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**Service Order Terms & Information**

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Your service order is subject to the following additional terms and information. Please read them carefully and call us at 877.452.8487 if you have any questions.

**Part I.**

**Terms & Information Applicable to all Service Orders**

1. Payments
  - a. PAYMENT AND CREDIT CARD INFORMATION FOR SERVICE MUST ACCOMPANY SERVICE ORDER. Date payment is received shall determine the applicable rate.
  - b. To qualify for advance rates, service order and a signed Service Order Payment must be received, 15 days prior to the event opening date.
  - c. Service Order Payment must be submitted for all orders.
  - d. If third party billing is required, the Service Order must include the names and addresses of the exhibitor and the contractor and the service order must include the names of the exhibitor and the contractor. The party identified in Section 1 of the Service Order Payment is primarily responsible for all charges, whether incurred by a contractor or by an exhibitor.
  - e. For ordering with check payment, please contact accounts receivable at 212-216-2600.
  - f. Make checks payable to the Jacob K. Javits Convention Center. Please send check to checks to:
    - Jacob K. Javits Convention Center
    - Accounts Receivable Department
    - 655 West 34th Street
    - New York, NY 10001-1188
  - g. Credit cards must be valid at time order is submitted and through the period ending 15 days after close of your event.
  - h. Credit Card charges are limited to \$25,000 per order/invoice. Any order exceeding \$25,000 must be paid by check or wire. Any balance due now, during or at the end of the show that does not exceed \$25,000 will be billed directly to the credit card on file.
  - i. If paying by wire transfer, please contact [receivables@javitscenter.com](mailto:receivables@javitscenter.com) for instructions.
  - j. Labor and material charges may be applied for relocations of lines and/or equipment if location is not indicated on the order or if customer desires locations different from the locations shown on the order.
  - k. Credit will not be given for service and/or equipment installed and not used.
  - l. Claims will not be considered unless filed by Customer at the JKJCC Service Desk prior to close of the event. Non-receipt of service must be reported to the JKJCC Service Desk prior to close of the day for verification and consideration. Follow-up questions after close of the event should be directed to Accounts Receivable at [receivables@javitscenter.com](mailto:receivables@javitscenter.com).

- m. Unpaid balances are subject to a charge of \$25.00 for balances of less than \$500.00 and \$50.00 for balances of \$500.00 or more.
  - n. Returned checks will be subject to a \$50.00 fee plus forfeiture of the discount rate for all services ordered.
2. All prices are per day unless stated otherwise on a service order.
  3. Booth Number(s) and Meeting Rooms must be identified on the Order.
  4. Desired location of equipment, connections, power and service must be designated on the Order. Please attach booth diagrams for Electrical, Telecommunications and Plumbing services (and, if requested, for Cleaning Services).
  5. Installation & Removal Work: With some exceptions, no one other than JKJCC-designated personnel can perform the services or make electrical and other connections or install/remove equipment, cable, fixtures or related materials for these services. Please consult Event Management or JKJCC personnel for additional information and please read the "Operational Policies" on our website <http://javitscenter.com/exhibit/operational-policies/> .
  6. Permanent building utility outlets are not part of booth space and are not to be used by exhibitors.
  7. Unless otherwise directed, JKJCC personnel are authorized to cut floor coverings to permit installation of service.
  8. JKJCC is not responsible for voltage fluctuations, power failures or interruptions of service.
  9. Equipment & Materials:
    - a. Unless otherwise noted, all material and equipment furnished and/or installed by JKJCC for services shall remain the property of JKJCC and shall be removed by JKJCC at the close of the event. Please consult Event Management or the JKJCC Service Desk for additional information
    - b. When applicable (e.g. certain technology services), Customer must pick up equipment, instructions and related materials at the JKJCC Electrical Service Desk and return all equipment and related materials to the JKJCC Electrical Service Desk prior to leaving the facility at the end of the event.
    - c. Customer shall be liable for any loss or damage to equipment owned by JKJCC arising from Customer's negligence, intentional act, unauthorized maintenance, and failure to return equipment or other cause within the reasonable control of Customer, its representatives, employees, agents, or invitees. In the event of any loss or damage to the equipment for which Customer is liable, Customer shall reimburse JKJCC for the reasonable cost of repair or replacement. This includes, but is not limited to, the replacement costs established by JKJCC for failing to return technology equipment to the JKJCC Electrical Service Desk prior to leaving the facility at the end of the event.
  10. Limitation of Liability:
    - a. JKJCC's obligations under this Agreement are subject to, and JKJCC shall not be liable for, delays, failure to perform, or damage or destruction or malfunction of Services and/or Equipment, or any consequences of the above, caused, occasioned or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failure, explosions, civil disturbances, government regulatory requirements, acts of God or public enemy, war, military or government requisition, shortages of equipment or

supplies, unavailability of transportation, acts or omissions of anyone other than JKJCC, its representatives, agents or employees, or any other cause beyond JKJCC's reasonable control.

- b. In all situations involving performance or non-performance of Services and/or Equipment or related programs furnished under this Agreement, the Customer's sole and exclusive remedy and JKJCC's sole and exclusive liability will be: (i) the adjustment or repair of the Equipment or replacement of its parts by JKJCC or, at JKJCC's option, replacement of the Equipment or correction of the programming or other errors, or (ii) if, after reasonable efforts, JKJCC is unable to provide the Service, install the Equipment or replacement Equipment in good working order, or to restore the same to good working order, or to make programming operate, the Customer shall be entitled to terminate this Agreement and receive a refund equal to the total amount paid by Customer to date for the service.
  - c. IN NO EVENT SHALL JKJCC BE LIABLE TO THE CUSTOMER OR TO ANY OTHER PARTY FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS, OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSS.
11. Indemnification: Customer hereby assumes liability for and agrees to indemnify, protect, and hold wholly harmless JKJCC (a.k.a. the New York Convention Center Operating Corporation) as well as the State of New York, the New York Convention Center Development Corporation, the New York State Urban Development Corporation d/b/a Empire State Development, the Triborough Bridge and Tunnel Authority and their respective boards of directors, officers, agents and employees and any and all successors and assigns ("Indemnitees") from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs, and expenses, including reasonable attorney's fees in contract, in tort or otherwise, which result from or arise out of negligence or wrongful use of the Equipment or the Services by the Customer or its representatives, agents, employees, or invitees.
  12. Assignment: JKJCC shall have the right to assign its interest under this Agreement to any other party subsequently providing equipment and/or services to the Center.
  13. Entire Agreement: This Agreement and any attached or referenced supplement(s) as well as the Service Order Payment shall constitute the entire agreement between the parties hereto and supersedes all prior oral or written discussions or agreements. This Agreement may be amended only by a written agreement executed by both parties.
  14. Applicable Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of New York. With respect to any suit, action or proceeding relating to this Agreement, Customer hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and of the United States District Court for the Southern District of New York. The parties designate New York County as the exclusive place of venue.
  15. TIPPING IS NOT PERMITTED. ANY REQUESTS FROM PERSONNEL FOR GRATUITIES SHOULD BE IMMEDIATELY REPORTED TO JKJCC MANAGEMENT.

## Part II.

### Terms and Information Applicable to the Service(s) You Ordered

#### Electrical (including Voltage, Sound and Video Equipment)

1. Incomplete information regarding hook-up or power requirement will delay processing.
2. Use of open clip sockets, latex or lamp cord wire and duplex or triplex attachment plugs in exhibits is prohibited.
3. All exhibitors' cords must be of the three-wired type. All exposed non-current-carrying metal parts of fixed equipment, which are liable to be energized, shall be grounded.
4. All electrical equipment must be properly tagged and wired with complete information as to type of current, voltage, phase, cycle, horsepower, etc.
5. Electrical power for lights and displays will be turned on one hour prior to event opening and turned off at event closing.
6. All electrical service connections (110V) must include one female outlet unless a multibox or plug-in strip is ordered.

#### Cleaning

1. Examples of Cleaning Services offered by JKJCC include:
  - a. Event Days Cleaning ( Does Not Include Opening Day ) includes:
    - i. Vacuuming of carpeted areas.
    - ii. Sweeping of floor covering other than carpeted surfaces.
    - iii. Wastebasket and trash receptacle emptying. Note: The Javits Center does not provide in-booth wastebaskets. Wastebaskets can be ordered from the general service contractor for your event.
      - Note: 3-day event = 2 cleanings; 4-day event = 3 cleanings; 5-day event = 4 cleanings
      - Services will be performed on designated event days after the event closes for the day.
      - PROTECTIVE PLASTIC CARPET COVERING AND OTHER OBSTRUCTIONS ON THE CARPET MUST BE REMOVED BEFORE CLEANING CAN BE PERFORMED
  - b. Periodic Porter Service: This service is performed during event hours ONLY. Porter will report to booth to empty wastebaskets and sweep once every 2 hours (vacuuming not included). Refusal of service will not be rescheduled or refunded. (Booths of 3500 sq. ft. and over must order Custom Porter Service).
  - c. Custom Porter Service: This service is billed at an hourly rate with a 2 hour minimum and performed during event hours ONLY (includes an assigned Porter to stay in booth). Service includes emptying of wastebaskets and sweeping (vacuuming not included). Customer is required to supply hours requested in writing. Refusal of service will not be rescheduled or refunded.
  - d. Stripping and Waxing of Floors: Environmental Solutions requires 5 day notification for this 2 step process. This work can only be performed when the booth number is marked on the floor. There can be nothing on the flooring being serviced during, and for a period of 4 hours after, the application of the wax. The work is to be performed on straight time unless otherwise agreed to by the exhibitor. Environmental Solutions is not responsible for floor blemishes or residual glue/tape that could not be removed during the process.

2. Booth square footage is subject to verification by event management.
3. Disposal of hazardous waste on JKJCC premises is illegal.

### **Plumbing**

1. JKJCC plumbing labor is available for other plumbing work and repairs on a time and material basis. See labor rates on the Plumbing Services Order.
2. If your booth is in exhibit halls 1D, 1E, the River Pavilion or Javits North, please call JKJCC at 1-877-452-8487 before ordering. Plumbing services in those areas is extremely limited.
3. JKJCC can provide specialty bottled gases. This will include supply, delivery, storage and hook-up to equipment. Call us at 1-877-452-8487 before ordering for a price quote. Order and payment must be received 30 days prior to event opening.
4. If your equipment has strict tolerances for water or air temperature, pressure or cleanliness, please provide your own regulating devices and filters. JKJCC's utility operating ranges are not as precise as some specialized facilities.
5. Compressed air and water for booths is normally turned on one hour before event opening and off at event close.
6. Special equipment requiring proprietary vendor engineering for assembly, servicing, preparatory work and operation may be executed without JKJCC personnel.
7. Please note that portable air compressors are not permitted.
8. All equipment using water must have inlets and outlets properly tagged.
9. Service outlet size will be determined by the volume required.

### **Telecommunications (including Internet, Telephones and In-Booth Video)**

1. Calling Charges: Customer is responsible for all calling charges made on the hardwire line or lines they order. This includes local calls, 800/888 calls, long distance calls (see #2 below), directory assistance calls and international calls.
2. Long Distance: Long distance interexchange service will be provided by JKJCC. All arrangements for long distance interexchange service shall be made directly between customer and JKJCC. Billing for such services is processed by JKJCC. Billing or other questions related to long distance services should be directed to JKJCC at (212) 216-5432.
3. In-Booth Video:
  - a. Customer must notify JKJCC of early move-out so that camera can be removed in a timely manner.
  - b. Customer acknowledges and agrees that this agreement does not create an obligation for JKJCC to provide surveillance or security. JKJCC assumes no responsibility for theft or other criminal activity or for damage or loss occurring in a booth equipped with this equipment and service, whether or not the equipment and service is operating properly. Customer is solely responsible for the complete security of the booth and for safeguarding the booth as well as the people and property within.
  - c. Recorded footage will be available from when the camera is activated and for 7 days from event end date.