

Montana Optometric Association 2025 MOA Annual Conference EXHIBITOR INFORMATION

Billings, Montana

MOA Furnishes Each Booth With

One (1) 6' skirted table – Table Size & Height Upgrades Available One (1) 500 watt /110v electrical single-plug outlet – upgrades available One (1) Standard Booth ID Sign | 2 Chairs

All booths are a 10x6 Pipe & Drape Booth Structure: 8' high backwall and 3' high side dividers. The show is on standard conference center carpet.

Booth Furnishings

K&J is the Official Exhibit Services Contractor for this show. In addition to the items listed above, we offer other items to enhance your booth: ADDITIONAL TABLES - COUNTERS - TALL BAR-HEIGHT CHAIRS - TALL ROUND BISTRO TABLES - FLATSCREEN MONITORS -- AND MORE!

TABLE UPGRADES AVAILABLE:

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

Upgrades are available in show colors only.

Order upgrades on or before May 1.

Upgrade Fees Apply.

Shipping -- All shipments should be managed/directed through K&J.

Do not ship to the hotel. The hotel has not been contracted to receive or store your freight. Please review the shipping information and complete all forms as instructed. Return the Materials Handling Order Form to K&J on or before May 1 for best pricing. Shipments must arrive at K&J advance warehouse on or before May 6. Shipments arriving May 7 or later will incur additional fees.

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

Official Exhibit Services, Freight & Electrical Contractor:

K&J Convention Services, LLC Email us for best service! stacey@kjconventions.com

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

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

DISCOUNT DEADLINE: May 1, 2025
Advance Warehouse Shipment Deadline: May 6, 2025

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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

Official Exhibit Service Contractor:

Booth Furnishings Shipping/Materials Handling

Electrical Service



Discount Deadline

to Order All Services:

May 1, 2025

(Order forms and payment must be received at K&J on or before May 1

Shipments Must Arrive on or before May 6 (drop dead date) Shipments arriving late will incur additional charges

Exhibit Hall Carpet

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

Booth ID Sign

Each Exhibitor is furnished with one standard black and white booth identification sign. Text is Company Name only, and all text is provided and approved by the Conference well in advance of the show. All sign text is based on the information you provided to the conference when you registered a booth for the show.

Hanging Items in Your Booth

Please do not affix or attach signage, banners or other materials to the drapes or skirting in the booth through the use of tape, staples, pins (of any type), velcro, paperclips, zipties, or similar items of any kind. K&J will provide you with as many S-Hooks as you need to hang your items.

We recommend standard office binder clips (small size) if you need to attach anything, as binder clips do not damage our drapes. Let us show you how.

INTERNET / WIFI

All internet is <u>shared</u> bandwidth WIFI and is managed/provided by the hotel 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: 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.

Materials Handling Instructions

2025 MOA Annual Conference

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 1

All Shipment(s) must arrive at **Advance Warehouse on or** before May 6

(May 6 is drop dead date due to scheduling)

- 1. Be sure your company name and MOA 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 hotel.
- 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)

ADVANCE WAREHOUSE ADDRESS

TO: **K&J Convention Services** / MOA + "Company Name" **Baker Transfer & Storage** 706 Daniel St. Billings, MT 59101

Be sure to submit the materials handling order form us by May 1. Additional fees if we don't receive your order/ payment by that date

Exhibitor is responsible for all actual shipping fees.

AFTER-THE-SHOW INSTRUCTIONS

(for CUSTOMERS OF FEDEX or UPS)

нит: 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: office@kjconventions.com
- 2. DO NOT Schedule a Pickup by Fedex or UPS. K&J will coordinate transfer to those carriers after the show. (ground, regular, 2/3day, saver or express shipments).
- 3. DO NOT create "Return Tag" or "Call Tag" for your shipment.

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**. Freight will not be left at the hotel for pickup later. ADDITIONAL FEES WILL BE CHARGED FOR NO-SHOWS, LATE PICKUP OR FORCE FREIGHT

Exhibitors using Private/LTC Carriers must contact K&J to arrange an appointment for carrier pickup at our Helena Warehouse on Friday May 9 from 2-4:30 pm or the following week.

K&J Convention Services - 406-442-3238 Send BOL to: stacey@kiconventions.com

PLEASE COMPLETE AND RETURN:

Page 4: Payment/Credit Card Authorization Page 7: Materials Handling Order Form

FURNISHINGS & SERVICES ORDER FORM **MOA Annual Conference Contact Name Company Name:** ORDER & PAY on or before May 1 for best pricing Cell/Best Number **Email Address:** Each Booth Includes One 6' Skirted Table | Two Chairs | Booth ID Sign | 500w/110v Power Source **TABLES & COUNTER RENTAL TOTAL Due Price Each UPGRADE TABLE LENGTH** Skirt Color on Upgrades: 4' LONG 8' LONG \$20.00 designated show colors **UPGRADE Table to COUNTER** 4' LONG 6' LONG 8' LONG \$25.00 only + ADD SKIRTED Table 30"H 6' LONG 8' LONG \$47.00 4' LONG + ADD SKIRTED COUNTER 42"H 8' LONG 4' LONG 6' LONG \$52.00 Choose Skirt Color Black Blue Red Silver HunterGrn Gold/Yellow K&J Does Not Rent Skirts or Covering for Personal Tables Brought Into the Show/or NON-KJ Table Plain Table 30"H 4' LONG 6' LONG 8' LONG \$30.00 NO SKIRT Exhibitor must bring own cover 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 Tall Chair - Padded Back and Seat (Counter Height) Additional standard chairs \$25.00 are self-serve at the show \$25.00 Padded Arm Chair (Table Height) QTY FLOORING RENTAL All booths are located on Hotel Ballroom Carpet. Alternate flooring options not available. **QTY RACKS & SPECIAL FURNISHINGS RENTAL** 2-Arm Bag & Garment Rack Straight Arm Waterfall Arm \$35.00 Clothing/Coat Rack \$35.00 A-Frame **Rolling Rack** Easel: 3-Tier/Tripod Style (Aluminum) \$10.00 TableTop Riser (10" x10" sits on top of KJ table) \$25.00 6'L 8'L FLATSCREEN "SMART" TV 32" \$200 40" \$225 49" \$325 Display Options (min order 2 pc) Gridwall: 6'H **ProPanel** 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 the Facility or MOA directly 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	E	Extension Cord	\$1	.0ea		Power St	rip (ı	not a surge protecto	r) \$10ea	
1	110v Electrical		-600Watt/5Amp	tt/5Amp +1200W/1			L0amp		+1800W/15amp	+3000W/25amp	
	UPGRADE		\$25.00	\$30. 0 0		•		\$40.0 0	\$50.00		

EXHIBITOR SERVICES

Attach Forms Materials Handling -- attach form

ORDER TOTAL

K&J will automatically add a 25% surcharge on all orders received or paid May 2 or later.

K&J Convention Services, LLC

PO Box 5234 | Helena, MT 59604

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

Email: stacey@kjconventions.com

MATERIALS HANDLING ORDER FORM 2025 MOA Annual Conference DISCOUNT DEADLINE TO ORDER Company Name: SERVICE: May 1, 2025 Shipment must arrive on or before May 6 Onsite Booth Rep: Name & CellPhone Number: ----- COMPLETE BOTH SECTIONS AND RETURN TO K&J -----NCOMING SHIPMENT(S): Where is it coming from / when it will arrive AFTER-SHOW Where is it going / how is it getting there (after show handling is included in your rate) FedEx & UPS are the most utilized carrier at this show. Carrier: (specify if not Fedex or UPS) Carrier: □UPS □Fedex □ Other:(Lttl/Freight) □UPS □Fedex □ Other (see below) Other/LTL Carrier Name: From (City): Est. Ship Date Destination (City): Service Type: Ground/Express/2-Day, Etc. **Number of Shipments Estimated Total Weight Per Shipment** PREPAID labels for After-Show Fedex/UPS Required Do Not Schedule or Arrange a PICKUP by UPS OR FEDEX **Estimated Total Number of Pieces** City Shipped From OTHER Carrier/ LTL / MotorFreight Carrier Information: Estimated Arrival @ Warehouse: Carrier Name: Telephone# Tracking Number(s) (or LTL/Private Carrier BOL and Phone #) you may send tracking number via email after you ship Service Type & Bill of Lading# Physical Bill of Lading required for release to your carrier Agent/Arranger Name/Cellphone Number CALCULATION OF RATE - Credit Card Required to be on file for all materials handling Single Shipment/Minimum Order \$100 Minimum Order 0 - <200 pounds Any number of pieces in one shipment. Single Shipment /201 pounds+ \$.50 per pound Any number of pieces in one shipment. \$100 Minimum Charge Per Shipment \$.50 per pound/per shipment **Multiple Shipments** \$100 Minimum Charge Per Shipment Shipment #1 Est Weight: \$.50 per pound/200# Min Shipment #2 Est Weight: \$.50 per pound/200# Min ADDITIONAL FEES / SURCHARGES 60¢/pound or \$120/min + \$50 special handling No Order Form on file when Shipment Arrives at Advance Warehouse Additional fees are No Order /No Payment on file when Shipment Arrives at Advance Warehouse 60¢/pound or \$120/min + \$75 special handling charged if your OFF Target Arrival: Shipment Arrives at Advance Warehouse Late \$100-\$300 depending on location/delivery hotshot shipments need Special Handling: Tip/Drop Indicator, Pallet Jack/Forklift, Oversized. \$75 per shipment (minimum) unexpected/ CONTACT K&J FOR SHOWSITE RATES AND DETAILS Warning: The Showsite is not contracted to receive or store freight. additional handling **SHIPMENT** A Shipment is "Any number of pieces received on the SAME DAY from the SAME SHIPPER **DEFINITION:** and delivered by the SAME CARRIER." There is a 200 pound minimum charge for each shipment received (0-200 pounds). 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. TOTAL DUE Payment Accepted by Check or Credit Card Standard Pricing (List +25%) Applies for Order Forms Submittedor Paid May2 or later.. Automatically added at time of processing ALL Shipments Must Arrive On or Before: ADVANCE WAREHOUSE SHIP-TO ADDRESS Tuesday May6 drop dead date) TO: EXHIBIT MATERIALS: MOA + Company K&J receives all shipments: crates/skids/envelopes/totes/boxes MOA+ **K&J Convention Services** 406-431-8295 Exhibit Company Name Must Be On All Shipments Collect Shipments Will not be accepted c/o Baker Transfer & Storage Extra Fees apply for Off-Target Delivery/ arrivals May7or later. 706 Daniel St Shipments arriving After May 7 may be refused. Billings, MT 59101

2025 MOA Annual Conference

ADVANCE WAREHOUSE ADDRESS

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

BOOTH NUMBER IS NOT REQUIRED!!

Exhibiting Company Name	
 SHOW NAME: MOA	
K&J Convention Services c/o Baker Transfer & Storage 706 Daniel St	406-442-3238
Billings, MT 59101	

All Shipment(s) Must Arrive at the Advance Warehouse on or before May 6

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: stacey@kiconventions.com YOU ARE WELCOME TO USE OUR 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 OUR EMAIL IS SAFE - End to End Encryption

COMPLETE ALL FIELDS. FIELDS IN RED ARE REQUIRED.

THIS AUTHORIZATION WILL REMAIN IN EFFECT UNTIL CANCELED OR CARD EXPIRATION

Exhibitor/Company Name										
CONTACT NAM	E									
PHONE NUMBE	R	DIF	DIRECT:				CELL:			
EMAIL										
Receipt Email (IF DIFFE	RENT)									
Card Issuer:	Card Issuer: VIS			MasterCard		Discover			AMEX	
(AS SHOWN ONCARD): WITH END-TO							END-TO-END	, OUR EMAIL IS SECURE -END ENCRYPTION. K&J OT CALL YOU FOR CREDIT		
Card CARD INFORMATION. ORDER WILL NOT BE PROCESSED IF THIS INFORMATION IS LEFT BLANK 16-DIGIT NUMBER: VISA / MASTERCARD / DISCOVER (or) 15-DIGIT NUMBER: AMEX										
Expiration Date			(MM/YY)			C.V.V. 4-DIGIT: AMEX 3-DIGIT: MC VISA DISCOVER				
Card STREET OR PO BOX CITY STATE/PROVING Billing Address:							ROVINCE			
Card Billing ZIP/Postal Code:										
Customer Signature Date										
Client authorizes K&J Convention Services, LLC 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.										

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)

https://www.kjconventions.com/paynow

You may now securely make payments for our services using AdobeSign. Using the secure form is an option.

K&J Convention Services, LLC

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

Order Payment, Cancellation and Refund Policy

Full payment is due at time of order. We accept payment by check or credit card.

Sorry, we do not invoice.

We do not process orders or reserve/hold equipment without payment.

Orders received without payment will not be processed.

Discount pricing does not apply if an order is received without payment.

CANCELLATION / REFUND POLICY:

This policy will apply to **all rental orders** & exhibitor services order cancellations.

This policy applies to cancellations due to postponement by the show Producer, Venue or a Government Entity.

This policy applies to cancellation or "no-show" due to weather, illness, suspected or actual illness or quarantine. If an exhibitor cannot attend, sending a substitute representative is advised.

DISCOUNT DEADLINE: May 1, 2025

- No refund or exchange credit for cancellation (for any reason) on or after May 1;
- No refund or exchange credit if you change your mind about your order May 1 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 get delivered to the show; or if you send it to the wrong location/address.
- 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.

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 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 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 harm-less K&J and its employees, members, managers, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out or contributed to by any of the following:
 - EXHIBITOR'S negligent supervision of any labor secured through K&J, or the negligent supervision of such labor by any of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC);
 - EXHIBITOR'S negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC) at the show to which this Contract relates, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of K&J'S equipment;
 - EXHIBITOR'S violation of Federal, State, County or Local ordinances;
 - EXHIBITOR'S violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.
- 14. WAIVER & RELEASE. EXHIBITOR, as a material part of the consideration to K&J for material handling services, waives and releases all claims against K&J with respect to all matters for which K&J has disclaimed liability pursuant to the provisions of this Document.
- 15. SEVERABILITY. If any provision of this Contract proves to be illegal, invalid, or unenforceable, the remainder of this Contract will not be affected by such finding, and in lieu of each provision of this Contract that is proven to be illegal, invalid, or unenforceable, a provision will be added as part of this Contract as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- **16. NON-CHANGEABLE**: Any alterations, additions or editing of this Contract is not authorized or accepted.