WASHINGTON CONVENTION AND SPORTS AUTHORITY

LICENSE AGREEMENT

Event No. XXXX

THIS LICENSE AGREEMENT is made between the **WASHINGTON CONVENTION AND SPORTS AUTHORITY** ("Authority"), 801 Mount Vernon Place, N.W., Washington, D.C. 20001, telephone no. (202) 249-3000, facsimile no. (202) 249-3202, and ("Customer"), **XXXXXX, XXXX,** XX, XXXX, telephone no. **XXX-XXX-XXXX** facsimile no. **XXX-XXX-XXXX.**

1. **Grant Of License; Term.** The Authority grants to Customer and Customer accepts a revocable, nontransferable and nonexclusive license to use the area(s) described below (the "Licensed Area") for **[XXXX:** for **XXXXXX** (hereinafter the "Event") in the Walter E. Washington Convention Center ("Convention Center") for the period(s) specified (the "Term"):

AREA	USAGE	START TIME	END TIME	DAY/DATE	LICENSE FEE

2. **License Fee; Deposits**.

(a) The "License Fee" for the Event is **$XXXX.00**, which shall be paid in accordance with the deposit schedule below.

Deposit	When Due or Due Date	Amount Due
1		
2		
3		

(b) Customer may make payments due under this Agreement by one of the following methods:

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(i) By electronic fund transfer to: WCCA Show Manager Account, Wachovia Bank, Washington, DC, account number 2000007819292, ABA 054001220. Each transfer shall indicate the Event Code and Event dates.

(ii) By Visa, MasterCard or American Express using the Authority's Charge Card Authorization Form, attached to this Agreement as Exhibit 1.

(iii) By check, sent directly to the Washington Convention Center Authority, Attention: Sales Department, 801 Mount Vernon Place, N.W., Washington, D.C. 20001.

(c) If any part of the Licensed Area is identified in Section 1 as exhibit space to be leased for a fee based on minimum net square footage (NSF), then the quoted fee for that part of the Licensed Area is a minimum license fee. If the exhibits for this event occupy more than the minimum net square footage, then Customer shall pay the Authority for the exhibit space actually occupied, at the rate per net square foot set forth in Section 1. For the purposes of this section, "exhibit space actually occupied" shall not include aisles, columns, registration areas, or non-revenue producing exhibits or displays (to the extent that such exhibits or displays do not exceed 5% of the total net square footage).

(d) All deposits shall be non-refundable, except as otherwise expressly set forth in this Agreement. Interest will not be paid, refunded or credited to Customer on any deposit(s) required of Customer. Failure to make deposit(s) on time shall constitute a default as described in Section 16 of this Agreement.

(e) The License Fee does not include charges for the following services furnished by the Authority's designated service providers (the "Service Providers") as described in Section 6 hereunder pursuant to separate agreements between Customer and such Service Providers: (i) food and beverage services; (ii) utility services; (iii) telecommunication services; and (iv) connection to the Convention Center's audio and video distribution systems. Customer may be invoiced directly for these services by the Service Providers.

(f) The License Fee does not include charges for any additional services furnished by the Authority at Customer's request. Customer agrees to pay the Authority for all such additional services upon receipt of invoice from the Authority.

3. <u>Use</u>. Customer agrees to use the Licensed Area for the Event and for no other purpose.

4. <u>Use of Common Areas; Plan of Operation</u>.

(a) Customer acknowledges and agrees that it acquires no exclusive right of use, occupancy, ingress or egress to Common Areas (defined as, among other areas, the immediate exterior of the Convention Center, entrances, pedestrian ramps, stairs, elevators and escalators, concourses, restrooms, lobbies, the L Street Bridge, loading docks and ramps, and delivery or receiving areas) unless expressly provided hereunder and further, that all Common Areas which the Authority may make available to Customer may also be made available to other users for concurrent access and use as required. The Authority will, in its sole discretion, approve, coordinate and schedule the use of Common Areas in order to accommodate all licensed users of the Convention Center.

(b) Upon its execution of this Agreement or at least sixty (60) days prior to the move-in date in Section 1, Customer shall provide to the Authority, for the Authority's approval, a plan of operation which describes in detail Customer's planned use of the Convention Center and the Licensed Area. The plan of operation must describe: daily detailed schedule of events for the entire Term; exhibit floor plan; registration areas, interior and exterior signage size and placement; use of exterior public areas and Common Areas; ballroom and meeting room set-ups; shuttle transportation routes; list of contractors

SAMPLE

servicing the event; and other pertinent logistical information as may be reasonably required by the Authority. The Authority reserves the right to amend the plan of operation at any time for purposes of allowing joint use of the Common Areas by other users of the Convention Center.

5. Security and Medical Services.

(a) **Security Services**. At all times during the Term, Customer shall, at its sole cost and expense, provide for the Licensed Area trained, professional security personnel and services selected from among a roster of eligible security service providers maintained by the Authority and which personnel shall be scheduled and deployed in accordance with the Authority's minimum requirements as set forth in the *Event Planning Guide* published on the Authority's website at www.dcconvention.com/guidelines.aspx, or as determined by the Authority in its reasonable discretion. All security personnel shall be licensed and bonded in the District of Columbia. Upon its execution of this Agreement, Customer shall provide to the Authority for approval: (i) evidence that it has contracted with providers approved for security services as prescribed in this Agreement, and (ii) its written security deployment plan for the Licensed Area, which plan shall, at a minimum, describe the deployment of personnel, equipment and procedures in, and points of entrance to and exit from the Licensed Area. Under no circumstances shall the Authority be obligated to provide security for the Licensed Area. The Authority shall, in consultation with Customer, make revisions to the deployment plan prior to the move-in date, provided, however, that the Authority may amend the plan at any time as event circumstances, including, but not limited to, protection of persons and property, require.

(b) **Medical Services.** At all times during the Term, Customer shall, at its sole cost and expense, provide certified, professional, trained medical personnel and services for the Event in accordance with the minimum requirements of the Authority as set forth in the *Event Planning Guide* or as determined by the Authority in its reasonable discretion. Upon its execution of this Agreement, Customer shall provide the Authority with evidence that it has contracted with a medical service provider, which shall be approved by the Authority and which shall be licensed and/or certified under the laws of the District of Columbia and in good standing with all applicable regulatory authorities and professional entities.

6. Designated Service Providers; Exclusive Services.

(a) The Authority and/or its Service Providers shall, except as provided otherwise, have sole, exclusive and total control over, and rights to provide, the following services in the Convention Center:

(i) Food and beverage, including alcoholic beverages (current designated Service Provider: Centerplate/NBSE).

(ii) Utility service, including electrical, water and motorized rigging for exhibits (current designated Service Provider: Hi-Tech Electric).

(iii) Telecommunications service, including wired and wireless voice, data and Internet, and equipment and transmission lines (current designated Service Provider: SmartCity of Washington).

(iv) Providing or any equipment that connects to the Convention Center's audio and video systems; motorized rigging for general sessions and special events; and all rigging over 200 pounds (current designated Service Provider: Projection Presentation Technology).

(b) Notwithstanding the requirement of the above subparagraph (iv) of this Section 6, in the event Customer uses its own stand-alone sound system, it shall furnish an Americans With Disability Act-compliant portable assistive listening device or connect to the Convention Center's permanent assistive listening system and pay the Authority a patch fee in accordance with prevailing rates.

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(c) Customer, its employees, agents or guests shall not give away, sell, resell or repackage any of the above exclusive services without the prior written approval of the Authority.

7. **Permits; Compliance with Rules and Regulations.** Customer shall obtain all required licenses, permits and/or governmental approvals in connection with the license granted hereunder. Customer shall comply with policies and procedures as set forth in the Authority's *Event Planning Guide*, and with all federal and District of Columbia laws applicable to its use of the Convention Center.

8. **Right of Entry; Public Safety**. The Authority may, upon reasonable notice to Customer, enter the Licensed Area at any time to ensure the safe, secure and efficient operation of the Convention Center and shall further have the right to remove any person from the Convention Center when necessary for such purposes and/or to protect persons or property. In addition, if the General Manager of the Authority determines that it is in the public interest (such as, but not limited to, an emergency) to: (i) amend, suspend, or terminate this Agreement; (ii) modify Customer's use of the Licensed Area or the Convention Center; or (iii) order the evacuation of the Licensed Area and the Convention Center, then the Authority may take such action(s) without incurring any liability.

9. **Insurance.** Notwithstanding any indemnification provision in this Agreement, Customer shall secure, at its sole cost, for the duration of the Term (which Term shall include move-in and move-out), liability insurance, in at least the amounts described in Exhibit III, for claims arising from injury or death to persons or damage to property and contractual liability. Customer shall, not later than twenty-one (21) days before the move-in date, submit a certificate of insurance evidencing the insurance coverage required herein, which certificate shall substantially conform to Exhibit III, and which shall expressly identify as additional insureds the Authority, its Board of Directors, officers and employees, and the Government of the District of Columbia.

10. **Notices.** Any notices must be sent by Certified Mail, return receipt requested, to the addresses above, or by facsimile transmission to the above facsimile numbers, with written confirmation that transmission has been completed.

11. **Intellectual Property.** Customer represents, warrants and agrees that it has obtained the right to use, in connection with the license granted hereunder, any and all names, likenesses, designs, drawings, logos, music, artistic works, works of authorship, recordings, materials, devices, performances, ideas, inventions, or any other form of expression protected by patent, copyright, trademark, trade secret or other proprietary right (collectively, "Intellectual Property") and that it shall indemnify, defend, and hold harmless the Authority from and against any damages, costs, claims, or other liabilities arising from (or otherwise attributable to) its use or infringement of such Intellectual Property.

12. **Indemnification.** Customer shall indemnify, defend and hold harmless the Authority from and against any and all losses, damages, costs, expenses, claims, and other liabilities arising out of, or otherwise attributable to, this Agreement and License granted hereunder, and/or Customer's use and/or occupancy of the Convention Center. This indemnification shall not extend to any claims arising from the gross negligence or intentional acts of the Authority or its agents, employees, or representatives.

13. **Return of Licensed Area.** Upon the expiration or termination of the Term, Customer shall vacate the Licensed Area and the Convention Center (time being of the essence) and remove all goods, equipment or personal property brought into the Licensed Area or the Convention Center, and return all areas occupied by Customer and any equipment provided by the Authority, all of which shall be in the same condition and repair as originally furnished to Customer, normal wear and tear alone excepted. Should Customer fail to vacate the Licensed Area and the Convention Center at the end of the Term, then Customer shall pay to the Authority its prevailing rate for the Licensed Area or areas of the Convention Center being held over, and the Authority may remove all of Customer's property from the Convention Center and treat the same as abandoned. Disposal of abandoned property shall be at the sole cost and expense of Customer. In addition, Customer shall be liable to the Authority for any losses, damages, costs, expenses, claims, and other liabilities in the event Customer's holdover materially delays or impairs the use of the Convention

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Center by other customers.

14. **Assignment.** This Agreement may not be assigned or transferred by Customer without the express, prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority. In the event of any such assignment or transfer, Customer assumes full responsibility for the acts and conduct of any exhibitors or other persons admitted to the Licensed Area or any part of the Convention Center by or with the consent of Customer or as an invitee of Customer or any of the invitees of exhibitors. Customer shall not under any circumstances license, sublicense, lease, rent, sell, or convey the Licensed Area or any part thereof. In the event the Customer has sublicensed, licensed, leased, rented, sold or otherwise conveyed the Licensed Area or portion thereof, then the Customer shall pay the Authority its prevailing rate for the same, in addition to a service charge of $1,000.00.

15. **Americans With Disabilities Act.** The Authority shall be responsible for complying with the Americans With Disabilities Act requirements for permanent access accommodations, such as wheelchair ramps, elevator standards, door width standards, restroom accessibility and permanently installed assistive listening systems. Customer shall be responsible for non-permanent accessibility requirements, such as, but not limited to, auxiliary aids for the visually impaired, hearing impaired and mobility impaired, meeting room seating arrangements and exhibit accessibility.

16. **Default By Customer.**

    (a) Customer is in default of this Agreement if any of the following should occur: (i) Customer fails to take possession of and use the Licensed Area at the commencement of the Term; (ii) Customer fails to pay any amounts when due; (iii) Customer fails to perform or observe any material term or condition of this Agreement; (iv) Customer violates any applicable laws; (v) Customer files, or acquiesces in a petition for, bankruptcy, reorganization, insolvency or similar proceedings; or (vi) Customer ceases doing business.

    (b) Should Customer default hereunder, then the Authority may, if Customer fails to cure such default within twenty-four (24) hours after receiving written notice from the Authority: (i) terminate this Agreement and enter into and reclaim the Licensed Area or any area in the Convention Center; (ii) at its option, relet or relicense the Licensed Area or any part thereof, for whatever compensation the Authority may obtain, and the Authority shall have the right to keep all payments as liquidated damages; (iii) refuse entry to Customer and its employees, agents, contractors, and event attendees, (iv) refuse to commence, or to continue, the performance of Authority's obligations under this Agreement; (v) declare the entire License Fee due and payable; or (vi) seek other remedies available at law or equity. The pursuit of any partial or single remedy shall not prevent the Authority from pursuing any other remedy.

17. **Default by Authority.**

    (a) The Authority is in default of this Agreement if it: (i) fails to provide the Licensed Area during the Term; (ii) breaches any material provision of this Agreement; or (iii) ceases doing business.

    (b) Should the Authority default, then Customer may, if the Authority fails to cure such default within twenty-four (24) hours after receiving written notice thereof from Customer: (i) receive a refund of the unearned License Fee paid to the Authority under this Agreement; and/or (ii) give notice of termination.

18. **Cancellation.** Should Customer cancel this Agreement or its use of any part of the Licensed Area, the Authority shall be entitled to the full balance of the License Fee, whether paid or unpaid, not as a penalty, but as liquidated damages. The Authority agrees to make a good faith effort to relet or relicense the Licensed Area. Should the Licensed Area or the cancelled part thereof be relet or relicensed, the license fee received by the Authority for the same will offset the Authority's liquidated damages.

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19. **Force Majeure.** If the Licensed Area or all or any other part of the Convention Center necessary to Customer's Event becomes unusable or if the Event is otherwise rendered commercially impracticable by reason of fire, flood, acts of God, strikes against third parties, civil disorder, terrorism or acts of war, governmental directive or law, rule, ordinance or regulation, designation of the Convention Center as an emergency shelter, emergency storage and distribution facility or similar facility, or any reason beyond the control of either party, then either party may terminate this Agreement by delivery of written notice to the other party and the any unearned portion of the License Fee due hereunder shall abate, or, if previously paid, shall be refunded to Customer. The Authority shall not be liable for any loss or damage suffered by Customer if this Agreement is terminated pursuant to this provision.

20. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter it covers, and supersedes all prior or other negotiations, representations and agreements between the parties and their representatives. No other oral or written agreement shall vary or alter any provision of this Agreement unless both parties consent thereto in a signed writing.

21. **Applicable Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. 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 District of Columbia and the United States District Court for the District of Columbia.

22. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such event shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been herein contained.

23. **Exhibits to Agreement.** The following Exhibits are attached hereto are hereby incorporated into and made a part of this Agreement

    Exhibit I: Charge Card Authorization Form
    Exhibit II: Rate Sheets for Services
    Exhibit III: Insurance Requirements

24. **Special Terms and Conditions Other Than Space, Charges, or Credits.** The signed Agreement along with required deposits (if any), must be returned to the Authority within thirty (30) days from delivery to Customer or it shall be considered null and void and the reservation for the Licensed Area shall be canceled.

IN WITNESS WHEREOF, the Authority and Customer have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER: _____

_____

By: _____
(Authorized signature)

_____
Name (printed)

Title: _____

WASHINGTON CONVENTION AND SPORTS AUTHORITY

By: _____
Gregory O'Dell
President and Chief Executive Officer

Date: _____

SAMPLE

Date: _____

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EXHIBIT I

WASHINGTON CONVENTION CENTER
ACCOUNTING DEPARTMENT
801 MOUNT VERNON PLACE, N.W.
WASHINGTON, D.C. 20001
FACSIMILE : (202) 249-3202
TELEPHONE: (202) 249-3200

CREDIT CARD AUTHORIZATION FORM

Event Name: _____ Event Code: _____

Show Dates: _____ Booth Number:_____

Amount: _____ AR Number _____

I, _____, the undersigned, give the Washington Convention Center Authority, authorization to charge the License Fee Deposit.

I further authorize the following named person(s) to use the credit card listed below to pay for any additional services deemed necessary by said person(s).

Print Name **Signature**

_____ _____

Please check appropriate form of payment:

AMEX _____ VISA _____ MASTERCARD _____

Credit Card Number: _____

Expiration Date: _____

Card Holder Name: _____
(Print)

Card Holder Name: _____
(Signature)

Telephone Number: _____

Facsimile Number: _____

SAMPLE

EXHIBIT II
ELECTRICAL SERVICE CONTRACT

SAMPLE

WALTER E. WASHINGTON CONVENTION CENTER

HI·TECH ELECTRIC

Hi-Tech Electric
2230 West Winton Avenue
Hayward, California 94545
510-293-6151
510-293-6155 (FAX)
dcexhibitorservices@hi-techelectric.com

Full payment is required to process order. Return with 100% remittance to above address.
Retainer Credit Card is required. Fed ID# 88-0437088 2009 Order Form

Name of Event_____ Show Dates_____ Incentive Deadline_____

Company Name	**Booth Number**	**Check Number** *(If paying by check)*
Credit Card Billing Address (exact address for credit card)		**Purchase Order Number**
City, State, Zip		**Country**
Credit Card Number	**Expiration Date**	☐VISA ☐MC ☐AMX
E-mail	**Telephone Number** ( ) -	**Fax Number** ( ) -
Authorized Contact- please print	**Cardholder Signature (1)**	**Print/Type Cardholder Name**

***** Please have your Payment 21 days in advance to receive incentive price rates.*****

120/208/480 Volt • Electrical Outlets • Lighting • Computers • Utility Outlets

Description of Service	Quantity	Incentive	Base	TOTAL
120V Outlet -- Please place a (*) for 24 hr. Power. (Maximum of one (1) connection per outlet)				
5 Amp / 500 watts		$ 87.00	$ 105.00	
10 Amp / 1000 watts		$ 107.00	$ 129.00	
20 Amp / 2000 watts		$ 158.00	$ 194.00	
208V 1Ø Motor & Equipment Outlets (Maximum of one (1) connection per outlet)				
20 Amp please order with transformer for European power.		$ 290.00	$ 356.00	
30 Amp		$ 394.00	$ 485.00	
40 Amp		$ 499.00	$ 615.00	
50 Amp		$ 550.00	$ 684.00	
60 Amp		$ 718.00	$ 881.00	
100 Amp		$ 892.00	$ 1,088.00	
208V 3Ø Motor & Equipment Outlets (Maximum of one (1) connection per outlet)				
20 Amp		$ 392.00	$ 482.00	
30 Amp		$ 570.00	$ 688.00	
50 Amp		$ 868.00	$ 1,075.00	
100 Amp		$ 1,575.00	$ 1,890.00	
200 Amp		$ 3,095.00	$ 3,870.00	
400 Amp		$ 5,094.00	$ 6,367.00	
Transformer(s) (Circle Outlets Requiring Boost) Please check if you have European power (see minimum order requirements in addition to European Transformer)				
Boost 208V to 230V / Euro Transformer 208V-240V(min 20A 208v1P) ☐		$ 145.00	$ 174.00	
European Transformer 480v to 380v (min 60 amp 480v 3P)		$ 348.00	$ 579.00	
480V 3Ø Motor & Equipment Outlets				
30 Amp		$ 579.00	$ 695.00	
60 Amp		$ 1,042.00	$ 1,251.00	
200 AMP 1Ø & 3Ø Motor & Equipment Outlets -- Call for Quote				
Booth Lights -- Special lighting Requests will require a Labor Charge (subject to availability).				
90 Watt [1]		$ 87.00	$ 105.00	
250 Watt Krypton [1]		$ 137.00	$ 164.00	
Overhead Quartz Light [2]		$ 318.00	$ 388.00	
Stem Lights (Hard Wall use only)		$ 87.00	$ 105.00	

1 On Stanchion In-Line Booths Only 2 May Require Rigging Labor and / or Lift at Additional Charge

Hi-Tech Electric, LLC is not responsible for Acts of God, voltage fluctuation or power failure due to temporary conditions. For your own protection you should install a surge protector on your equipment. A HTE electrician should make all electrical installation connections to all electrical services. HTE will not be responsible for damage or injury to any person caused by the installation, connection, or plugging in of electrical outlets other than by a HTE electrician. By signing and delivering this form to Hi-Tech Electric, LLC, customer agrees to all terms and conditions printed on this form. All payments must be paid in full before services or any credits or claims can be processed.

SUBTOTAL	$
LABOR/ MATERIALS	$
PAYMENT ENCLOSED	$

Special Requirements:
•Dedicated circuits require 20 Amp outlets.
•24 hour service is double the outlet rate.
For Higher Wattages,Voltages or Special Lighting, call for quote.

Island Booths:
A scaled floor plan is required:
1) Showing main power drop and location of all electrical outlets
2) Showing any lighting equipment

There is a minimum labor charge of 1.5 hours. Each additional drop is subject to labor/material charges.

Important Information!
Labor Rates:
Straight Time: $84.00
PremiumTime : $160.00

SEE REVERSE SIDE TO COMPLETE SERVICE ORDER FORM

05/04BD: rev08/04BD nDT

ELECTRICAL SERVICE CONTRACT

EXHIBIT II

PLUMBING SERVICE CONTRACT

WALTER E. WASHINGTON CONVENTION CENTER

HI·TECH ELECTRIC

Hi-Tech Electric
2230 West Winton Avenue
Hayward, California 94545
510-293-6151
510-293-6155 (FAX)
dcexhibitorservices@hi-techelectric.com

Full payment is required to process order. Return with 100% remittance to above address. Retainer Credit Card is required.

Fed ID# 88-0437088 2009 Order Form

Name of Event_____ Show Dates_____ Incentive Deadline_____

Company Name	**Booth Number**	**Check Number** *(If paying by check)*
Credit Card Billing Address (exact address for credit card)		**Purchase Order Number**
City, State, Zip		**Country**
Credit Card Number	**Expiration Date**	☐VISA ☐MC ☐AMX
E-mail	**Telephone Number** ( ) -	**Fax Number** ( ) -
Authorized Contact- please print	**Cardholder Signature (1)**	**Print/Type Cardholder Name**

Plumbing Connections

Description of Service	Incentive	Base	TOTAL
1. Compressed Air: 90-100 lbs. PSI			
a. Service charge for first GAS outlet at rear of booth	$ 315.00	$ 378.00	
b. Service charge for first AIR outlet at rear of booth - Air Only	$ 208.00	$ 249.00	
c. Each additional outlet within island + peninsula booths only	$ 163.00	$ 199.00	
d. Number of connections – size of connection _____	$ 59.00	$ 75.00	
e. CFM's Required_____ - Air Only	$ 6.00	$ 9.00	
f. 24-hour service required? No r Yes r (If yes, add 50%)			
2. Water 1/2" and 3/4"			
a. Service charge for first water outlet at rear of booth	$ 208.00	$ 249.00	
b. Each additional outlet within island + peninsula booths only	$ 116.00	$ 141.00	
c. Number of connections – size of connection _____	$ 69.00	$ 85.00	
d. PSI Required _____ GPM Required _____			
NOTE: Pressure may vary. No guarantee can be made of minimum or maximum pressure. If pressure is critical, Exhibitor should arrange to have a pressure regulator valve or pump installed. Plumbing contractor not responsible for sediment, color or taste of water. Water filters are recommended we have them on request.			
3. Drains 1/2" and 3/4" / Continuous Water & Drain			
a. Service charge for first drain outlet at rear of booth	$ 157.00	$ 191.00	
b. Each additional outlet within the same booth	$ 116.00	$ 141.00	
c. Number of connections – size of connection _____	$ 69.00	$ 85.00	
d. Continuous Water & Drain	$ 290.00	$ 348.00	
4. Sinks & Water Heaters *(Includes water & drain)*			
a. Single Sink	$ 390.00	$ 448.00	
b. Double Sink	$ 466.00	$ 569.00	
c. Water Heater / 40 gallons each (Requires electrical connections ordered separately)	$ 509.00	$ 637.00	
c. Fill and Drain ———0-199 Gallons	$ 116.00	$ 141.00	
d. Fill and Drain ———0-200-399 Gallons	$ 172.00	$ 211.00	
e. Fill and Drain———0-400 Gallons and over	$ 257.00	$ 308.00	

All ramping of utility lines in booth are done at time and material. Laying of lines under carpet or floor or spotting from ceiling will be an additional labor charge. Minimum per removal of lines is 1 hour each. Please attach floor plan with order to show location of lines.

SUBTOTAL	$
LABOR/ MATERIALS	$
PAYMENT ENCLOSED	$

SEE REVERSE SIDE TO COMPLETE SERVICE ORDER FORM

Straight Time: $84.00 Monday – Friday 8:00am – 4:30pm
Premium Time: $160.00 Weekends / Holidays and after 4:30pm Monday – Friday

05/04: rev 08/04HD

PLUMBING SERVICE CONTRACT

EXHIBIT II
INTERNET-NETWORK AND TELEPHONE SERVICE CONTRACT

WALTER E. WASHINGTON CONVENTION CENTER

SMART CITY
5795 W. BADURA AVE, SUITE 110
LAS VEGAS, NEVADA 89118
888-446-6911
702-943-6001 (FAX)

SmartCity

INTERNET - NETWORK / TELEPHONE SERVICE CONTRACT

Company Name:	**Booth / Room**	**Show Name:**
Contact:	*If a show directory is published, do you want your company name and assigned numbers listed?* ☐ Yes ☐ No	**Show Dates:** / / To / /
Authorized Signature:	**Phone:** ( ) - **Date:** / /	**Incentive Order Deadline:** **(see Incentive Price & # 8 below)**

Important! Important! Please review the "Product Overview / Glossary" section of our literature to assure that the services you have selected will provide the required functionality for any application(s) you will be utilizing. A complete description of all services, product glossary and Ts & Cs may be found online at www.smartcity.com "Conventions" section. Please call if assistance is needed.

Description of Service	Type	QTY	Incentive	Base	+ Deposit	Total
1. Internet – Networking Services: (10 / 100 Base - T)						
a. Shared Ethernet Service (1 Public IP address)	SE		$ 1,195	$ 1,495		
b. Additional Public IP Address / Device (Ethernet)	IA-SP		$ 150	$ 185		
c. Shared EtherNAT Service (1 Private IP address)	NE		$ 995	$ 1,245		
d. Additional Private IP Address / Device (EtherNAT)	IA-SN		$ 125	$ 155		
e. Basic EtherNAT (up to 128K / 512K) (1 Private IP address) - Limited Qty	BE		$ 795	$ 995		
f. Additional Private IP Address / Device (Basic EtherNAT) (2 Max)	IA-BN		$ 125	$ 155		
g. Shared Wireless Internet (Up to 256 Kbps) (802.11) (See T&C 17)	WI		$ 595	$ 745		
h. T-1 RapidData® Internet Services (Includes 29 IP addresses)	TS		$ 5,900	$ 7,375		
i. Additional Block of 29 IP addresses / Devices (T-1 Service Only)	IA-29		$ 995	$ 1,245		
2. Internet – Networking Services: Equipment						
a. Hub Rental (8 Port) – 10 / 100 Base -T	H8		$ 150	$ 185	$ 25	
b. Hub Rental (24 Port) – 10 / 100 Base -T	H4		$ 225	$ 280	$ 25	
c. Patch Cable (up to 50') – Cat 5	PC		$ 50	$ 62		
3. Voice Services: PBX Service – Dial "9" for an outside line						
a. Basic Line (no instrument) (unrestricted long distance)	LO		$ 235	$ 295	$ 25	
b. Multi-Line Phone w / 1 main Number & 1 rollover line (unrestricted LD)	ML		$ 375	$ 470	$ 25	
c. Refundable Multi-Line Instrument Deposit (See T&C 34)	ML-INST				$ 25	
4. Voice Services: Dedicated Line (Direct line do not dial "9")						
a. For Modem use (no instrument) (unrestricted) – Limited Quantity	DL		$ 375	$ 470	$ 25	
5. Voice Services: Special Services						
a. Telephone Instrument (Single Line, Touchtone)	SL / DI		$ 31.50	$ 39		
b. Long Distance Restrictions (Local & Credit Card / Local Only)	CC / TLD		$ 20	$ 25		
6. Special Line Services (For 3rd Party Circuit Extensions - Must order circuit from local Bell Co or Other Provider)						
a. Analog Extended Pots line from Demarc to Booth	DP		$ 200	$ 250		
b. ISDN BRI Extended circuit from Demarc to Booth	IS		$ 350	$ 450		
c. T-1 Extended Data / Telco circuit from Demarc to Booth (See T&C 19)	T2 / T1		$ 2,000	$ 2,500		
d. DS-3 Extended circuit from Demarc to Booth (See T&C 19)	T3		$ 9,000	$ 11,250		
e. Labor / Floor Work - Fee per hour (See T&C 22)	FW		$ 125	$ 125		
f. DSL Extended circuit from Demarc to Booth	HL		(Not Available – Call if any questions)			
g. Point-to-Point / Special Engineering / VPN / Web Casting (See T&C 22)	VP / MI		(Call 888-446-6911 for quote)			
7. Special Quote – Attachment A or SOW (if applicable)	MI		(Call 888-446-6911 for quote)			
8. Move – In / On Site order fee (if ordering service after show move-in has started).				**(20%) x (Base Price)**		
9. Distance Fee of $500 Internet / $100 Telephone for each line outside the convention venue.				**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**		

***** Incentive Price applies to orders received With Payment 21 days prior to the 1st day of show move-in. *****

FOR SMART CITY USE:	Type of Service	Customer No: **2009 - 015 -**	
Special Instructions:		CSR:	Date:

ORDER ON LINE: www.smartcity.com/orders/placeorder.asp

Smart City-INNT 1/5/09

EXHIBIT III
INSURANCE REQUIREMENTS

ACORD® **CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY):

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

INSURED

YOUR COMPANY NAME

COMPANY C

COMPANY D

COMPANY E

COMPANY F

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	$2,000,000
	CLAIMS MADE [X] OCCUR.				PERSONAL & ADV. INJURY	$1,000,000
	OWNER'S & CONTRACTORS PROT.				EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any One Fire)	$1,000,000
					MEDICAL EXP. (Any One Person)	$ 10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$1,000,000
	ANY AUTOMOBILE				BODILY INJURY (Per Person)	$
	ALL OWNED AUTOMOBILES				BODILY INJURY (Per Accident)	$
	SCHEDULED AUTOMOBILES				PROPERTY DAMAGE	$
	HIRED AUTOMOBILES					
	NON-OWNED AUTOMOBILES					
	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X STATUTORY LIMITS	
					EACH ACCIDENT	$ 100,000
					DISEASE – POLICY LIMIT	$ 100,000
					DISEASE – EACH EMPLOYEE	$ 100,000
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

The Washington Convention Center Authority, its Board of Directors, officers and employees, and the District of Columbia are named as additional insureds. Event Code or Name: _____

CERTIFICATE HOLDER

Washington Convention Center Authority
801 Mount Vernon Place, N.W.
Washington, DC 20001
Attention: Office of the General Counsel

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:

ACORD 25-S (7/90) ACORD CORPORATION 1990

Insurer: _____

Agent or Broker's Name: _____

Phone: _____ Fax: _____ E-mail:_____

Agent or Broker's Address: _____

_____