

GEMS, your Official General Contractor for show products and services, is proud to announce the all new GEMS TS online ordering system! Please follow these simple steps to order all your show services online.

Logging In & Ordering Online

You will be receiving an email from GEMS with your login information, show code and important information. If you do not receive an email, please contact your GEMS Project Manager, Jillian Zinkus at (407)438-5002 ext. 115 or at jill@gemsevents.com.

Please use your login information to view your service manual, important show information and use the GEMS TS online ordering system. The online ordering system allows you, the exhibitor, to order, view past orders and make changes to your order for up to 6 hours without penalties or surcharges. All you need to do is login, choose the services you would like to order and click “add to cart”, then check-out.

If you choose not to use the GEMS TS online ordering system, a 3% processing fee will be added to your total invoice.

As always, if you have any questions feel free to contact GEMS.

GEMS - Gilbert Exposition Management Services

895 Central Florida Parkway

Orlando, FL 32824

Phone: 407-438-5002 | Fax: 407-852-0286



2014 EHDI Annual Meeting
April 13-15, 2014
Hyatt Regency Jacksonville Riverfront
Jacksonville, FL

GEMS is proud to be your Exposition Management team for **2014 EHDI Annual Meeting**. The following are important dates and information to keep at hand:

Official General Contractor

GEMS - Gilbert Exposition Management Services
 895 Central Florida Parkway, Orlando, Florida 32824
 Phone: (407) 438-5002 Fax: (407) 852-0286

Show Information:

Back-wall Drape: **Black**
 Side-wall Drape: **Black**
 Hall Carpeted: **YES- Multi-Colored**
 Booth Size: **8' x 10'**
 Booth Includes: Pipe and drape (1) Skirted table, (2) Chairs,
 (1) Wastebasket and (1) ID sign provided

During the Show:

- GEMS maintains an on-site Exhibitor Center throughout the show. If there is anything you forgot to order, or new requirements arise during the show, we will be happy to help you. Just visit us at the Exhibitor Service Center for assistance.

SHIPPING ADDRESSES:

Advance to Warehouse:

GEMS Warehouse
 Company Name & Booth #
2014 EHDI
 895 Central Florida Pkwy
 Orlando, FL 32824

Direct to Show Site:

Hyatt Regency
 c/o GEMS
 Company Name & Booth #
2014 EHDI
 225 E. Coastline Drive
 Jacksonville, FL 32202

Important Dates

Tuesday	March 11, 2014	Shipments may start arriving at the GEMS warehouse
Wednesday	March 26, 2014	Discount Deadline GEMS orders received with payment
Friday	April 11, 2014	Last day for shipments to arrive at GEMS warehouse without surcharges

DO NOT SHIP TO SHOW SITE PRIOR TO April 13, 2014

- Show carrier on site for pickup if you would like to ship outbound freight.
- Please inform your drivers to be checked in at the loading area by **12:30 pm on April 15, 2014**.
- Freight not picked up by **1:30 pm on April 15, 2014** will be redirected.
- All Exhibit Materials must be off the show floor by **2:00 pm on April 15, 2014**.
- Stop by the GEMS Desk during move-out and get an out bound bill of lading.

***Shipments arriving at show site before the designated move-in date will be refused, rerouted, or held by the facility. You are responsible for all related charges incurred at show site and by GEMS. Shipping prior to move in could delay your shipment to your booth. Please follow the outlined shipping guidelines.**

After the Show:

Feel free to contact GEMS throughout the year for assistance with any trade shows, Special Events, exhibit rentals, installation and dismantle labor, or material storage.

We look forward to serving you in the future!

A GEMS Project Manager is specifically assigned to this event in order to help you with all of your booth needs.

Please do not hesitate to contact your Project Manager with any questions.

GEMS wants your event to shine!

Your Project Manager is: **Jillian Zinkus** Phone: (407) 438-5002 x115 Fax: (407) 852-0266 Email: jill@gemsevents.com

2014 EHDl Annual Meeting
April 13-15, 2014
Hyatt Regency Jacksonville Riverfront
Jacksonville, FL

SHOW HOURS

Sunday April 13, 2014

Exhibitor Move-In	12:00 pm - 6:00 pm
Exhibit Hall Open	6:00 pm - 8:00 pm

Monday April 14, 2014

Exhibit Hall Open	7:15 am - 5:30 pm
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Tuesday April 15, 2014

Exhibit Hall Open	7:15 am - 11:00 am
Exhibitor Move-Out	11:00 am - 2:00 pm

**ALL EXHIBIT MATERIALS
MUST BE OFF THE FLOOR BY
2:00 pm on April 15, 2014**



"...A Cut Above The Rest!"

Jillian Zinkus, Project Manager

895 Central Florida Parkway

Orlando, Florida 32824

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Phone: (407) 438-5002

Fax: (407) 852-0286

GEMS Discount Deadline
Wednesday
March 26, 2014

2014 EHD Annual Meeting
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Jacksonville, FL

PAYMENT & CREDIT CARD CHARGE AUTHORIZATION

Credit Card Charge Authorization (All Information Must Be Provided)			Calculation of Orders		Total
<input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> American Express <input type="checkbox"/> Corporate <input type="checkbox"/> Personal					
EXPIRATION DATE			Material Handling		\$
<input type="text"/>	<input type="text"/>	<input type="text"/>	Installation & Dismantle Labor		\$
<input type="text"/>	<input type="text"/>	<input type="text"/>	Electrical Service		\$
<input type="text"/>	<input type="text"/>	<input type="text"/>	Standard Furnishings & Accessories		\$
<input type="text"/>	<input type="text"/>	<input type="text"/>	Custom Furniture Rental		\$
<input type="text"/>	<input type="text"/>	<input type="text"/>	GEMS Rental Exhibits		\$
<input type="text"/>	<input type="text"/>	<input type="text"/>	Floral Service		\$
<input type="text"/>	<input type="text"/>	<input type="text"/>	Booth Cleaning		\$
<input type="text"/>	<input type="text"/>	<input type="text"/>	Other		\$
Card Holders Name (Please Print)			Total		\$
Billing Address			To simplify payment, send a check payable to GEMS for your entire order or note the amount to be charged to your credit card.		
City	State	Zip	FULL PAYMENT in U.S. funds drawn on a U.S. Bank \$		
Phone Number	Fax Number		Check #		
Email Address					
Card Holders Signature			Please list all authorized persons for credit card use at show site below.		
Company Name		Booth #			

<p>Payment Policy</p> <p>Payment for Services</p> <p>GEMS requires payment in full at the time services are ordered. GEMS requires that you provide a credit card authorization with your initial order. For your convenience, we will use this authorization to charge your account for services which may include labor & material handling not covered by your first payment.</p> <p><i>For your convenience, we will use this authorization to charge your credit card for any additional amounts ordered by your representative for products and services rendered to your company for this event.</i></p> <p>Method of Payment</p> <p>GEMS accepts MasterCard, VISA, Discover, American Express, & Check. Purchase orders are not considered payment. All payments must be made in U.S. Funds drawn on a U.S. Bank. Exhibitors will be charged a \$25.00 fee for returned NSF checks.</p>	<p>Third Party Billing</p> <p>Each exhibiting firm is ultimately responsible for all charges incurred on its behalf. GEMS reserves the right to institute collection action against the exhibitor if the authorized third party does not pay. See Third Party Billing Request form.</p> <p>Tax Exempt</p> <p>If you are tax exempt in the state in which you will be exhibiting, you must provide a Sales Tax Exemption Certificate for that state. Please send the above information with your orders for the show. GEMS must receive your certificate with your order; otherwise tax will appear on your invoice.</p> <p>Adjustments and Cancellations</p> <p>Adjustments to your invoice will not be made after the close of show. Some items, services and labor are subject to cancellation fees. Cancellation fees will apply if written notice of cancellation is not received within 15 business days of the show move-in. No credits will be issued after delivery or attempted delivery.</p>
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If you have any questions regarding our payment policy, please call exhibitor services at 407-438-5002 or visit our Service Desk during setup and move-out. Please complete the information and return payment in full with this form and your orders. You may choose to pay by credit card, check or bank wire transfer, however, we require your credit card charge authorization to be on file with GEMS. You agree to late fees up to 1.5% per month on any balance not paid at the conclusion of the Show, or balance left without appropriate credit card on file.



Jillian Zinkus, Project Manager E-mail: jill@gemsevents.com
 895 Central Florida Parkway Phone: (407) 438-5002
 Orlando, Florida 32824 Fax: (407) 852-0286

GEMS Discount Deadline
Wednesday
March 26, 2014

**2014 EHD Annual Meeting
April 13-15, 2014
Hyatt Regency Jacksonville Riverfront
Jacksonville, FL**

THIRD PARTY PAYMENT AND STATEMENT OF TERMS

GEMS will present invoices to third parties at the Show site for payment of all services rendered to exhibitors provided the following conditions are met :

1. The exhibitor is required to complete the "INTENT TO USE NON-OFFICIAL CONTRACTORS" form located on page 11 of this manual.
2. The payment record of the third party must be acceptable to GEMS. Also, the charge card information must be completed and submitted to GEMS as a deposit for the Show.
3. If there is any doubt who is to be invoiced for a service, the charges for the service will be charged to the exhibitor. The exhibiting firm is ultimately responsible for the payment of all charges. If the Non-Official Contractor requires GEMS to fax an invoice from the Show Facility, a \$75.00 service charge will be added.
4. The following form is to be completed, signed and returned by both parties by the deadline date indicated at the bottom of this page. Otherwise, the request will be denied.
Please do not forget to fill out the credit card authorization form.

We understand that we, the exhibiting firm, are ultimately responsible for payment of charges incurred. In the event that the named third party does not make payment upon presentation of the invoice at the Show site, such charges will be presented to the exhibiting firm for payment.

ALL INVOICES MUST BE SETTLED BY THE CLOSE OF THE SHOW. Please fill out the form below completely.

EXHIBITING FIRM:		BOOTH#:
AUTHORIZED NAME & TITLE:		
AUTHORIZED SIGNATURE:		
DISPLAY HOUSE NAME/THIRD PARTY PAYER:		
COMPLETE ADDRESS:		
CITY, STATE:		ZIP CODE:
AUTHORIZED NAME & TITLE:		
AUTHORIZED SIGNATURE:		
PHONE NUMBER:	FAX NUMBER:	
ITEMS TO BE BILLED TO THIRD PARTY:		
<input type="checkbox"/> MASTERCARD <input type="checkbox"/> VISA <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMERICAN EXPRESS		
ACCOUNT NUMBER:		EXPIRATION DATE:
NAME ON CARD:		
SIGNATURE:		
COMPANY NAME:		BOOTH #:
COMPANY ADDRESS:		
CITY, STATE:		ZIP CODE:
PHONE NUMBER:		FAX NUMBER:



GEMS Discount Deadline Wednesday March 26, 2014
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2014 EHDl Annual Meeting
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SHIPPING INSTRUCTIONS

ADVANCE SHIPMENTS TO THE WAREHOUSE

- Shipments must be sent PRE-PAID. All collect shipments will be refused.
- Crated shipments may be sent to the warehouse in advance up to thirty (30) days prior to the Show move-in date. Such shipments must arrive on or before **April 11, 2014** between 8:00am & 4:00pm Monday through Friday.
- No shipments will be received at the warehouse on weekends or holidays. To trace the arrival of a shipment, call 407-438-5002.
- **HAVE PRO NUMBER AND CARRIER INFORMATION AVAILABLE.**
- **NOTE:** Shipments that arrive at the warehouse after Show move-in has begun will be charged an additional 25% overtime rate of the advance warehouse rate.
- Label each package or crate as follows:

TO ARRIVE ON OR BEFORE

April 11, 2014

GEMS Warehouse
Company Name & Booth #
2014 EHDl
895 Central Florida Pkwy
Orlando, FL 32824

SHIPMENTS TO SHOW SITE

- **All shipments arriving at the facility prior to April 13, 2014 will be refused & rerouted.**
- **NOTE:** Shipments will only be received at the Show site *during the move-in periods* - **SEE PAGE ONE OF THE SERVICE MANUAL.**
- As an exhibitor, it is your responsibility to instruct your carrier of the proper date for direct deliveries to the Show facility.
- Bills of Lading indicating weight must accompany freight delivery. The driver's signature on the Show site receiving report will verify the total count and weight.
- **NOTE:** Shipments arriving at Show site before the designated move-in date will be *refused, rerouted, or held by the facility.* You're responsible for all related charges incurred at site & by GEMS. Shipping prior to move-in could delay your shipment to your booth. Please follow the outlined shipping guidelines.
- Label each package or crate as follows:

DO NOT DELIVER PRIOR TO

April 13, 2014

Hyatt Regency
c/o GEMS
Company Name & Booth #
2014 EHDl
225 E. Coastline Drive
Jacksonville, FL 32202

Please note the following general shipping information:

- Shipments received without receipts, freight bills or specified unit counts on the receipts or freight bills, such as UPS or van lines, will be delivered to the exhibitor's booth without guarantee of the piece count or condition. No liability will be assumed by GEMS for such shipments.
- Crated materials will be received at the warehouse up to 30 days in advance and delivered to respective booths at the Show facility. Empty containers will be removed from the booth, placed in storage and returned to the booth at the close of the Show. Material is then moved from the booth to the dock and reloaded on designated vehicles. Charges will be based on in-bound weight only.

IMPORTANT: Refer to the "MATERIAL HANDLING RATES" in the Exhibitor Service Manual for rate information.

2014 EHDl Annual Meeting
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Hyatt Regency Jacksonville Riverfront
Jacksonville, FL

FOR ADVANCE SHIPMENTS
 TO ARRIVE BY April 11, 2014



RUSH
 EXHIBITION MATERIALS

To: _____
 EXHIBITOR NAME

GEMS Warehouse
Company Name & Booth #
2014 EHDl
895 Central Florida Pkwy
Orlando, FL 32824

Name of Event: _____
 Booth #: _____
 #of Pieces: _____
 Carrier: _____

FOR ADVANCE SHIPMENTS
 TO ARRIVE BY April 11, 2014



RUSH
 EXHIBITION MATERIALS

To: _____
 EXHIBITOR NAME

GEMS Warehouse
Company Name & Booth #
2014 EHDl
895 Central Florida Pkwy
Orlando, FL 32824

Name of Event: _____
 Booth #: _____
 #of Pieces: _____
 Carrier: _____

FOR ADVANCE SHIPMENTS
 TO ARRIVE BY April 11, 2014



RUSH
 EXHIBITION MATERIALS

To: _____
 EXHIBITOR NAME

GEMS Warehouse
Company Name & Booth #
2014 EHDl
895 Central Florida Pkwy
Orlando, FL 32824

Name of Event: _____
 Booth #: _____
 #of Pieces: _____
 Carrier: _____

FOR ADVANCE SHIPMENTS
 TO ARRIVE BY April 11, 2014



RUSH
 EXHIBITION MATERIALS

To: _____
 EXHIBITOR NAME

GEMS Warehouse
Company Name & Booth #
2014 EHDl
895 Central Florida Pkwy
Orlando, FL 32824

Name of Event: _____
 Booth #: _____
 #of Pieces: _____
 Carrier: _____



GILBERT EXPOSITION MANAGEMENT SERVICES

"...A Cut Above The Rest!"

Jillian Zinkus, Project Manager

895 Central Florida Parkway

Orlando, Florida 32824

E-mail: jill@gemsevents.com

Phone: (407) 438-5002

Fax: (407) 852-0286

GEMS Discount Deadline
Wednesday
March 26, 2014

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Jacksonville, FL

MATERIAL HANDLING RECAP

Please indicate where your shipment will arrive: **GEMS Warehouse** **Show Site**

We will ship _____ pieces @ _____ lbs.	@ \$89.00 per 100 lbs. (200 lb. minimum)	\$
Small Package Charge	@ \$50.00 (25 lb. maximum)	\$
Loose/Uncrated/Pad Wrapped	@ \$105.00 per 100 lbs. (200 lb. minimum)	\$

OVERTIME MATERIAL HANDLING CHARGES (See Schedule On Page One)

Overtime rates prevail before 8:00AM and after 4:00PM daily, and all day on Saturdays, Sundays & Holidays.

Inbound Overtime - 25% Surcharge	\$
Outbound Overtime - 25% Surcharge	\$

NOTE: We understand that your calculation is only an estimate. Invoicing will be completed from the actual weight as listed on the inbound Bills of Lading. Adjustments will be made accordingly, and must be paid at Show site. If you have any	Material Handling Subtotal	\$
	Overtime Subtotal	\$
	Material Handling Total	\$

For complete information and instructions on shipping and material handling, refer to the "SHIPPING INSTRUCTIONS" and "MATERIAL HANDLING RATES."

*When recording weight, round up to the next one hundred (100) pounds. *Shipments received without individual/carrier receipts or freight bills, such as UPS, FEDERAL EXPRESS, EXPRESS MAIL, PARCEL POST, or PRIVATE VEHICLE, etc., will be delivered to the booth without guarantee of the piece count or condition.

FREIGHT INFORMATION GUIDE

PLEASE NOTE: To enable our tracking delayed shipments, please fax duplicate Bills of Lading to 407 852-0286.

COLLECT SHIPMENTS WILL NOT BE RECEIVED

Shipments arriving at Show site before the designated move-in date could be refused, rerouted, or held by the facility. You are responsible for all related charges incurred at Show

INSTRUCTIONS FOR OUTGOING SHIPMENTS AFTER THE SHOW

Consign to (Company Name):		Telephone:	
Street Address:		City:	
State:		Zip:	
Carrier:		Circle One:	PREPAID COLLECT
Total Number of Containers:		Total Weight of Shipment:	
INCOMING SHIPMENT	INCOMING SHIPMENT	INCOMING SHIPMENT	INCOMING SHIPMENT
Origin of Shipment:	Origin of Shipment:	Origin of Shipment:	Origin of Shipment:
Shipping Date:	Shipping Date:	Shipping Date:	Shipping Date:
Approximate Arrival Date:	Approximate Arrival Date:	Approximate Arrival Date:	Approximate Arrival Date:
Total Number of Containers:	Total Number of Containers:	Total Number of Containers:	Total Number of Containers:
Total Weight of Shipment:	Total Weight of Shipment:	Total Weight of Shipment:	Total Weight of Shipment:
Carrier:	Carrier:	Carrier:	Carrier:
Pro #:	Pro #:	Pro #:	Pro #:

EXHIBITING FIRM:

BOOTH#:



Jillian Zinkus, Project Manager E-mail: jill@gemsevents.com
895 Central Florida Parkway Phone: (407) 438-5002
Orlando, Florida 32824 Fax: (407) 852-0286

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MATERIAL HANDLING RATES

- \$89.00 per hundred weight (or fraction thereof).
- Minimum of \$178.00 per shipment delivered - 200 lb. minimum.
- When recording weight, round up to the next one hundred (100) pounds.
- **Rates are calculated on a round trip basis.**
- If the inbound and / or outbound receiving hours occur during overtime there will be a 25% surcharge for each occurrence.
- Overtime hours are Monday-Friday before 8:00am and after 4:00pm, and all day Saturday, Sunday and on Holidays.

SMALL PACKAGE SHIPMENTS

Shipments received without individual/carrier receipts or freight bills, such as UPS, FEDERAL EXPRESS, EXPRESS MAIL, PARCEL POST, or PRIVATE VEHICLE, etc., will be delivered to the booth without guarantee of the piece count or condition. GEMS will assume no liability for these shipments. \$50.00 per shipment will be charged for packages 25 pounds and under.

LABOR AND EQUIPMENT

Labor will be available for un-crating, un-skidding, assembling, positioning, leveling, dismantling, re-crating, and re-skidding machinery and/or equipment of exhibitors. Please see the "INSTALLATION AND DISMANTLING LABOR ORDER FORM" in this manual.

SPECIAL HANDLING

Add 50% to the quoted Show facility rate for un-crated or loose display shipments or shipments by any truck which, because of height or truck bed, cannot be unloaded at the docks. Un-crated and loose display shipments will not be received at the warehouse. This form of shipment should be sent directly to the Show facility, scheduled to arrive during the move-in time. These shipments will not be accepted prior to the move-in dates. Un-crated and loose display shipments are defined as open displays (not crated or cased) or un-skidded machinery on an open flatbed truck without proper lifting bars or hooks. If the crated materials are combined with un-crated or loose materials in the same shipment, and the Bill of Lading does not identify the various classifications, the whole shipment will be charged at the special handling rate.

INBOUND BILL OF LADING OR DELIVERY RECEIPT

All shipments must have a Bill of Lading or delivery receipt showing number of pieces, weight and description of merchandise. The charges will be computed based on this weight. In the event that no weight is indicated on the documents presented, GEMS shall estimate the weight, and all charges will be based on these estimates. The estimates will be binding on both parties. A \$25 fee will be applied to your invoice if GEMS finds it necessary to provide this weigh scale service. No adjustments will be made after the Show closes. Copies of the Bills of Lading, including pro number, should be mailed to GEMS as soon as shipments are made. This will assist in tracking, if necessary.

EMPTY CONTAINER LABELS

Empty labels for storage of containers during the Show will be available at the Exhibitor Service Center. Affixing the labels is the sole responsibility of the exhibitor or representative. All previous labels should be removed. GEMS assumes no liability for errors to the above procedure, removal of containers with old labels, improper information or valuables stored in containers with old empty labels. Empty crates or containers will not be accessible after removal unless prior arrangements are made for accessible storage at the Exhibitor Service Center.

SPECIAL RATES AND SERVICES

- Steel banding is available at \$1.50 per linear foot, plus one-half hour minimum labor.
- Shrink Wrap is available at \$15.00 per pallet / skid plus one-half hour labor..
- Mobile equipment will be moved in & out of the exhibit hall on a time & material basis with a minimum \$250 charge per round trip.

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"...A Cut Above The Rest!"

Jillian Zinkus, Project Manager E-mail: jill@gemsevents.com
895 Central Florida Parkway Phone: (407) 438-5002
Orlando, Florida 32824 Fax: (407) 852-0286

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MATERIAL HANDLING RATES

-CONTINUED-

AGREEMENT OF TERMS

The exhibitor accepts responsibility for the payment of charges in connection with the handling of shipments and guarantees payment to GEMS for the incurred services described herewith.

OUTBOUND SHIPPING

Each exhibitor or his representative will be expected to label his exhibit materials and furnish shipping information. Labels and Bills of Lading will be available at the Exhibitor Service Center. Previous shipping labels should be removed. GEMS accepts no responsibility for misdirected shipments as a result of old shipping labels remaining on containers. GEMS will route all shipments unless special advance arrangements are made. Exhibits and materials for which arrangements have not been made with GEMS, or which have not been removed from the exhibit area on removal day, will be transported to our warehouse, at an additional charge, to await disposition. GEMS reserves the right to route exhibit material via an alternate carrier in the event that the requested carrier fails to pick up the shipment or refuses to accept shipments within five (5) business days following the close of the Show. No liability will be assumed by GEMS as a result of such re-routing or handling. Any freight brought back to the warehouse for special pick-up will be given an additional charge.

SHIPMENTS RETURNED TO THE WAREHOUSE

At the close of the Show, should shipments need to be brought back for any reason, there will be an additional charge of \$89.00 per CWT for straight time and \$178.00 per CWT for overtime, with a 500 lb. minimum.

LIMITS OF LIABILITY

All shipments should be insured by the exhibitor from the time they leave their firm until they are returned after the Show. All exhibits or materials handled by GEMS and insured by the exhibitor are not to exceed a value of \$0.25 per pound and are not to exceed a maximum of \$50.00 per item or \$1000.00 per claim, whichever is less. GEMS and its subcontractors are not insurers. The amounts paid to GEMS are based on the value of the material handling services and are unrelated to the value of the property being handled.

GEMS and its subcontractors shall not be responsible for loss, delay or damage due to strikes, lockouts, work stoppage, fire, theft, windstorm, water, vandalism, acts of God, mysterious disappearances or other causes beyond its control, or for ordinary wear and tear in handling of equipment. GEMS and its subcontractors shall not be responsible for the materials after they have been delivered to the booth, or before they have been picked up for loading at the exhibit hall. GEMS shall not be responsible for damage to uncrated materials, materials improperly packed, or concealed damage. All Bills of Lading covering outgoing shipments, which are given to GEMS by exhibitors, will be checked at the time of pickup from the booth, at which time corrections will be made where discrepancies exist. *Furthermore, the exhibitor recognizes there may be a lapse of time between the completion of packing and the actual pickup of materials from the booth for loading onto a carrier. During such time, the materials will not be under the care or responsibility of GEMS.* GEMS and its subcontractors shall not be liable to any extent whatsoever for potential or assumed loss of profits or revenues for any collateral costs, which may make it impossible or impractical to exhibit. Same claims for loss or damage which are not submitted to GEMS within thirty (30) days of the close of the Show shall be considered waived.

No suit or action shall be brought against GEMS or its subcontractors more than one year after accrual of the cause or action thereof. In order to expedite removal of materials from the Show site, GEMS shall have the authority to change designated carriers if such carriers do not pick up on time. Where the exhibitor makes no disposition, materials will be either taken to a warehouse to await exhibitor's shipping instructions (in which case extra charges will be the responsibility of the exhibitor) or shipped to the exhibitor's address.

The consignment or delivery of a shipment to GEMS or its subcontractors by the exhibitor, or by any shipper on behalf of the exhibitor, shall be construed as an acceptance by such exhibitor (and/or other shipper) of the terms and conditions set forth in the above section.

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"...A Cut Above The Rest!"

Jillian Zinkus, Project Manager

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INSTALLATION AND DISMANTLING LABOR ORDER

Straight Time: \$100.00 per personnel hour Overtime: \$140.00 per personnel hour
Overtime rates prevail before 8:00AM and after 4:30PM, daily and all day on Saturdays, Sundays & Holidays.
A minimum charge is one hour per labor personnel,

PLAN A: Installation and dismantling of display under the supervision of I&D GEMS.	PLAN B: Installation and dismantling of display under the supervision of Exhibitor.
Please note the following: <ul style="list-style-type: none"> In addition to the above listed rates, a 35% supervision fee will apply to the above rates with a \$50.00 minimum charge. Work will be done on a straight time basis if possible. However, overtime charges will be invoiced, if necessary. Notice of cancellation should be made at least 24 hours prior to the move-in to avoid a one-hour minimum charge. 	Please note the following: <ul style="list-style-type: none"> Labor personnel must be picked up at GEMS Exhibitor Service Center when under exhibitor supervision. A one hour "no show" charge will be applied if exhibitor fails to pick up labor personnel as ordered. Notice of cancellation should be made at least 24 hours prior to the Show move-in to avoid a one-hour charge per requested personnel.

Workers are assigned to orders at 8:00AM daily and completion time of first assignments is uncertain.

FORKLIFT ORDER Straight Time: \$100.00 per personnel hour Overtime: \$140.00 per personnel hour Forklift: \$50.00 per hour

A forklift crew will consist of one forklift, one driver and one spotter. Please note that a forklift crew should be ordered if you need equipment spotted in your booth area, removed from crates, positioned or repositioned once it is in your booth area. Forklift crews do not need to be ordered if it is part of the Material Handling Process. The same rules and regulations apply to forklift crew labor as to all other labor services.

INSTALL & DISMANTLE RECAP

Please check the appropriate line:		<input type="checkbox"/> GEMS Supervision	<input type="checkbox"/> Exhibitor Supervision	<input type="checkbox"/> Forklift Crew
Install	Date: Time:	Total Laborers:	Hours per Laborer:	\$
Dismantle	Date: Time:	Total Laborers:	Hours per Laborer:	\$
GEMS Supervision Install 35%:		GEMS Supervision Dismantle 35%:	Forklift Fee: \$50.00	\$
ESTIMATED COST FOR INSTALLATION, DISMANTLE LABOR, AND/OR FORKLIFT LABOR:				\$

LIMITS OF LIABILITY & RESPONSIBILITY FOR LABOR

- | | |
|---|---|
| <ol style="list-style-type: none"> Gilbert Exposition Management, Inc., GEMS & its subcontractors shall not be responsible for loss, delay or damage due to strikes, lockouts or work stoppages of any kind. Gilbert Exposition Management, Inc., GEMS and its subcontractors shall not be responsible for loss, injury or damage cause by laborers or equipment furnished by Gilbert Exposition Management, Inc., or its subcontractors, except when such laborers are working or operating equipment under direct supervision of a supervisor designated by Gilbert Exposition Management, Inc., GEMS or its subcontractor. Gilbert Exposition Management, Inc., GEMS and its subcontractors shall not be liable to any extent whatsoever for any actual, potential, or assumed loss of profits or revenues, or for any collateral costs which may result from any loss, injury or damage to an exhibitor's material or personnel, which may make it impossible or impractical to exhibit exhibitor's materials. | <ol style="list-style-type: none"> Claims for loss, injury or damage which are not submitted to Gilbert Exposition Management, Inc., GEMS, within thirty (30) days of the close of the Show on which the loss, injury or damage occurred shall be considered waived. No suit or action shall be brought against Gilbert Exposition Management, GEMS or its subcontractor more than one year after the accrual of the cause of action. Gilbert Exposition Management, GEMS, will not be responsible for improper packing of exhibitor material and products or incorrect labeling if working under the supervision of the exhibitor. Gilbert Exposition Management, Inc., GEMS will not be responsible for improperly packed or concealed damages to exhibits. The placing of an order for the services or laborers and the use of equipment by an exhibitor, or any agent of the exhibitor shall be construed as an acceptance by such exhibitor or agent of terms and conditions set forth in Section 1 through 6 above. |
|---|---|

EXHIBITING FIRM:

BOOTH#:



GEMS Discount Deadline
Wednesday
March 26, 2014

2014 EHD Annual Meeting
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NON-OFFICIAL CONTRACTORS' RULES & REGULATIONS

Gilbert Exposition Management, Inc. (GEMS), has been selected as the Official Service Contractor and must be used for all material handling, furniture rental, signs, rigging, cleaning, and installation and dismantling of decorations.

A *NON-OFFICIAL CONTRACTOR IS:* Any individual who is not a full-time permanent employee of an exhibiting firm, who is providing a service to an exhibitor on-site, and does not represent one or more of the official contractors.

1. Each representative on a Non-Official Contractor must physically pick up, in person, an "Exhibit Crew" badge at the GEMS Exhibitor Service Center. If a representative of a Non-Official Contractor does not have any identification which verifies his/her employment by a Non-Official Contractor he/she must be accompanied to the GEMS exhibitor Service Center by a representative who has verifying identification.
2. These services shall not conflict with existing labor regulations or contracts, and in fulfilling his obligations, the representative of a Non-Official Contractor shall adhere to the regulations set up by the hall and Show management regarding entrance.
3. The representative of a Non-Official Contractor shall have a true and valid order for service from an Exhibitor in advance of the move-in date and shall not solicit business on the Show floor.
4. The representative of a Non-Official Contractor will share with the Official Service Contractor all reasonable costs related to his operation, including overtime pay for stewards, restoration of exhibit space to its initial condition, etc.

It is the responsibility of the Exhibitor to see that each representative of a Non-Official Contractor abides by the *Official Rules & Regulations* of this Exposition.

INTENT TO USE NON-OFFICIAL CONTRACTORS

A NON-OFFICIAL CONTRACTOR IS:

Any individual who is not a full-time permanent employee of an exhibiting firm, who is providing a service to an exhibitor on-site at the Show facility and does not represent on or more of the official contractors.

1. Exhibitors who choose to use a Non-Official Contractor must complete and sign this form. It must be received at Gilbert Exposition Management Services, Inc. (GEMS), no later than the Deadline Date. **NO EXTENSIONS OR EXCEPTIONS WILL BE GRANTED AFTER THE OFFICIAL PUBLISHED DEADLINE.**
2. The Non-Official Contractor must provide GEMS with a copy of valid "Certificate of Insurance." This certificate must be received no later than the deadline date. **NO EXTENSIONS OR EXCEPTIONS WILL BE GRANTED AFTER THE OFFICIAL PUBLISHED DEADLINE.**
3. Failure to provide GEMS with items 1 and 2 above will result in said firms being required to hire installation and dismantling labor from GEMS. Non-Official Contractors will be able to provide supervision only.

All representatives of the Non-Official Contractor must obtain an "Exhibit Crew" badge at the **GEMS Exhibitor Service Center**.

IMPORTANT: It is the responsibility of each Exhibiting Firm who is utilizing a Non-Official Contractor to complete and return the following forms to GEMS no later than **March 26, 2014**

- "INTENT TO USE NON-OFFICIAL CONTRACTORS" form, which is located on the following page of this manual.
- Liability "Certificate of Insurance" form which names Gilbert Exposition Management, Inc. (GEMS), as additionally insured for each Non-Official Contractor firm being utilized. (Note: The exhibitor-appointed contractor must maintain at least \$1 million in Employer's Liability, General Liability, Automobile Liability & Worker's Compensation as required in the state the exposition is located.)

If both the "INTENT TO USE NON-OFFICIAL CONTRACTORS" form and "CERTIFICATE OF INSURANCE" are not supplied to GEMS by March 26, 2014, then any representative of the Exhibiting Firm or Non-Official Contractor will be required to order labor from GEMS.

INTENT TO USE NON-OFFICIAL CONTRACTORS

NOTIFICATION DEADLINE: March 26, 2014

EXHIBITING FIRM:		BOOTH #:
AUTHORIZED NAME AND TITLE:		
AUTHORIZED SIGNATURE:		
FULL NAME OF NON-OFFICIAL CONTRACTOR:		
COMPLETE ADDRESS:		
CITY:	STATE:	ZIP CODE:
AUTHORIZED NAME AND TITLE:		
AUTHORIZED SIGNATURE:	PHONE NUMBER:	FAX NUMBER:
NON-OFFICIAL CONTRACTOR "SHOW SITE" REPRESENTATIVE (if not same as above):		
DIRECT PHONE NUMBER:	TYPE OF SERVICE TO BE PERFORMED:	



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ADDITIONAL FURNISHINGS & ACCESSORIES

CHAIRS AND ACCESSORIES

Quantity	Description	Discount Price	Standard Price	Total
	Basic Side Chair	\$40.75	\$55.00	\$
	Basic Black Stool with Back	\$120.00	\$135.00	\$
	Literature Stand	\$110.00	\$137.50	\$
	Waste Basket	\$15.50	\$21.00	\$
	Easel, Chrome	\$32.00	\$39.75	\$
	Tack Board	\$150.00	\$175.00	\$
	42" High Round Café Table	\$175.00	\$210.00	\$
	Bag Rack	\$60.00	\$80.00	\$

SPECIAL DRAPERY BACKGROUNDS—Ordered In 10' Increments

Indicate Color: ___Red ___Blue ___Black ___Teal ___Grey ___White

Quantity	Description	Discount Price	Standard Price	Total
	3' Drapery Installed, per linear foot	\$9.25	\$13.75	\$
	8' Drapery Installed, per linear foot	\$12.00	\$18.25	\$

DRAPED DISPLAY TABLES—30" High x 24" Wide

Indicate Color: ___Red ___Blue ___Black ___Teal ___Grey ___White ___Burgundy

Quantity	Description	Discount Price	Standard Price	Total
	4' Draped	\$89.75	\$115.50	\$
	6' Draped	\$99.25	\$138.50	\$
	8' Draped	\$107.25	\$154.50	\$
	4th Side Draped	\$22.00	\$29.75	\$

DRAPED DISPLAY COUNTERS—42" High x 24" Wide

Indicate Color: ___Red ___Blue ___Black ___Teal ___Grey ___White ___Burgundy

Quantity	Description	Discount Price	Standard Price	Total
	4' Draped	\$95.75	\$129.25	\$
	6' Draped	\$108.75	\$147.00	\$
	8' Draped	\$120.50	\$162.75	\$
	4th Side Draped	\$22.00	\$29.75	\$

TABLE RISERS AND DRAPING

Indicate Color: ___Red ___Blue ___Black ___Teal ___Grey ___White ___Burgundy

Quantity	Description	Discount Price	Standard Price	Total
	4' x 10" x 12" Draped	\$35.25	\$47.50	\$
	6' x 10" x 12" Draped	\$45.00	\$60.75	\$
	8' x 10" x 12" Draped	\$57.75	\$78.00	\$

FOR ANY ADDITIONAL FURNISHINGS NOT LISTED ABOVE, PLEASE CONTACT
YOUR PROJECT MANAGER AT GEMS FOR ORDERING AND PRICING DETAILS.

Subtotal \$

Tax @ 7% \$

EXHIBITING FIRM:

BOOTH #:

Total \$



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ELECTRICAL SERVICE ORDER FORM

Qty	Electrical Outlets - 120 Volts	Discount Price	Standard Price	Total
	5 Amps / 0-500 Watts	\$125.00	\$165.00	\$
	10 Amps / 501-1000 Watts	\$170.00	\$225.00	\$
	20 Amps / 1501-2000 Watts (Labor Required - *See Below)	\$210.00	\$295.00	\$
Qty	Electrical Service Connections - 208 Volts**	Discount Price	Standard Price	Total
	20 Amps - <i>Single Phase</i> (Labor Required - **See Below)	\$315.00	\$475.00	\$
	30 Amps - <i>Single Phase</i> (Labor Required - **See Below)	\$365.00	\$595.00	\$
	20 Amps - <i>Three Phase</i> (Labor Required - **See Below)	\$415.00	\$625.00	\$
	30 Amps - <i>Three Phase</i> (Labor Required - **See Below)	\$490.00	\$785.00	\$
Qty	Labor	Straight Time	Overtime	Total
	*Minimum 1 1/2 Hour Labor Required - 120 Volt 20 Amps	\$80.00	\$155.00	\$
	**1 1/2 Hours Install Required for 208 Volt Services & Island Booths	\$120.00	\$235.00	\$
	**1 Hour Dismantle Required for 208 Volt Services & Island Booths	\$80.00	\$155.00	\$
Qty	Miscellaneous	Discount Price	Standard Price	Total
	Extension Cords	\$35.00	N/A	\$
	Surge Protectors/Power Strip	\$35.00	N/A	\$
EXHIBITING FIRM: _____ BOOTH # _____			Subtotal	\$
<i>Cancellation Policy: Cancellation fees will apply if written notice of cancellation is not received within 15 business days of the Show move-in date.</i>			Tax @ 7%	\$
			Total	\$



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GEMS RENTAL EXHIBITS ORDER FORM

ALL GEMS RENTAL EXHIBIT PACKAGES INCLUDE CHOOSE **ONE**:

____ One 30" gray round conference table 33" high and Two Chairs, One Wastebasket, Carpet, Installation and Dismantle Labor, Header Copy (*in black*)

____ One Black Café table 40" round and 42" high and Two barstools, One Wastebasket, Carpet Installation and Dismantle Labor, Header Copy (*in black*)

GEMS BASIC RENTAL

10' Exhibit (Please indicate instructions for header below)

Choose 1: ____ Standard White Panels - \$1,100.00 ____ Velcro Panel - \$1,425.00*

*Indicate Velcro Color: ____ Black ____ Silver

Indicate Carpet Color: ____ Blue ____ Red ____ Grey

Shelves Qty. _____ Cost \$65.00 each Subtotal \$ _____

POP UP BOOTH RENTAL

8' x 8' Pop Up Display Package _____ \$800.00

** Please Note ** Pop Up Displays include Pop Up Display, Pedestal, Labor to install and dismantle and Spotlights **ONLY**.

Please contact us at the number below if you would like us to quote graphics or email high resolution PDF or EPS files for review.

Printable Graphic Sizes for Basic Rental (additional cost apply):

Header:

7" H x 110" L

Each Panel (3):

32" W x 8' H

\$205.00 per header or per panel

Printable Graphic Sizes for Pop Up:

Height - 87 ¾"

(total) Width - 79 ½"

Two curved end panels:

22" W x 87 ¾" H

Three middle panels:

26 ½" W x 87 ¾" H

Podium Sign:

14" W x 18" H

\$245.00 per panel

\$57.50 per podium sign



<-- GEMS Basic Rental Booth

Pop Up Booth Rental -->



Standard Black on White Header to Read:

EXHIBITING FIRM:

BOOTH # :

Subtotal	\$
Tax @ 7%	\$
Total	\$

All rental orders received after the deadline date will be charged an additional 50%.



Jillian Zinkus, Project Manager E-mail: jill@gemsevents.com
 895 Central Florida Parkway Phone: (407) 438-5002
 Orlando, Florida 32824 Fax: (407) 852-0286

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STANDARD CARPET ORDER

CARPET - Carpet Ordered in Multiples are not Guaranteed a Color Match

Indicate Color: Black Blue Grey Burgundy Red

Quantity	Description	Discount Price	Standard Price	Total
	8' x 10'	\$137.50	\$175.50	\$
	8' x 20'	\$250.00	\$326.75	\$
	8' x 30'	\$375.00	\$490.00	\$
	8' x 40'	\$490.00	\$653.50	\$
	Carpet Padding per 10' space	\$75.00 x _____	\$95.00 x _____	\$

DELUXE & SPECIAL CUT CARPET ORDER

Enhance the impression of your booth, plus enjoy the added choices of designer colors, by ordering our custom carpeting. It is available for one-time rental or outright purchase for use at further Shows at a very reasonable cost. Carpeting is 30 oz. stain-resistant Zeftron Nylon. Other colors may be available; please call the number below for additional colors and prices. Also consider foam padding for comfort and added luxury feeling.

Gunmetal Misty Grey Bay Water Cherry Red
 Burgundy Silver Mist Baby Blue Ebony
 Navy Sky Blue Dusty Rose Light Teal

Please fill out your choice below. There is a minimum order of 200 square feet for custom carpet. If additional carpet is required to cover steps, skirts and display cases, please send a floor plan. A quotation will be forwarded to you before we proceed.

RENTAL PRICE order includes installation, carpet padding, poly covering and removal.

Carpet Color _____ Booth Size _____ X _____ = _____ Sq. Ft. @ \$3.25/Sq. Ft. \$ _____

PURCHASE PRICE order includes installation, carpet padding, poly-covering and removal.

Freight handling charges at the close of the Show will be additional.

Carpet Color _____ Booth Size _____ X _____ = _____ Sq. Ft. @ \$4.25/Sq. Ft. \$ _____

CARPET PADDING order includes installation and disposing of padding. Padding is only offered at the purchase price.

Carpet Color _____ Booth Size _____ X _____ = _____ Sq. Ft. @ \$0.75/Sq. Ft. \$ _____

EXHIBITING FIRM:
BOOTH #

Subtotal	\$
Tax @ 7%	\$
Total	\$



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FLORAL SERVICE ORDER FORM

(Call for Additional Information)

QUANTITY	ITEM DESCRIPTION	UNIT PRICE	TOTAL
	Flower Arrangement	\$96.00	\$
	Seasonal Flowering Plants (ie: Mums, Azalea, etc.)	\$61.50	\$
	Large Fern	\$59.50	\$
	2' Green Plant	\$59.50	\$
	3' Green Plant	\$65.00	\$
	4' Green Plant	\$76.00	\$
	5' Green Plant	\$87.00	\$
	6' Green Plant	\$98.00	\$



Plants may vary from pictures in color and size.

Subtotal	\$
Tax @ 7%	\$
Total	\$

BOOTH CLEANING ORDER FORM

Cleaning orders placed during move-in will be charged an additional 25%.

CARPET SERVICE (Check One)

<input type="checkbox"/> Vacuum Booth Carpet—One time (Before exhibits open)	\$0.40/sq. ft. X _____ sq. ft. = _____	\$
<input type="checkbox"/> Vacuum Booth Carpet—Daily (Before exhibits open, and each morning before exhibits open)	\$0.30/sq. ft. X _____ sq. ft. X _____ days = _____ Indicate dates required: _____	\$

PORTER SERVICE

<input type="checkbox"/> Empty wastebaskets, police floor at 2 hour intervals.	\$67.00 per day	\$
--	-----------------	----

Booth Cleaning Total \$

NOTE: All rental carpets are clean upon delivery to your booth space. However, during set-up, the carpet can become soiled.

We suggest that you order cleaning service at least once prior to the exhibit opening.

Please include any specific instructions:

Please retain one copy for your files

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SIGN ORDER FORM

SHOWCARDS:

QTY.	DESCRIPTION	DISCOUNT PRICE	STANDARD PRICE	TOTAL
	7" x 11"	\$27.75	\$48.75	
	7" x 44"	\$36.86	\$57.56	
	14" x 22"	\$37.36	\$58.40	
	14" x 44"	\$62.66	\$100.07	
	22" x 28"	\$63.68	\$101.40	
	28" x 44"	\$81.94	\$157.48	
	40" x 60"	\$179.63	\$315.50	

BANNERS:

QTY.	DESCRIPTION	DISCOUNT PRICE	STANDARD PRICE	TOTAL
	DIGITAL BANNER	\$15.00 psf	\$24.00 psf	
FORMULA: _____ X _____ = \$ _____				

ADDITIONAL SERVICES:

QTY.	DESCRIPTION	DISCOUNT PRICE	STANDARD PRICE	TOTAL
	CARDBOARD EASEL	\$7.25 per sign	\$14.50 per sign	
	LOGO SCAN	\$49.00 per logo	\$63.50 per logo	
*PLEASE CALL FOR GRAPHICS PRICING				

SIGN SPECIFICATIONS (PLEASE INDICATE YOUR PREFERENCES):

TEXT STYLE:	BLOCK	ROMAN	SCRIPT	CASUAL	SCHOOL
PANEL STYLE:	VERTICAL	HORIZONTAL			
LETTER COLOR:					
BACKGROUND COLOR:					

INDICATE SIGN COPY HERE (PLEASE PRINT):

IMPORTANT NOTE: Any in-house work needed to prepare non-digital art for production, or to correct digital files to a production ready state, is billed at \$65.00 per hour with a one-half (1/2) hour minimum.

TOTAL OF ALL ITEMS ORDERED + 7% SALES TAX: \$ _____



Hyatt Regency Jacksonville Riverfront Exhibitor Internet Order Form



Please fax to 1-775-257-4960 or email to cory.white@swisscom.com

Company Name:		Event Name:	
Street Address:		Booth Number (s):	
City:	State/Province:	Event Dates:	
Zip/Postal:	Country:	Setup Date:	
Ordering Contact Name:		Setup Time:	
Ordering Contact Email:		Teardown Date:	
Ordering Contact Phone:		Teardown Time:	
Onsite Contact Name:		Install Notes/Special Instructions:	
Onsite Contact Cell Phone:			
Onsite Contact Email:			

<u><i>Internet Services</i></u>					
High Speed Internet Access – Flat Fee (per booth)	Advance Rate	(must be ordered at least 30 days before the event)	Standard Rate	Total	
One Wired Internet Connection	\$300		\$500		
One Wireless Internet Connection	\$150		\$300		
<u><i>Additional Connections and Services</i></u>					
	Qty	X	Advance Rate	Standard Rate	Total
Additional Wired/Wireless Connection(s) - each		X	\$50	\$100	
Public Static IP Address(s) - each		X	\$50	\$100	

Orders that are received 30 days prior to setup date qualify for the Advance Rate.

Additional connections are charged as a one time fee and the client is responsible to pay for each device connected to the network.

The network cables and equipment installed within the exhibitor booth are the responsibility of the client. Fees may be assessed for lost, damaged or missing cables and or equipment.

Onsite orders may be subject to a service expedite fee of \$180.00.

<u>Sub Total</u>	
<u>+21% SC</u>	
<u>Grand Total</u>	

Authorized Signature: _____ Date: _____



Hyatt Regency Jacksonville Riverfront Exhibitor Internet Order Form



<u>Payment Authorization</u>			
			Total Charge
Credit Card Type: <input type="checkbox"/> Amex <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard			
Account #:		Exp Date:	
Billing Street Address:		City:	
State/Province:	Zip/Postal Code:	Country:	
Name on Credit Card:		Billing Phone Number:	
Authorized Signature: _____ Date: _____			

Please submit the completed and signed form to Cory White by fax to 1-775-257-4960 or email a digital copy to cory.white@swisscom.com.

Instructions and Additional Information

For best results, fill out the form completely by providing onsite contact information and as much information as possible including drop locations in the notes section.

Credit card charges are processed by the property and Swisscom and they will appear on your monthly statement in the property's name or Hospitality Services.

Check payments must be submitted a week prior to event start (no onsite check payments can be accepted). Please make checks payable to the property directly – Hyatt Regency Jacksonville Riverfront. c/o Swisscom Hospitality Services x4599.

Payments can be mailed c/o Swisscom Hospitality Services x4599 to – 225 East Coast Line Dr, Jacksonville, FL 32202.

For technical support, please contact the account manager listed on this form or the 24hr help desk at 888-703-2673.

Additional services not covered on this form are available such as; VLAN(s), video conferencing, Wi-Fi Hotspots, Webcasting, custom splash pages and many more. Please contact the account manager listed at the bottom of the page for more information.

Swisscom prohibits the use of client provided wired or wireless hubs, switches and routers to share internet access. Additional fees may be assessed for each unauthorized device connected to the network.



Hyatt Regency Jacksonville Riverfront

Exhibitor Internet Order Form



Terms and Conditions

1. Services. Swisscom's network management services (the "Services") may include connection to the Internet. In order to provide Internet connectivity, Swisscom shall: (a) manage all data circuits; (b) ban all unauthorized wireless access points and signals – otherwise known as Rogue APs; (c) provide on-site technical assistance, as needed and in the reasonable discretion of the parties; and (d) provide a twenty-four (24)-hour telephone support and monitoring of the network and all network equipment from its network operations center - NOC.

2. Policies Incorporated by Reference. Swisscom's Privacy Policy and Acceptable Use Policy, as such may be amended from time to time, each of which is posted on Swisscom's Web site at www.Swisscom.com/Hospitality, are hereby incorporated by this reference as if fully set forth herein, and Customer shall be bound by the terms thereof.

3. Configuration by Swisscom. In the event that Swisscom configures any of Customer's hardware and/or software so that the Customer may use the Services, such configuration shall be undertaken with reasonable care and in keeping with standard industry practices. Under no circumstances shall Swisscom be liable to Customer for any damage caused by such configuration, and Swisscom makes no representation or warranty that any such configured hardware or software shall be in fact be compatible with the Services or returned to its original condition or configuration at any time. Any re-configuration of Customer's hardware and/or software shall be undertaken by Customer at its sole risk and expense.

4. Limitation of Security. Customer acknowledges that messages sent over the Internet are not guaranteed to be completely secure, and Customer shall not hold Swisscom responsible for any damages caused by any delay, loss, diversion, alteration or corruption of any messages or data which are sent or received through or by means of the Services. Communications over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet or otherwise, and Swisscom shall not be liable for any loss or damage resulting there from. All activities conducted in connection with Customer's use of the Services are at Customer's own risk. Swisscom does not warrant the security of any information Customer may forward or be requested to provide to any third parties.

5. No Warranties. Customer acknowledges that it is technically impracticable to provide Services free of faults, and Swisscom does not undertake to do so. Swisscom hereby warrants that it shall perform the Services in accordance with the terms hereof. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL OTHER WARRANTIES ARE HEREBY EXPLICITLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY AND/OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. Without limiting the foregoing, it is agreed and understood that while Swisscom is obligated to facilitate connectivity to the Internet as a part of the provision of the Services, Swisscom makes no representation whatsoever as to the functionality of the Internet itself. Customer acknowledges that ultimate connectivity to the Internet depends in substantial part on the capacity of hardware, software and other means and devices which are beyond the ability of Swisscom to control or manage.

6. Limitation of Liability. Neither Swisscom nor its affiliates shall be liable to Customer or any third party on account of any claim; loss; lost revenues or profits; consequential, indirect, incidental or punitive damages; costs; court costs and attorneys' fees; expense or liability suffered, incurred or sustained by Customer from any cause arising from or relating to this Agreement, including, without limitation, damages claimed as a result of any temporary or permanent failure of availability or performance of the Services, unless such claim, loss, damage, cost, expense or liability stems from the willful breach or gross negligence of Swisscom relating to its obligations under this Agreement. Swisscom's entire liability for any claim, loss, damage or expense from any cause arising out of or related to this Agreement, whether based on contract, tort, warranty or on any other legal or equitable ground shall be limited solely to money damages and shall in no event exceed sums actually paid for the Services provided pursuant to this Agreement.

7. Indemnification. Customer shall indemnify and hold harmless Swisscom, the owner and manager of the property where the Services are provided, as well as each such party's officers, directors, employees, agents and assigns, from and against any claims which may result from damages caused to Customer and/or any third parties by virtue of Customer's use of the Services and any failure thereof and all loss, cost, damage, expense or liability, including, without limitation, court costs and attorneys' fees, arising out of, in whole or in part, directly or indirectly, intentional violations of any applicable law or governmental regulation by Customer. Further, Customer acknowledges that Swisscom has no control over the content of information transmitted by Customer or its users and that Swisscom does not examine the use to which Customer or its users put the Services or the nature of the information Customer or its users send or receive. Customer shall indemnify and hold Swisscom, its stockholders, officers, directors, employees and agents harmless from any and all loss, cost, damage, expense or liability relating to or arising out of the transmission, reception, and/or content of information of whatever nature transmitted or received by Customer or its users.

8. Service Interruptions, Modifications, and Instructions. Customer agrees that Swisscom may, as required in its sole discretion: (a) temporarily suspend the Services for the purpose of repair, replacement, maintenance or improvement of any of Swisscom's equipment, software or telecommunication services; (b) vary the technical specification of the Services for any reason; or (c) give instructions about the use of the Services resulting from any applicable law, rule, or regulation. Such instructions shall be deemed to form part of this Agreement.

9. Dispute Resolution. In the event that this Agreement and/or the Services become the subject of a dispute between the parties, such dispute shall be resolved between the parties exclusively through arbitration, in accordance with this Section 9 and the commercial dispute resolution procedures of the American Arbitration Association. Each party shall select one person to act as an arbitrator, and a third arbitrator shall be chosen by the first two arbitrators (such three arbitrators, the "Panel"). The judgment on the award rendered by the Panel may be entered in any court having competent jurisdiction and shall be final, non-appealable and conclusive and binding upon the parties. The arbitration shall be held in Washington, D.C. Each party shall bear its own expenses incurred in any such arbitration. The arbitrator shall not be empowered to award costs, fees or damages in excess of the limitations imposed herein to either party.

10. Miscellaneous.

A. **Force Majeure.** Swisscom shall not be liable for its failure to perform any of its obligations herein if such failure results from delays, failure to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment for supplies, general disruption of the Internet, unavailability of transportation, acts or omissions of third parties, acts of God, or any other cause beyond Swisscom's reasonable control.

B. **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the provisions herein or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any other provision hereof.

C. **Binding Effect; Amendment.** This Agreement shall be binding upon and enforceable against Customer and anyone using or accessing the Services by or through Customer, as an employee, agent, invitee or otherwise, and Customer shall be responsible for the conduct of such persons. This Agreement may not be amended except by an instrument in writing, executed by the parties.

D. **Notices.** All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed effectively given and received upon delivery in person, or one business day after delivery by national overnight courier service or by telecopy transmission with acknowledgment of transmission receipt, in each case addressed to the parties to this Agreement.

E. **Merger.** This Agreement supersedes and merges all prior agreements, promises, understandings, statements, representations, warranties, indemnities and covenants and all inducements to the placing and accepting of this Agreement relied upon by either party herein, whether written or oral, and embodies the parties' complete and entire agreement with respect to the subject matter hereof. No statement or agreement, oral or written, made before the execution of this Agreement shall vary or modify the written terms hereof in any way whatsoever.

F. **Third Party Beneficiaries/Parties in Interest.** This Agreement has been made and is made solely for the benefits of parties, and their respective successors and permitted assigns. Nothing herein or in this Agreement is intended to confer any rights/remedies on any third party.

G. **Relationship of the Parties.** Each party hereto shall conduct itself under this Agreement as an independent contractor and not as an agent, partner, joint venture or employee of the other party, and shall not bind or attempt to bind the other party to any contract. Nothing contained herein or in this Agreement shall be deemed to form a partnership or joint venture between the parties.

H. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken there from and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof, of this Agreement is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

I. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, regardless of its laws regarding conflicts of laws.