METROPOLITAN exposition
115 Moonachie Avenue
Moonachie, N.J. 07074
Phone: 201-994-1301 Fax: 201-994-1350

OFFICIAL SERVICE CONTRACTORS

Show Management, acting on behalf of all Exhibitors and in the best interest of the exposition, has appointed Official Service Contractors to perform and provide necessary services and equipment. Official Service Contractors are appointed to:

- Ensure the orderly and efficient installation and removal of the overall exposition,
- Assure the distribution of labor to all Exhibitors according to need,
- Provide sufficient labor to satisfy the requirements of Exhibitors and for the exposition itself,
- See that the proper type and limits of insurance are in force, and
- Avoid any conflict with local union and/or exhibit hall regulations and requirements.

The Official Service Contractors will provide all usual trade show services, including labor. Exceptions are:

- Supervision may be provided by the Exhibitor
- The Exhibitor may appoint an exhibit installation contractor or display builder.

EXHIBITOR APPOINTED CONTRACTORS

Exhibitors may employ the service of independent contractors to install and dismantle their display, providing the Exhibitor and the installation and dismantling contractor comply with the following requirements:

1. The Exhibitor must notify Show Management in writing and Metropolitan Exposition Services, Inc. of the intention to utilize an independent contractor no later than 30 days prior to the first move-in day, furnish the name, address and telephone number of the firm.

2. The Exhibitor shall provide evidence that the Exhibitor Appointed Contractor has a proper certificate of insurance with a minimum of $1,000,000 liability coverage, including property damage, to show management and Metropolitan Exposition Services, Inc. at least ten (10) days before the show opening.

3. The exposition floor, aisles, loading docks, service and storage areas will be under the control of the Official Service Contractor, Metropolitan Exposition Services, Inc.

4. For services such as electrical, plumbing, telephone, cleaning, and drayage, no contractor other than the Official Service Contractors will be approved. This regulation is necessary of licensing, insurance, and work done on equipment and facilities owned by parties other than the Exhibitor. Exhibitors shall provide only the material and equipment they own and is to be used in their exhibit space.

5. The Exhibitor Appointed Contractor to be used by the Exhibitor must provide a certificate of insurance with at least the following limits:

a. Comprehensive General Liability not less than $1,000,000 with respect to injuries to any one person per occurrence.

b. $2,000,000 with respect to injuries to more than one person in any occurrence

c. Workers' Compensation Insurance including employee liability coverage, in a minimum amount not less than $1,000,000 of individual and/or aggregate coverage.

d. Metropolitan Exposition Services, Inc. must be named as additional insured.

Any Exhibitor that does not have a certificate of insurance on file in the Metropolitan Exposition Service, Inc. office ten (10) days prior to the show will be automatically assessed a $100.00 fee which will be charged against their security deposit.

6. The Exhibitor Appointed Contractor:

a. Must agree to abide by all rules and regulations of the show, including all union rules and regulations.

b. Must have all business licenses, permits, and Worker's Compensation Insurance required by the State and City governments and the convention facility management prior to commencing work, and shall provide Show Management with evidence of compliance.

c. Will share with Metropolitan Exposition Services, Inc. all reasonable costs related to its operation, including overtime pay for stewards, restoration of exhibit space to its initial condition, etcetera.

d. Must furnish Show Manager and Metropolitan Exposition Services, Inc. with the names of all on-site employees who will be working on the exposition floor and see that they have and wear at all times necessary identification badges as determined by Show Management.

e. Shall be prepared to show evidence that it ha a valid authorization from the Exhibitor for services. The Exhibitor Appointed Contractor may not solicit business on the exhibit floor.

f. Must confine its operations to the exhibit area of its clients. No service desks, storage areas, or other work facilities will be located anywhere in the building. The show aisles and public space are not a part of the Exhibitor's booth space.

g. Shall provide, if requested, evidence to Metropolitan Exposition Services, Inc. that it possesses applicable and current labor contracts

h. Must coordinate all of its activities with Metropolitan Exposition Services, Inc.

7. All information must be received in the Metropolitan Exposition Services, Inc. office no later than ten (10) days prior to the show.

TERMS & CONDITIONS - PAYMENT & LABOR

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apparelsourcing

July 13 - 15, 2010

Jacob K. Javits Convention Center

YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE

The terms and conditions set forth below become a part of the Contract between Metropolitan Exposition Services, Inc. and you, the Exhibitor. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- The Payment Authorization Form is signed; or
- An order for labor, services and/or rental equipment is placed by exhibitor with Metropolitan Exposition Services, Inc.; or
- Work is performed on behalf of exhibitor by labor secured through Metropolitan Exposition Services, Inc.

DEFINITIONS

For purposes of the contract, "Metropolitan Exposition Services, Inc," ("Metropolitan") means its employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited, to any subcontractors Metropolitan Exposition Services, Inc. may appoint. The term "Exhibitor" means the exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC").

PAYMENT TERMS

Full payment, including applicable tax, is due in advance or at show site. All payments must be in U.S. funds and all checks must be drawn on a U.S. bank. Orders received without advance payment or after the deadline date will incur additional after deadline charges as indicated on each order form. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of Metropolitan except where specifically identified as a sale. All rentals include delivery, installation, and removal from Exhibitor's booth. In case of cancellation of any orders or services by Exhibitor, a one-hour "per person, per hour" charge will be applied for all labor orders that are not cancelled in writing at least 24 hours prior to the scheduled start time. If services have already been provided at the time of cancellation, a 30% restocking fee will be applied to all Metropolitan rental items with the exception of Custom-Cut carpet and any other custom-order items, which will remain at 100% of the original charge. If the show or event is canceled because of reasons beyond Metropolitan's control, Exhibitor remains responsible for all charges for services and equipment provided up to and including the date of cancellation. Metropolitan will not issue refunds to Exhibitor of any payments made before the date of cancellation. It is exhibitor's responsibility to advise the Metropolitan Service Desk Representative of any problems with any orders, and to check the Exhibitor's invoice for accuracy prior to the close of the show or event. If Exhibitor is exempt from payment of sales tax, Metropolitan requires an exemption certificate for the State in which the services are to be used. Resale certificates are not valid unless Exhibitor is rebilling these charges to its customers. For International exhibitors, Metropolitan requires 100% prepayment of advance orders, and nay order or services placed at show site must be pad at the show. For all others, should there be any pre-approved unpaid balance after the close of the show, terms will be net, due and payable in Carlstadt, New Jersey upon receipt of invoice. Effective thirty (30) days after invoice date, any unpaid balance will bear a finance charge at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an Annual Percentage Rate of 18%, and future orders will be on a pre-paid basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, any excess finance charge received by Metropolitan shall be either applied to reduce the principal unpaid balance or refunded to the payer. These payment terms and conditions shall be governed by and construed in accordance with the Laws of the State of New Jersey. In the event of any dispute between the Exhibitor and Metropolitan relative to any loss, damager, or claim, such Exhibitor shall not be entitled to and shall not withhold payment, or any partial payment, due to Metropolitan for its services, as an offset against the amount of any alleged loss or damager. Any claim against Metropolitan shall be considered a separate transaction, and shall be resolved on its own merits. Metropolitan reserves the right to charge Exhibitor for the difference between the Exhibitors estimate of charges and the actual charges incurred by the Exhibitor, or for any charges that Metropolitan may be obligated to pay on behalf of Exhibitor, including without limitation, any shipping charges. If Exhibitor provides a credit card for payment and charges are rejected by the Exhibitor's credit card company for any reason, Metropolitan hereby provides notice that it reserves the right, and Exhibitor authorizes Metropolitan, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on Exhibitor's account.

LABOR UNDER THE SUPERVISION OF METROPOLITAN – RESPONSIBILITIES:

Metropolitan shall be responsible for the performance of labor provided under this option. Metropolitan does not assume responsibility for any acts of, or loss to, persons, parties an/or other contracting firms not under Metropolitan's direct supervision and control. In no event shall Metropolitan be liable for loss or damage caused by delay in labor beginning work when Exhibitor requests labor to begin later than the start of the working day. Metropolitan shall not be responsible for loss, delay or damage due to strike, lockouts, and/or work stoppages, or other causes beyond Metropolitan's reasonable control.

INDEMNIFICATION:

Metropolitan agrees to indemnify, hold harmless, and defend Exhibitor from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including any injury to Metropolitan's employees, or property damage arising out of work performed by labor provided by and supervised by Metropolitan except when Exhibitor exercises direction and/or control over the work being performed.

LABOR UNDER THE SUPERVISION OF EXHIBITOR – RESPONSIBILITIES:

Exhibitor shall be responsible for the performance of labor provided under this option. It is the responsibility of exhibitor to supervise labor secured through Metropolitan in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with Metropolitan's Safe Work Rules and/or Federal, State, County and Local ordinances, rules an/or regulations, including but not limited to show or facility management rules and regulations. It is the responsibility of Exhibitor to check in with the Metropolitan Service Desk to pick up labor and to return to the Service Desk to release labor when the work is completed.

INDEMNIFICATION:

Exhibitor agrees to indemnify, hold harmless, and defend Metropolitan from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including but not limited to reasonable attorney's fees and investigation costs) for bodily injury, including any injury to Metropolitan employees, and/or property damage arising out of work performed by labor provided by Metropolitan but supervised by Exhibitor. Further, the Exhibitor's indemnification of Metropolitan includes any and all violations of Federal, State, County or Local ordinances, "Show Regulations and/or Rules" as published and/or set forth by facility or show management, and/or directing labor provided by Metropolitan to work in a manner that violates any of the above rules, regulations, and/or ordinances.