



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

**LAS VEGAS CONVENTION CENTER**  
**CUSTOMER CONTRACT**



Company Name		Booth / Room	
Billing Name		Show Dates: 4 / 20 / 09 To 4 / 23 / 09	
Billing Address		Incentive Order Deadline: 3 / 20 / 09	
City, State / Country, Zip		Email	
Contact	Telephone Number ( ) -		Fax Number ( ) -
Install Date / /	Time / :	Removal Date / /	Time / :
Credit Card Number: <input type="checkbox"/> AMX <input type="checkbox"/> MC <input type="checkbox"/> Visa		Expiration Date (MM / YY):	
Print Card Holder Name:		Card Holder Signature:	

**Important! Important!** - Prices are based on drop charge(s) (\$200 each) plus number of days of service [three (3) day minimum] (DTV - \$30/day; Analog - \$35/day; Digital - \$50/day). Our exclusive DTV & Cable TV contract will not permit other contractors to provide this service.

Description of Service	Type	Qty	Incentive	Base	Total
<b>1. Local Las Vegas DTV Stations (9 DTV Stations in Las Vegas)</b>					
a. DTV Service - Local - 3 day service	CL-3		\$ 290.00	\$ 365.00	
b. DTV Service - Local - 4 day service	CL-4		\$ 320.00	\$ 395.00	
c. DTV Service - Local - 5 day service	CL-5		\$ 350.00	\$ 425.00	
d. DTV Service - Local - 6 day service	CL-6		\$ 380.00	\$ 455.00	
e. DTV Service - Local - 7 day service or greater	CL-7+		(Call 888-446-6911 for quote)		
<b>2. Cable TV Analog Service (73 Analog Channels)</b>					
a. Cable Service - Analog - 3 day service	CA-3		\$ 305.00	\$ 380.00	
b. Cable Service - Analog - 4 day service	CA-4		\$ 340.00	\$ 415.00	
c. Cable Service - Analog - 5 day service	CA-5		\$ 375.00	\$ 450.00	
d. Cable Service - Analog - 6 day service	CA-6		\$ 410.00	\$ 485.00	
e. Cable Service - Analog - 7 day service or greater	CA-7+		(Call 888-446-6911 for quote)		
<b>3. Cable TV Digital Service (130 Video Channels &amp; 45 Music Channels)</b>					
a. Cable Service - Digital - 3 day service	CD-3		\$ 350.00	\$ 425.00	
b. Cable Service - Digital - 4 day service	CD-4		\$ 400.00	\$ 475.00	
c. Cable Service - Digital - 5 day service	CD-5		\$ 450.00	\$ 525.00	
d. Cable Service - Digital - 6 day service	CD-6		\$ 500.00	\$ 575.00	
e. Cable Service - Digital - 7 day service or greater	CD-7+		(Call 888-446-6911 for quote)		
<b>4. Special Quote - Attachment A or SOW (if applicable)</b>	MC		(Call 888-446-6911 for quote)		
<b>5. Move - In / On - Site order fee of \$75 per drop / line (if ordering service after show move-in has started).</b>			<b>x (number of lines)</b>		
<b>6. Distance Fee of \$500 for each drop / line outside the convention venue.</b>			<b>x (number of lines)</b>		
<b>SUBTOTAL</b>					
<b>ESTIMATED 10% TAX / FEES DEPOSIT = SUBTOTAL x 10%</b>					
<b>TOTAL PAYMENT MUST ACCOMPANY ORDER. Credit Card users may fax order to 702-943-6001</b>					<b>GRAND TOTAL</b>

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

**Customer Acceptance of All Smart City Terms and Conditions / Attachments:**

With execution of this document the Customer hereby authorizes Smart City to provide services as requested herein, is authorized to request such services and acknowledges full and complete understanding of the Terms and Conditions and Attachments contained herein.

<b>Print Authorized Name</b>		<b>Authorized Signature</b>		<b>Date</b>
FOR SMART CITY USE: Payment Rec'd (Amount):		Customer No: <b>2009 - 030 - 585 -</b>		
Payment Type:	<input type="checkbox"/> Check	<input type="checkbox"/> Money Order	<input type="checkbox"/> Cash	<input type="checkbox"/> Wire Transfer
	<input type="checkbox"/> American Express	<input type="checkbox"/> MasterCard / Visa		
Note:	CSR:		Date:	

ORDER ON LINE: [www.smartcity.com/orders/placeorder.asp](http://www.smartcity.com/orders/placeorder.asp)

**TERMS AND CONDITIONS (continued from page 1)**

<p>1. <b>Smart City is the exclusive provider and installer of all DTV, Cable TV, Voice, Data and Network</b> services (wired and wireless) including communications cabling. This includes <b>all cabling</b> to meeting rooms, booths, within booths (under carpet and flooring), fiber optic, twisted pair (Category 3, 5 and 6), coaxial and all other data and telecommunications related cabling.</p> <p>2. The use of the DTV / Cable TV connection(s) provided by Smart City may be used only by the directors, officers and employees of the Company, its guests, its agents and consultants while performing service for the Company and <b>cannot be resold or distributed to other companies</b> or individuals.</p> <p>3. <b>Incentive Price</b> applies when a completed order with payment is received no later than 21 days prior to the first day of show move-in. <b>Base Price</b> applies to (a) all orders received from One (1) to Twenty (20) days before show move-in has started or (b) orders received on or before the 21 day Incentive Deadline without payment (c) <b>orders placed on site or after show move-in has started will be at Base Price plus an additional \$75 line/drop.</b></p> <p>4. Unless otherwise directed, Smart City is authorized to cut floor coverings to permit installation of service.</p> <p>5. Only Smart City personnel are authorized to modify system wiring or cabling. Material and equipment furnished by Smart City for this service contract shall remain the property of Smart City.</p>	<p>6. <b>CANCELLATION</b> – There is a minimum \$150 Cancellation fee. Cancellations must be in writing. Additional cancellation charges will apply for orders that have already incurred labor, material, and / or engineering costs. Credit will not be given for service(s) installed and not used. Service problems must be reported to the Smart City Service Desk. Service claims will not be considered unless filed in writing by Customer prior to close of show.</p> <p>7. <b>Any additional cost incurred by SMART CITY to: 1) assist in trouble diagnosis or problem resolution found not to be the fault of SMART CITY or 2) collect information required to complete the installation that customer fails to provide (i.e. floor plans ) may be billed to the Customer at the prevailing rate.</b></p> <p>8. A per line move fee starting at \$200 may apply to relocate the line(s) after it is installed.</p> <p>9. The prices listed on this contract do not include Federal, State, Local or Other Taxes and Tax surcharges. Taxes / Tax surcharges will be included on your final bill. <b>Federal Tax ID is 65-0524748.</b></p> <p>10. Prices are based upon current rates and are subject to change without notice.</p> <p>11. The Customer will be responsible for returning all rental equipment to the Smart City Service Desk within one (1) hour following close of the show. Missing equipment will incur charges at prevailing rates.</p>
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**LIMITATION OF LIABILITY**

<p><b>Limited Warranty.</b> SMART CITY warrants that: (a) it has the right to provide all CTV and Cable TV services(the "Services"). In the event that the Services are not performed in accordance with this warranty you agree to inform SMART CITY of such fact, by written notice prior to close of the Show / Event, and, as your sole and exclusive remedy, SMART CITY will either: (a) repair or replace the Services to correct any defects in performance without any additional charge to you, or (b) in the event that such repair or replacement cannot be done within a reasonable time, terminate the Customer Contract and provide you with a pro rata refund of the fees paid to SMART CITY for the Services hereunder with respect to such calendar year.</p> <p>The foregoing warranties will not apply to the extent that: (a) the Services are used for any purpose other than those set forth in this Customer Contract regardless of whether SMART CITY has terminated this Customer Contract because of such misuse; (b) the cause of a breach of warranty is due to a malfunction in your Exhibit area equipment through which the Services are accessed; or (c) the cause of a breach of warranty is due to any other cause outside of our sole and reasonable control.</p> <p><b>DISCLAIMER OF WARRANTY.</b> THE FOREGOING CONSTITUTE OUR ONLY WARRANTIES WITH RESPECT TO THE PERFORMANCE OR NONPERFORMANCE OF THE SYSTEMS AND APPLICATIONS AND/OR THE SERVICES WHICH ARE OTHERWISE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF, AND SMART CITY HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p> <p><b>Indemnification.</b></p> <p>Each party agrees to indemnify, defend, and hold harmless the other party, its affiliates, and their current and former employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability (including reasonable attorneys' fees) brought by a third party arising out of, or in connection with a breach of the other party's representations, warranties, covenants and agreements set forth in this Customer Contract or to the extent attributable to such party's gross negligence or willful misconduct.</p> <p>In claiming any indemnification hereunder, the indemnified party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which shall not be unreasonably withheld.</p>	<p>The terms of these provisions shall survive the expiration or termination of this Customer Contract.</p> <p><b>LIMITATION OF LIABILITY.</b> EXCEPT FOR OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, YOU AGREE THAT UNDER NO CIRCUMSTANCES IS SMART CITY LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF THE SYSTEMS OR OUR SERVICES OR OBLIGATIONS UNDER THIS AGREEMENT EVEN IF SMART CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY TO YOU FOR ANY REASON UPON ANY CAUSE OF ACTION ARISING OUT OF THE SYSTEM OR OUR SERVICES UNDER THIS AGREEMENT SHALL BE THE AMOUNT ACTUALLY PAID BY YOU TO SMART CITY WITH RESPECT TO THOSE DEFICIENT SERVICES. THE LIMITATION OF LIABILITY PROVIDED BY THIS SECTION IS LIMITED TO OUR DUTIES AND LIABILITIES BY REASON OF THIS AGREEMENT ONLY, AND DOES NOT AFFECT ANY OTHER RELATIONSHIP SMART CITY MAY HAVE WITH YOU.</p> <p>THE FOREGOING LIMITATION IS A FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN HEREUNDER AND IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN HELD TO BE INVALID OR INEFFECTIVE.</p> <p>NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATED TO THE USE OF THE SERVICES PURSUANT TO THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN 12 MONTHS AFTER THE CAUSE OF ACTION FIRST AROSE.</p> <p>(1) All Customer contracts and agreements are solely between SMART CITY and the prospective Customer; (2) SMART CITY is not the employee, agent or partner of the Facility; (3) The Facility is not a party to, nor shall it have any obligations or liabilities whatsoever to any Customer, under any Customer Contract including without limitation, the obligation to provide any of the services covered by such Customer Contract; (4) No representations or warranties are being made by the Facility with respect to any Customer Contract or any Communications Services; (5) The right of the Customer to receive any Communications Service will be terminated if this Agreement is terminated for any reason provided therein; and the Facility will have no obligation to continue providing such service unless the Facility elects in its sole discretion to continue to provide such services itself or through a third party; (6) The provisions of the Customer Contract are separate and independent from the provisions of the Customer's lease space in the building and shall not affect the Customer's obligations under such lease and without limiting the foregoing, in no event shall any default by SMART CITY under the Customer Contract or any failure with respect to any Communications Services have any effect on any Customer's obligations to the Facility under any lease or any other occupancy agreement between such Customer and the Facility.</p>
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<p>12. <b>A valid Credit Card number with signature MUST be on file regardless of payment method. For your convenience we will use this authorization to charge your credit card for any additional amounts incurred.</b></p> <p>13. Smart City accepts payments in US dollars, Checks drawn on a US bank, Wire Transfers or the following Credit Cards: (Amex, MasterCard, Visa.). Make all checks payable to: <b>Smart City.</b></p> <p>14. Due to the cost of processing checks, any refunds due in the amount of \$10.00 or less will not be refunded except upon written request.</p>	<p><b>Mail or Fax Completed Orders with Payment and Floor Plan To</b></p> <p>SMART CITY          5795 W. BADURA AVENUE, SUITE 110          LAS VEGAS, NEVADA 89118          (888) 446-6911 FAX (702) 943-6001</p>
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ORDER ON LINE: [www.smartcity.com/orders/placeorder.asp](http://www.smartcity.com/orders/placeorder.asp)

\*\*\* Tipping is not permitted. Any request from personnel for gratuities should be reported to Management immediately. \*\*\*

# Floor Plan – DTV, Cable TV, Other Cable

Center: Las Vegas CC (030) - NV  
 Show: 2009 NAB SHOW

Company Name: \_\_\_\_\_  
 Booth / Room #: \_\_\_\_\_  
 Customer / Ref #: 2009 - 030 - 585 -

**DTV, Cable TV, Voice and Data communications cabling.** Smart City is the **exclusive installer** of DTV, Cable TV, Voice and Data communications cabling. Smart City provides cabling to booths, within booths (under carpet and flooring) and from booth-to-booth. Fiber Optic, twisted pair (Category 3, 5 and 6), coaxial and all other data and telecommunication cable fall under Smart City's area of expertise.

**IMPORTANT!!** Prior to installation of service, a complete floor plan is required. Please utilize this grid should you not have your own floor plan to send us. You may use a different floor plan for each service group (Telephone, Internet, etc.) or combine all services on one floor plan. For a floor plan to be considered complete it **must** include all the information listed below (Main Distribution Location "MDL", designated location of items within the booth, surrounding booths, scale-length and width).

Adjacent Booth or Aisle# \_\_\_\_\_


Adjacent Booth or Aisle# \_\_\_\_\_

**X** = Main Distribution Location (**MDL**) – The originating line(s) for service, whether from overhead, a floor pocket or a column, will be delivered to a "MDL" before being distributed within your booth. Example: Storage area, back of booth, etc. (unless specified, the default for the "MDL" will be the back of the booth or at Smart City's discretion, the most convenient location). All distribution of services to their final destination within the booth will originate from the "MDL". A per line move fee will apply to relocate services within your booth after they have been engineered and / or installed.

**CT** = Location of primary Cable TV Service "CT".

**H / SW / SP / M / CX** = Location of Hub "H", Switch "SW", Splitter "SP" and / or Monitors "M", etc. For Smart City to perform your floor work, you will need to indicate the location of each item you want cabled. Make sure to order your floor work, hubs, and coaxial cables early and in advance of the show moving in.

**Orientation** = The Booth or Aisle #'s surrounding your booth. A minimum of one surrounding Booth or Aisle # is required (two or more would be more helpful) for Smart City to accurately install your services.

**Size** = Booth dimensions (example 10x10) \_\_\_\_\_. **Scale** = 1 Box is equal to \_\_\_\_\_ ft.

