# 2025 EXHIBIT SERVICE KIT

# **Montana Music Educators Association**

# MMEA Annual State Conference October 15-17,2025

MMEA has contracted with K&J to be your Exhibit Services Contractor for the MMEA Annual Conference in Billings, Montana! We look forward to seeing many of you again -- and meeting anyone new!

The prices you see indicated in the service kit are our prices for the duration of the show – not per day, and we don't have any surprise charges, etc. Everything you need to know about your exhibit space and shipping your items to the show is outlined in the Service Kit.

## Each Booth includes:

- 8' High Pipe & Drape Backwall I one 6' skirted table (Any Additional tables you ordered from MMEA)
- 2 Standard Chair (self-serve or delivered by students) | One 500w/110v single plug power source

### **RATHER HAVE COUNTERS INSTEAD OF TABLES??**

**We offer upgrades!** You can upgrade your table(s) to a 42"h for \$25 if ordered on or before October 7. Beginning October 8, table upgrades are no longer available.

# PERSONALIZE YOUR SPACE! Order extra booth furnishings on or before October 7!

We still rent comfy carpet, tall chairs, padded chairs, literature racks, etc. for this show!

Orders received on or before October 7 will qualify for the discounted pricing!

Ordering in advance helps us plan the show and service your booth needs more efficiently and at a lower cost to you.

### **SHIPPING**

We strongly recommend that you utilize and order Materials Handling Services from K&J if you are shipping to the show. Items sent to the school are not handled by K&J, and may become lost or misplaced. All shipments need to arrive at the advance warehouse on or before Monday, October 13, for timely delivery to the show.

# **DISCOUNT DEADLINE: October 7, 2025**

All orders received or paid October 8 or later will be charged an additional 25% to listed prices

We accept orders via fax, email or regular mail. All orders must be paid for in advance of delivery or the performance of services. K&J requires a credit card authorization on file for each exhibitor using any services provided by K&J. All orders received via email, fax or mail will receive an email confirmation of receipt. If you submit an order and don't receive a confirmation we received it, be sure you contact us immediately.

Final Receipts for payment will be emailed after you order has been processed in our system.



# K&J Convention Services, LLC

Official Exhibit Services, Freight & Electrical Contractor

PO Box 5234, Helena, MT 59604 (not a shipping address)

406-442-3238 | *fax: 406-458-3265* Email: stacey@kjconventions.com

Office Hours: Monday - Thursday: 10am-ish - 3 pm-ish (MOUNTAIN)

Our office is generally open only by appointment due to show schedules

All questions regarding the registration, conference policies, space assignments, and event schedule shouldbe directed to MMEA at 406-390-4491.

### **GENERAL SHOW INFORMATION**

# K&J Convention Services, LLC

PO Box 5234, Helena, MT 59604 (Not a shipping address)

406-442-3238 | fax: 406-458-3265 Email: stacey@kjconventions.com

# Montana Music Educators Association

# MMEA Annual State Conference

October 2025 | Great Falls, Montana

### Official Exhibit Services, Freight, Electrical, Labor Contractor:

K&J Convention Services, LLC 406-442-3238 Phone: Email: stacey@kjconventions.com stacey@kjconventions.com PO Box 5234 (not a shipping address) 406-458-3265 FAX: Order Email:

Helena, MT, USA 59604 Office Hours: Monday - Thursday. 10am - 3 pm, Mountain FOR BEST SERVICE - PLEASE EMAIL US!

# **Important Dates / Timeline**

# October 7 - SUBMIT ALL ORDER FORMS & PAYMENT AUTHORIZATION

K&J will add 25% of the order total if order form or payment is received October 8 or later

# OCTOBER 13 - Deadline for Shipments to arrive at the advance warehouse.

Shipments arriving October 14 or later will likely be refused by the warehouse

September 12 - October 13 **Shipments Accepted at Advance Warehouse** 

All shipments must arrive at the advance warehouse on or before October 13

Wednesday October 15 Exhibitor Setup: 12 – 5 pm - No Entry until 12 Noon

Wednesday October 15: **Exhibits Open: 6pm** (all booths must be setup by 5 pm)

October 17: Exhibitor Tear-down: 12:00 pm -- All exhibits must be completely removed Friday

**Monday** October 20: After Show Materials Handling/Return: All Shipments will be transferred to carriers

# Show Floor Details / Booth Package

**Drape Color:** 8' High Backwall Drape: Black | Each space is 8' Wide

**EVERY BOOTH INCLUDES** 

One **6' Skirted Tabl**e per 8' of exhibit space,

PLUS ANY ADDITIONAL 6' TABLES ORDERED AT REGISTRATION

One 500w/110v Electrical Source

2 Chairs

Booths are on a Gymnasium Floor -- we have carpet rental for your comfort!

TABLE UPGRADES AVAILABLE: Upgrade your 6' included table to a 42" high Counter!

ELECTRICAL UPGRADES AVAILABLE: Need more than 500watts? Upgrade!

No upgrades after October 7



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# MMEA Annual State Conference

2025 | Great Falls

# **MATERIALS HANDLING**

# DO NOT SHIP DIRECTLY TO THE SCHOOL

**K&J** has been selected by MMEA manage incoming and out-going exhibit materials, shipments, displays and empty crates. It is the responsibility of K&J to manage the docks and to schedule vehicles and delivery for smooth and efficient move-in and move-out of the show. All materials shipped to the advance warehouse are subject to material handling charges by K&J. K &J's hand trucks, dollies, flat carts, pallet jacks or other freight handling equipment are not available for exhibitor use during load in or after show load out; please plan accordingly. No forklift is available at the showsite.

# K&J's material handling fee includes:

- receiving materials in advance of the show and securely storing them
- transferring your materials from our warehouse to the showsite/your booth
- transferring your materials back to your carrier after the show.

All shipments must arrive at the K&J Advance Warehouse on or before October 13

If you decide to ship to the school: please note that your booth rep will be on their own to receive, transfer/move freight and find if it become lost or misplaced. K&J does not handle and exhibitors self-managed freight.

# **Submission of ORDER FORM**

# DISCOUNT DEADLINE: October 7

Orders received or paid October 8 or later will automatically be charged our regular prices (25% higher).

### **PAYMENT FOR SERVICES / RENTALS**

K&J requires payment in full at the time services and furnishings are ordered. Sorry, we will not invoice or send out "balance due" notices.

If you need something to send to your accounting office, please use the order forms provided in the Exhibit Service Kit. We do email receipts after processing if an email is included on your order form.

K&J accepts Master Card, Visa, American Express, Discover, and Checks as acceptable forms of payment. For security, K&J will not contact you for credit card information if youare order arrives without payment. Our email is end-to-end encrypted for safety or we also have secure portal you may use. Please email stacey@kjconventions.com if you wish to receive the payment link. All payments must be made in U.S. funds drawn on a U.S. bank. Credit Card Authorization must be on file for all Materials/Handling. Purchase orders are not considered payment.

Orders arriving at K&J without payment will not be processed at discount rates. All payments must be received on or before October 7 to qualify for discount pricing; delivery at showsite will not be completed without full payment.

## **Order Forms**

Please complete all order forms in full and return to K&J with payment in full to insure that your order is processed correctly and to avoid costly delays. If you are shipping items to the show, K&J requires your completed credit card charge authorization to be on file even if you choose to pay by company check.

Furnishings Order Form: Page 4
Materials Handling Order Form: Page 7

MMEA Furnishes Each 8Lft. Of booth space with:	2025 Montana Music Educators Association Conference
One 6' Skirted Table/Blue   2 Standard Chairs   One 500w/110v Electrical	GENERAL ORDER FOI
(additional 6' tables were ordered directly from MMFA when you registered)	All Duising to fourth a Dougstion of the Changlant was

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# **DISCOUNT DEADLINE: October 7**

Rental Prices listed will increase by 25% on October 8.



25' Extension Cord

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

**J** PO Box 5234 - Helena, MT 59604

EMAIL Orders to : stacey@kjconventions.com FAX Orders to: 406-458-3265

TOTAL DUE on or before 10/7

K&J will automatically add +25% to the total due for orders and/or payments received October 9 or later

\$10.00

QUESTIONS? Don't See Something?

Shoot us an email! stacey@kjconventions.com

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406-442-3238 | stacey@kjconventions.com

# **Credit Card Authorization**

Email Orders To: stacey@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.

Receipts are emailed from kjconvention1.csp@outlook.com

COMPLETE ALL FIELDS | FIELDS IN RED ARE REQUIRED.

THIS AUTHORIZATION WILL REMAIN IN EFFECT UNTIL CANCELED OR CARD EXPIRATION

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Client authorizes K&J Convention Services, LLC to charge the credit card herein for Exhibit and Event-related purchases, services, rentals, and/or damage/loss. Client agrees that this form will be stored in a secure location and be used for future transactions charged to this card. K&J will email receipts to the address on file anytime K&J initiates activity or charges on the card.										

Subsequent orders / future shows / events:

or

- All orders are subject to show-specific deadlines, availability, pricing and K&J cancellation policy.
- 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.

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.

# Materials Handling Instructions

2025 STATE CONFERENCE

**MMEA** 

**INBOUND** (preshow)

All Order Forms and Payment Must be **Submitted** to K&J on or before October 7, 2025

All **Shipment**(s) must arrive at Advance Warehouse on or before October 13, 2025

- 1. Be sure your company name and MUSIC/MMEA is on all pieces. We don't need booth number
- 2. **Shipping Address:** Use the label format on page 6 or use your own UPS/Fedex Labels
- 3. All items arriving at the School are subject to additional fees if K&J ends up handling it

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

ADVANCE WAREHOUSE ADDRESS K&J Convention Services / Music + "Company Name" % Suhr Transport 1 Huffman Court Great Falls, Montana 59404

-- After show handling back to your carrier after the show is included in our fees! ---

# AFTER-SHOW Instructions: Customers of Fedex /UPS:

- 1. Pack <u>prepaid</u> labels in your shipment(s) or send with your booth representative You may also email the PDF labels to K&J: stacey@kjconventions.com
- 2. **DO NOT Schedule a Pickup by Fedex or UPS**. K&J will directly transfer to Fedex/UPS
- 3. DO NOT create "Return Tag" or "Call Tag" for your shipment K&J will transfer it directly to UPS / Fedex on



# Information below this line is for customers using Private / LTL/ Custom Carriers ONLY!

(example: OldDominion/XPO/JB Hunt/MWE UPSFreight, FEDEXFreight, MTS, Pilot etc.)

# AFTER SHOW Instructions: PRIVATE or LTL CARRIER ONLY

- 1. Customer must schedule a pickup with the carrier.
- 2. Freight will be ready for pickup from Helena warehouse on Monday, October 20 after 12 noon
- 3. Bring or Email a Prepaid Bill of Lading to K&J. Bill of Lading is required for release to carrier.
- 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 for Private/LTL Shipments: Monday, October 20: 12 - 4 pm

After show pickup is not the same as the ADVANCE WAREHOUSE. If you are using a private/LTL carrier for after show pickup | or for showsite pickup: email stacey@kjconventions.com for instruction, appointment and pickup address

# IF YOU ARE SHIPPING ITEMS, PLEASE COMPLETE AND RETURN:

Page 4: Materials Handling Order Form Page 2: Payment/Credit Card Authorization

# MATERIALS HANDLING ORDER FORM

MMEA 2025 STATE **CONFERENCE** 



Company Name:

Onsite Booth Rep:

SHIPMENTSMAYARRIVE SEPTEMBER12- October13.

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K&J Convention Services, LLC E: stacey@kjconventions.com | P:406.442.3238 | F:406.458.3265

# ADVANCE WAREHOUSE SHIPPING LABELS

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# K&J CONVENTION SERVICES, LLC

# ADVANCE WAREHOUSE

FOR: \_\_\_\_\_(Exhibiting Company Name- Required)
#:\_\_\_\_\_ of \_\_\_\_ Pieces BOOTH#NOT REQUIRED

# **SHOW: MUSIC**

**K&J Convention Services** 

c/o Suhr Transport 1 Huffman Court Great Falls, MT 59404

MUST ARRIVE BY:
MONDAY OCTOBER 13

# ANCE SHIPMENT



# **ADVANCE WAREHOUSE**

FOR: \_\_\_\_\_\_(Exhibiting Company Name-Required)
#: of Pieces BOOTH#NOT REQUIRED

# **SHOW: MUSIC**

**K&J Convention Services** 

c/o Suhr Transport 1 Huffman Court Great Falls, MT 59404

MUST ARRIVE BY: MONDAY OCTOBER 13

# K&J CONVENTION SERVICES, LLC

# **ADVANCE WAREHOUSE**

FOR:

(Exhibiting Company Name- REQUIRED)

#: of Pieces BOOTH#NOT REQUIRED

# **SHOW: MUSIC**

**K&J Convention Services** 

c/o Suhr Transport 1 Huffman Court Great Falls, MT 59404

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# K&J CONVENTION SERVICES, LLC

# **ADVANCE WAREHOUSE**

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# **SHOW: MUSIC**

**K&J Convention Services** 

c/o Suhr Tansport 1 Huffman Court Great Falls, MT 59404

MUST ARRIVE BY: MONDAY OCTOBER 13

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

PO Box 5234 | Helena, MT 59604 406-442-3238 | 406-458-3265fax stacey@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; but we do send receipts after processing.

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

Orders received without payment will not be processed. Security Regulations and K&J policy prohibits us from contacting you for card information. 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: October 7**

# CANCELLATION & REFUND POLICY

- No refund or exchange credit for cancellation (for any reason) on or after October
- 8; No refund or exchange credit if you <u>change your mind</u> about your order October 8 or later;
- No refund or exchange credit:
  - if you change your mind when you get to the show;
  - or if you end up not using an item you ordered.
- \_ All items/services ordered are delivered to your booth prior to your arrival at the show.
  - No refund for Materials Handling if your freight arrives-- but you cancel your
- attendance (noshow); No refund if your freight arrives **off target** and doesn't make it to the show.

Applicable refunds must be requested in writing, and will be processed after the conference, less applicable fees.

By submitting an order to K&J for booth furnishings, services or equipment, customer agrees to the payment, refund and credit terms herein.

Do not submit a blank credit card authorization.

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 stacey@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&J'S equipment:
  - EXHIBITOR'S violation of Federal, State, County or Local 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.