From	OTHER Ca	rrier: T / M	lotorFreight Car	rier Information		
Estimated Arrival @ Warehouse: Must Arrive On Or Before May 23	Carrier Name					
Tracking Number(s) (or LTL/Private Carrier BOL and Phone #)	Telephone#					
		& Bill of Lad				
	-	ding required for r Name/Cellphone	elease to your carrier			
	Agent/Arranger	Name/Cemphone	number			
CALCULATION OF RATE - Credit Card Required to be Single Shipment/Minimum Order: 0-200	onsidered two s ot envelopes, to on file for all n Pounds	hipments If tes, boxes, c	you send items tl ates, etc. dling	_		
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K&J Convention Services, LLC E: Office@kjconventions.com | P:406.442.3238 | F:406.458.3265

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Show: 2024 WWSRA Montana Summer Show

ADVANCE WAREHOUSE SHIP TO ADDRESS

Make Sure Your Labels and/or Boxes Include

"WWSRA" and your "Rep/Company Name" on all items!

WE DO NOT REQUIRE OR NEED YOUR BOOTH NUMBER

FOR:

Booth Rep or Company Name

SHOW NAME: WWSRA

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

406-431-8295

All Shipment(s) Must Arrive at the Advance Warehouse on or before Thursday, May 23, 2024

We will accept your shipments anytime between April 23 and May 23

Credit Card Required to be on file at K&J for all Materials Handling Orders

COMPANY/REP NAME:

EXHIBIT FURNISHINGS ORDER FORM

2024 WWSRA Montana SUMMER Show

Cell#:

Order Submission/Discount Deadline: May 14, 2024 Add 25% to list pricing for orders received or paid May 15 or later.

	h Booth Space Include MULTIPLE BOOTHS? YOU ARE					-				-				
QTY	TABLES & COUNTER				-			(Price Each	TOTAL Due
	SKIRTING UPGRA ONLY KJ TABLES IN											TABLE)	\$25.00	
	UPGRADE To Tall TABLES INCLUDED WITH YOUR BOC			101			4' long	i		6' long		8' long	\$25.00	
	+ ADD a SKIRTED Table		——————————————————————————————————————	ack S	Skirt		4' long	_		6' long		8' long	\$47.00	
_	+ ADD SKIRTED COUNTER 42"H Black Skirt 4' LONG 6' LONG 8' LONG 8' LONG									\$52.00				
	K&J Does Not Rent Skirts or	Cov	verings for Perso	onal o	or Non-K&	Tal	oles bro	bugh	t Into	o the Shov	V			
	<u>+ADD P</u> lain Table 30"H	NO	SKIRT EXHIBITOR MUST	BRING	OWN COVER		4' long	:		6' long		8' long	\$30.00	
	+ADD Plain COUNTER 42	' H №	SKIRT EXHIBITOR MUST	BRING	OWN COVER		4' long	;		6' long		8' long	\$35.00	
	Tall ROUND BISTRO Tabl	e 42	2"H x 32R INC	LUDES	S BLACK SPA	NDE	X COVE	R					\$35.00	
	Short ROUND CAFÉ' Tab			LUDES	S BLACK CO	VER							\$35.00	
QTY	SPECIALTY CHAIR REN												4	
	+ Tall Chair - Padded Back			eight	- 1	ber b	ooth nu	mbe	r. Add	have been ditional cha	irs a	re first-	\$25.00	
	+ Padded Arm Chair - T	able	Height		(come	e, first se	erve a	after	everyone h	as m	oved in.	\$25.00	
QTY	RACKS & SPECIAL FUR		HINGS REN	ΓAL	_									
	2-Arm Bag & Garment R				Straight			_		Waterfall			\$35.00	
	Coat/Garment Rack (limi		supply)	Sing	le Rail Rol	-	Rack		A-Fr	ame Stati	iona	ry Rack	\$35.00	
	Standard Gridwall (2' wide		(min. order: 2 pc)		8'High				6'Hi	gh			\$30.00	
	Freestanding Literature												\$55.00	
	Easel: 3-Tier/Tripod Styl		-		-			_					\$10.00	
	TableTop Riser (10" x10" si				4' ∟		6'∟			8'L			\$20.00	
	FLATSCREEN "SMART" T		-										\$200.00	
	FLATSCREEN "SMART" T		•										\$225.00	
	FLATSCREEN "SMART" TV 49" (INCLUDES TALL ROUND BISTRO "STAND")							\$325.00						
OTV	10x10 Booth Carpet		Pepper		BlueJay		Gray		Pri	iced <u>Per</u> 10	x10	Booth	\$85.00	
Int	ELECTRICAL & Internet Internet Access / WiFi is not coordinated by K&J. Bring your own hotspot or other internet access point. Open Wireless, if available, is not secure or guaranteed. Gandwidth availability/speed may be subject to multiple users													
	Power Accessories		+Extension 500	rd \$:	10ea		+Powe	r Stri	ip (nc	ot a surge pr	rotec	tor) \$10ea	10.00	
	UPGRADE Electrical		+600Watt/5Ar	mp _	+1200V)amp			+1800W/		np	+3000W/25amp	
	500W INCLUDED:		\$25.00		\$30.	00				\$35.00	כ		\$40.00	
	EXHIBITOR SERVICES													
	Materials Handling - D		NOT SHIP TO	SHO	WSITE	1	KJ will re	ceive,	/store	/transfer to	your	booth!	Attach Forms	
	ORDER TOTAL													
	Prices Listed are Discount Pricing. K&J will automatically add 25% to all orders received or paid May 15 or later. + 25% added to all orders received/ paid May 15 or later													
PO PH	&J Convention Box 5234 Helena, MT 596 DNE: 406-442-3238 ID Orders to: EMAIL: stac FAX : 406-4	04 ey@	kjconventions.	•	LC								ousand wo .com/ca	7

Credit Card Charge Authorization

COMPLETE ALL FIELDS. FIELDS IN RED ARE REQUIRED.

THIS AUTHORIZATION WILL REMAIN IN EFFECT UNTIL CANCELED OR CARD EXPIRATION

Company/	REP										
CONTACT NAM	ΛE										
PHONE NUMBER [т:			CELL:				
EMAIL											
Receipt Email (IF DIF	FERENT	r)									
Card Issuer:	Card Issuer: VISA Mast			MasterCard	MasterCard Discover					AMEX	
Cardholder Name (As shown oncard)											
Card Number : 16-DIGIT NUM	BER:	VISA / I	MASTERC	CARD	/ DISCOVER	(or)	15	-DIGIT NUM	BER:	AMEX	
Expiration Date						C.V.V. 4-DIGIT: AMEX					
(MM / YY) 3-DIGIT: MC VISA DISCOVER											
CardSTREET OR PO BOXCITYSTATE/PROVINCEBilling Address:								Ξ			
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 forExhibit 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 there is 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 if payment is not received on or before May 14. Do not submit blank payment pages or request K&J to call you. For security, K&J will not call you for payment.

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.

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.

Submit Order Forms by DISCOUNT DEADLINE: May 14

CANCELLATION	EXHIBITOR CANCELS OR CHANGES ORDER	BEFORE Discount Deadline: AFTER Discount Deadline:	Refund 50% of original order amount; less 10% processing fee All Orders are Final. No refund or Exchange Credit All Orders are Final. No refund or Exchange Credit		
& REFUND	SHOW RESCHEDULED	Same Calendar Year:	K&J will hold your order and payment until the rescheduled date.		
POLICY		Different Calendar Year:	Show Canceled by Producer Policy Applies		
		EXHIBITOR Not Attending	K&J Refunds 50% of original order amount		
		BEFORE K&J has Setup			
		- Credit Card Orders:	K&J will refund all but 10% of order amount (\$20 min)		
	SHOW CANCELED by Producer/Government/Venue	- Orders Paid by Check:	K&J will refund original amount less \$10 Check Not Cashed Yet: K&J will SHRED check. No fees		
	required, coremnent, venue	AFTER K&J has Setup:	Refund 50% of Order		
			No Refund		

- No refund or exchange credit for cancellation (for any reason) after May 14 except as provided in our policy ;
- No refund or exchange credit if you change your mind about your order after 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.
- 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 creditterms herein.

SERVICE TERMS and CONDITIONS

These Service Terms and Conditions limit your possible recovery in case of loss or damage

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 Con vention 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 ("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 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&U'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&I'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 A N A 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, causesofaction, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out or contributed to by any of the following:

 EXHIBITOR'S negligent supervision of any labor secured through K&J, or the negligent supervision of such labor by any of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC);

 EXHIBITOR'S negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC) at the show to which this Contract relates, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of K&J'S equipment;

· EXHIBITOR'S violation of Federal, State, County or Local ordinances;

• EXHIBITOR'S violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.

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

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