



SMART CITY
 3720 HOWARD HUGHES PKWY
 LAS VEGAS, NEVADA 89109
 888-446-6911
 702-943-6001 (FAX)

LAS VEGAS CONVENTION CENTER NETWORK SERVICE CONTRACT

Company Name		Booth / Room	Show Name:
Billing Name		Show Dates: ___/___/___ To ___/___/___	
Billing Address		Orders are late starting: (see item # 4 - 5 below)	
City, State/Country, Zip		E-Mail	
Contact	Telephone Number () -		Fax Number () -
Credit Card No.	Expiration /	Cardholder Signature (1)	Print / Type Cardholder Name

Description of Service	Type	QTY	(Price + Deposit)	Total
1. Standard Line Services (10-Base-T):				
a. Shared Ethernet Service (1 Public IP address)	SE		(\$ 1,295)	
b. Additional Public IP Address / Device (Ethernet)	IA-S		(\$ 150)	
c. Shared EtherNAT Service (1 Private IP address)	NE		(\$ 995)	
d. Additional Private IP Address / Device (EtherNAT)	IA-N		(\$ 125)	
e. Basic EtherNat (up to 128K/512K) (1 Private IP address) – Limited Qty	BE		(\$ 795)	
f. Additional Private IP Address / Device (Basic EtherNAT) (2 Max)	IA-BN		(\$ 125)	
g. RapidData® T-1 Internet Services (Includes 29 IP addresses)	TS		(\$ 5,900)	
h. Wireless Internet (Up to 256 Kbps) (See Note 5)	WI		(\$ 595)	
2. Equipment Rental				
a. 8 Port Hub Rental – 10 Base T	H8		(\$ 150 + \$ 25)	
b. 24 Port Hub Rental – 10 Base T	H4		(\$ 225 + \$ 25)	
c. Patch cable (up to 50') – Cat 5	PC		(\$ 50)	
3. Special Line services (For 3rd Party Circuit Extensions - Must order circuit from local Bell Co or Other Provider)				
a. T-1 Extended data circuit from D-Mark to Booth (See Note 8)	T2		(\$ 2,000)	
b. DS-3 Extension from D-Mark to Booth (See Note 8)	T3		(\$ 9,000)	
c. Labor / Floor Work - Fee per hour (Cabling run by SC - Note 3)	FW		(\$ 75)	
d. Coax Cable Run (Customer provided cable) (See Note 3)	CX		(Call 888-446-6911 for quote)	
e. Point to Point / Special Engineering / VPN / Web Casting	VP/MI		(Call 888-446-6911 for quote)	
f. Special Quote – Attachment A or SOW (if applicable)	MI		(Call 888-446-6911 for quote)	
4. Expedite Charge \$250 per Line (if ordered less than 21 days prior to 1st day of show move-in)			x (number of lines)	
5. On Site / Move-In order fee of \$500 per line (if ordering service after show move-in has started)			x (number of lines)	
6. Distance Fee of \$500 for each line outside the Convention Hall			(\$ 500) x (number of lines)	
			SUBTOTAL	
Unused portions of deposits returned with final billing.			ESTIMATED 10% TAX / FEES DEPOSIT = SUBTOTAL x 10%	
TOTAL PAYMENT MUST ACCOMPANY ORDER. Credit Card users may fax order to 702-943-6001			GRAND TOTAL	

Notes:

- For your convenience we will use this authorization to charge your credit card for any additional amounts incurred.
- Smart City accepts payment in US dollars, Checks drawn on a US bank or the following credit cards: (AMEX, VISA, MC). *Make all checks payable to: Smart City.*
- Smart City has the **exclusive** contract **to install** all voice and data communications **cabling**. This includes all cabling to booths, within booths (under carpet and flooring) and from booth-to-booth. Fiber optic, twisted pair (category 3 and 5), Co-axial and all other data and telephone cables fall under Smart City's area of responsibility.
- Installations are due 24 hours prior to show opening.
- Smart City is the exclusive provider of all voice, wired and wireless data services. **Wireless Devices not authorized by Smart City are strictly prohibited.** Anyone wishing to showcase wireless products must contact Smart City three weeks in advance of their show to investigate the potential of Smart City engineering a customized cohesive network operating without interference.
- Rates listed include a single IP address, bringing the service to the booth in the most convenient manner and does not include computer equipment, NIC card, TCP/IP software or power to the booth.
- 10Mbps and less service are provided on 10Mbps Ethernet based connectivity with RJ-45 jacks for each connection ordered.
- T-1 / DS-3 orders must be placed 45 days prior to move-in date.

***** **Credit card authorization must be on file for all Services and applicable Taxes / Fees.** *****

Customer Acceptance of Terms and Conditions: _____ **Date:** _____

Indicate location in Booth With an X. Island <input type="checkbox"/> Standard <input type="checkbox"/> Important!! Include floor plan w/orientation. A move fee starting at \$ 200 per line may apply to relocate the circuit after it is installed.	Aisle # _____ Aisle # _____	FOR SMART CITY USE:	Type of Service:	Exhibitor No. 05-030-	
	Special Instructions:			Payment Rec'd:	
	IP Address	Subnet	Gateway	Primary DNS	Secondary DNS
	CSR: _____			Date: _____	

LIMITATION OF LIABILITY

Except for claims for physical injury to persons, Smart City and its suppliers or subcontractors will not be liable for any special or consequential damages, or for loss, damage or expense directly or indirectly arising from customer's use or inability to use the system either separately or in combination with other equipment or software, or for commercial loss of any kind (including loss of business profits) based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory whether or not Smart City or its suppliers or its subcontractors have been advised of the possibility of such damage or loss. Some states do not allow limits on warranties or on remedies for breach in certain transactions, in such states; the limits in this section may not apply. In no event shall liability exceed a refund of amounts actually paid to Smart City by company for their network attachment.

(1) All Exhibitor Contracts are solely between Smart City and the prospective Exhibitor; (2) Smart City is not the employee, agent, or partner of the Facility; (3) The Facility is not a party to, nor shall it have any obligations or liabilities whatsoever to any Exhibitor, under any Exhibitor Contract, including without limitation, the obligation to provide any of the services covered by such Exhibitor Contract; (4) No representations or warranties are being made by the Facility with respect to any Exhibitor Contract or any Communications Services; (5) The right of the Exhibitor to receive any Communications Service will be terminated if this Agreement is terminated for any reason provided therein; and the Facility will have no obligation to continue providing such services unless the Facility elects in its sole discretion to continue to provide such services itself or through a third party; (6) The provisions of the Exhibitor Contract are separate and independent from the provisions of the exhibitor's lease space in the building and shall not affect the exhibitor's obligations under such lease and without limiting the foregoing, in no event shall any default by Smart City under the Exhibitor Contract or any failure with respect to any Communications Services have any effect on any Exhibitor's obligations to the Facility under any lease or other occupancy agreement between such Exhibitor and the Facility.

TERMS AND CONDITIONS

1. **Payment in full** and order must be received no later than 21 days prior to the first day of show move-in or a **\$250.00 per circuit expedite charge** will be applied. If ordering on site or after show move-in has started there is a **\$500.00 per circuit** charge applied.
2. The prices listed on this contract do not include Federal, State, Local or Other Taxes and Tax surcharges. Taxes/Tax surcharges will be included on your final bill. Smart City's Federal ID is 65-0524748.
3. **Conditions for processing service contract / On-time Installation:**
 - (a) Payment for service must accompany contract.
 - (b) Incomplete contract forms will delay processing, please provide all information requested.
 - (c) Booth number(s) must be identified on face of form.
 - (d) Complete Floor Plan itemizing location of circuit(s) in booth must be designated on form or customer provided diagram(s) 2 days before move-in date.
 - (e) Customer provided / ordered circuits must be installed and working 2 days before show move-in.
 - (f) Customers must provide Smart City with Circuit Number and Provider's name.
 - (g) Orders / changes received within 3 days of show move-in will be worked after other orders are complete.
4. **Equipment Management:**
 - (a) Exhibitors should pick up hubs, wireless devices and other rental equipment at the Smart City Service Desk. Unused deposits paid will be refunded by mail within 60 days of show close following final reconciliation of your bill.
 - (b) The exhibitor will be fully responsible for the protection and safekeeping of rental equipment and will be responsible for returning all rental equipment to the Smart City Service Desk by 5:00 p.m. the day following close of the show.
 - (c) The Smart City Service Desk will be open to handle equipment rentals during move-in and show.
5. Any problems should be reported to the Smart City Service Desk.
6. Claims will not be considered unless filed in writing by Exhibitor prior to close of Show.
7. **Any additional cost incurred by SMART CITY to: 1) assist in trouble diagnosis or problem resolution found not to be the fault of SMART CITY or 2) collect information required to complete the installation that customer fails to provide may be billed to the Exhibitor at the prevailing rate.**
8. Only Smart City personnel are authorized to modify system wiring or cabling. Material and equipment furnished by Smart City for this service contract shall remain the property of Smart City.
9. Due to the cost of processing checks, any refunds due in the amount of \$10.00 or less will not be refunded except on request.
10. There will be a \$25.00 service charge for all returned checks.
11. The choice of Internet Service Provider (ISP) is at the sole discretion of Smart City.
12. **CANCELLATION** - There is a minimum \$150 Cancellation fee. Cancellations must be in writing. Additional cancellation charges will apply for orders that have already incurred labor, material, and / or engineering costs. Some broadband services and special circuits cannot be cancelled once ordered and will incur full charges listed / quoted. Credit will not be given for service installed and not used.

13. **Use of Network Connection:**
 - (A) The network attachment to be provided by Smart City may be used only by the directors, officers and employees of the company, its guests and its agents and consultants while performing service for the company and **cannot be resold or distributed to other companies.** The services being provided by Smart City will facilitate communications between the Company's authorized users and the entities reachable through the national Internet. Users of Smart City services shall use reasonable efforts to promote efficient use of the networks to minimize, and avoid if possible, unnecessary network traffic and interference with the work of other users of the interconnected networks.
 - (B) Users of Smart City services **shall not disrupt** any of the Smart City or other associated networks as a whole or any equipment of system forming part of their systems, or any services provided over, or in connection with any of the Smart City or other associated networks. Smart City services shall not be used to transmit any communication where the meaning of the message, or its transmit distribution, would violate any applicable law or regulation or would likely be highly offensive to the recipient or recipients thereof.
 - (C) All devices for which Smart City directly or indirectly provides Internet/Network connectivity must pay a **device charge or purchase** a Smart City assigned **IP address.**
14. **Wireless Specific:** The use of any wireless device that interferes with the facility wireless data frequency is prohibited. Also, see note #5, front of form.
15. **Internet Performance Disclaimer:** Smart City does not guarantee performance, routing, or throughput, either expressed or implied, of any data circuit(s) connectivity with regards to the Internet and/or Internet backbones beyond any facility we service.
16. **Internet Security Disclaimer:** Smart City does not provide security, such as but not limited to firewalls etc. for any data circuit(s) we provide. It is the sole responsibility of the exhibitor or customer to provide any necessary security. With execution of this document the Customer is agreeing to the Terms and Conditions of this document and will hold Smart City; its agents and contracts harmless for any and all liabilities arising from the use of non-secured data circuits.
17. **VIRUS PROTECTION REQUIREMENT – WARNING** - Smart City requires that all devices directly or indirectly accessing Smart City's Network have the latest virus scan software, windows security updates, system patches, and any other technological precautions necessary to protect yourself and others from viruses, malicious programs and other disruptive applications. Any device which adversely impacts Smart City's Network will be disconnected from the network with or without prior notice at Smart City's discretion. The device(s) in question will remain disconnected from the network until all issues are adequately resolved. Additional charges may apply for trouble diagnosis and/or problem resolution.

Complete and Return To

*** ORDERING SERVICES *** *** FLOOR PLANS ***



MAIL CHECK OR FAX PAYMENT W/ORDER AND FLOOR PLAN TO:
SMART CITY
 3720 HOWARD HUGHES PKWY SUITE #190
 LAS VEGAS, NEVADA 89109
 (888) 446-6911 FAX (702) 943-6001