



**EXHIBITOR SERVICE KIT**  
***Instructions and Order Forms***  
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**ECLIPSECON 2015 / FOSS4G NORTH AMERICA 2015**

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# WELCOME LETTER (Page 2)

2269 Chestnut Street, Suite 628  
San Francisco, California 94123  
Phone: 415-883-7818 • Fax: 415-883-1755  
[www.curtinconvention.com](http://www.curtinconvention.com)

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Dear Exhibitor:

We are pleased to be serving as the Official General Service Contractor for the upcoming:

**Eclipsecon 2015 / FOSS4G North America 2015**

**March 9-12, 2015**

**Hyatt Regency SFO**

**1333 Old Bayshore Hwy**

**Burlingame, California 94010**

Enclosed please find our Order Forms for any Equipment and Services that you may require for this conference.

Please make note of the Advance Order Deadline (**February 16, 2015**) in order to ensure you qualify for discounted pricing. Please note that all Order Forms for suppliers other than Curtin need to be sent directly to the specific supplier.

We welcome the opportunity to blend our experience with your thoughts to develop a custom look and theme for your exhibit space. Please contact us for any additional services you may need.

We look forward to working with you to make this convention most successful for you.

Cordially,

Curtin Convention & Exposition Services, Inc.

2269 Chestnut Street, Suite 628  
 San Francisco, California 94123  
 Phone: 415-883-7818 • Fax: 415-883-1755  
 www.curtinconvention.com

**ECLIPSECON 2015 / FOSS4G NORTH AMERICA 2015**

**Important Dates to Remember**

First date freight can arrive at the warehouse ....Monday, February 9, 2015  
 Last day to receive Advance Price on  
 Furniture .....Monday, February 16, 2015  
 Advance Freight Paperwork and Payment due ....Thursday, March 5, 2015  
 Last day freight can arrive at the warehouse ....Thursday, March 5, 2015, by 2pm!  
 Exhibit setup times .....12:00pm to 4:00pm, Monday, March 9, 2015  
 Exhibits are open.....4:00pm to 6:00pm, Monday, March 9, 2015  
 10:00am to 7:00pm, Tuesday, March 10, 2015  
 10:00am to 4:00pm, Wednesday, March 11, 2015  
 Exhibit teardown times .....4:00pm to 6:00pm, Wednesday, March 11, 2015  
 Earliest that freight can be picked up.....4:00pm, Wednesday, March 11, 2015  
 Show floor must be clear by .....6:00pm, Wednesday, March 11, 2015

**Exhibit Space Information**

**About Your Booth**

- Exhibits are located in the Grand Peninsula Ballroom A-D. The Floor is Carpeted.
- Booths will be set with 8' high **Black** back drapes and 3' high **Black** side drapes.
- Each 5' deep x 10' wide Booth Space includes (1) 8' long x 42" high Black Skirted Counter , (2) Stools, (1) Wastebasket (1) Posterboard, (1) 120V/Single Outlet, (1) Power strip, Wi-Fi access and (1) 7" x 44" Identification Sign. No Substitutions or Credits are allowed.
- Limited additional Furniture is available for rental. Please refer to page 12, enclosed in this Exhibitor Service Kit for selection and pricing.
- **Posterboard Specs:** Posterboards are covered in Dove (light gray) Braelok, and are acceptable for push pins or Velcro. **\*The useable area is 44.5" high x 91" wide.** Please take note of the size for the Posters that you will be affixing to the Posterboard.
- **Poster Production:** If you require CURTIN to produce your poster; please contact Dianna Curtin (415) 883-7818 or [dianna@curtinconvention.com](mailto:dianna@curtinconvention.com) for a quote. **\*Camera-Ready Artwork Deadline Date is February 16, 2015. Poster production will not be available after this date.**
- If you require **additional** Electrical Service above a 120volt circuit that is included in your booth space; you must order it. Please contact Dianna Curtin (415) 883-7818 or [dianna@curtinconvention.com](mailto:dianna@curtinconvention.com).
- If you require Hardwire Internet Service; you must order it. Please refer to the Internet Order Form for pricing and to order.
- **IMPORTANT:** The exhibit area must be cleared by 6:00pm, Wednesday, March 11, 2015. Curtin will not be responsible for material left on the show floor.

**Advance Pricing of Furniture**

Furniture may be ordered through Curtin at Advance Prices through Monday, February 9, 2015.

Any orders received after Monday, February 9, 2015 will be charged at Regular Prices. Please see enclosed Furniture Rental Order Form. Questions? Please call Curtin at (415) 883-7818.

Important Exhibitor Information continues on the next page.

**ECLIPSECON 2015 / FOSS4G NORTH AMERICA 2015**

**Freight**

**Advance Shipments**

Advance Shipments may begin arriving to the warehouse on **Monday, February 9, 2015**.

Advance Freight Paperwork and Payment due by **Thursday, March 5, 2015**. If Freight Paperwork and Payment are not received by the above date, a 25% Surcharge will apply.

Last day freight will be received at advance warehouse is **Thursday, March 5, 2015, by 2pm**.

Shipments received after **Thursday, March 5, 2015** will be charged a 25% Late Freight Fee, plus a Transit Charge from Advance Warehouse to Hotel. Transit Charges will be determined at the time of the receipt of Late Freight.

**INTERNATIONAL SHIPMENTS:** All International Shipments must be cleared through US Customs. Curtin Convention and the Advance Warehouse will not clear your shipments through US Customs. Exhibitors shipping into the USA are responsible for obtaining a "Customs Broker" to clear your shipments through US Customs. If you have any questions; please contact your Carrier.

**Advance Warehouse Freight Address**

Please label each piece of freight as follows:

TO: (Name of Company and Booth Number)  
FOR: ECLIPSECON 2015 / FOSS4G NORTH AMERICA 2015  
C/O: YRC FREIGHT/Curtin Convention  
201 Haskins Way  
South San Francisco, CA 94080

**Advance Warehouse Hours of Operation**

- **Open 7am to 3pm, Monday – Friday \*No appointments needed.**
- **Closed Saturday and Sunday**
- **Closed all Holidays**

DO NOT ADVANCE SHIP directly to Hotel. Your shipment will be returned. This is PROHIBITED! Please refer to the Material Handling Order Forms enclosed. \*Please contact Dianna Curtin at (415) 883-7818 or [dianna@curtinconvention.com](mailto:dianna@curtinconvention.com) if you have questions.

**Important:** Please see the enclosed Material Handling Order forms and Curtin's Limits of Liability page. Curtin must receive these completed forms if you are shipping.

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Questions? Please call Curtin at (415) 883-7818.

Important Exhibitor Information continues on the next page.

**ECLIPSECON 2015 / FOSS4G NORTH AMERICA 2015**

**Freight (continued)**

**Show-Site Delivery of Freight by Private-Owner Vehicles and 3rd Party Carriers**

The Teamster Union has jurisdiction over the operation of all material handling equipment, all unloading and reloading, and the handling of empty containers. An Exhibitor may move materials that can be hand carried by one person, in one trip, per company, without the use of a handcart or dollies, or other mechanical equipment into Facility.

All Private Vehicles and Third Party Carriers will be unloaded/loaded at the Hotel's Loading Dock (Area) during the listed Set up and Tear Down date/times. ***\*Use of the Loading Dock (Area) is EXCLUSIVE to Union unloading and loading your materials.***

- **Hand Carry** - If an Exhibitor can carry the **full contents of his/her booth materials in one trip by one person without the use of a handtruck, dolly, or wheels**, he/she is free to hand carry the items in, at No Charge. The loading area is under Union Jurisdiction, and Exhibitors will be required to self-park and then bring in their materials through the main entrance of the Exhibit Hall. ***\*Multiple trips are not permitted.***
- **Unloading Service by Weight** – If the full contents of an Exhibitor's booth materials **EXCEED the Hand Carry option**; the Exhibitor's full contents must be weighed in at the loading area. The Exhibitor will be charged prior to unloading for on-site freight service according to the published rate based on 100 lbs. with a 200 lb. minimum charge for standard services. All Private vehicles and Third Party Carriers will be unloaded/loaded at a charge of \$176.00 per 100 lbs. with a 200 lb. minimum per vehicle. This price includes the unloading and loading after the Convention. Please refer to the Material Handling Order Forms enclosed in this Exhibitor Service Kit for rates and description.
- **Show-site Deliveries and Pick ups of Exhibit Materials by Private Owner Vehicles and Third Party Carriers will be unloaded/loaded by Union Teamsters at the Facility's Loading Dock during published move-in and move-out hours. DRIVER CONTACT: Show-site Teamster Foreman is Greg Pacheco/Cell Number (408) 674-8470. Please give all Drivers Greg's Cell Number for all Deliveries and Pick ups. Any Questions prior to March 5<sup>th</sup>, please contact CURTIN at (415) 883-7818.**

**Outbound Shipping**

OUTBOUND SHIPPING IS NOT AUTOMATIC.

Exhibitors are responsible for providing Curtin with a Bill of Lading containing outbound shipping information.

YRC FREIGHT is the Official Show Carrier and will be on-site at the close of the show to assist exhibitors. Bills of Lading and Labels will be provided to those exhibitors shipping outbound via YRC FREIGHT.

Exhibitors **NOT** using YRC FREIGHT need to arrange with a carrier to pick up materials at Hotel, after 4:00pm, Wednesday, March 11, 2015, and all Materials must be off the show floor by 6:00pm, Wednesday, March 11, 2015. ***\*Arrange to have your carrier's driver check in at the CURTIN Service Desk prior to pickup. All Booth Representatives must turn in a Bill of Lading to the CURTIN Service Desk, prior to leaving Show Floor. \*Please make sure all Drivers have our Teamster Foreman's name and cell number; Greg Pacheco/Cell (408) 674-8470.***

**IMPORTANT:** Any materials left on the show floor after 6:00pm, Wednesday, March 11, 2015, will be shipped out via YRC FREIGHT at the exhibitor's expense.

## **Payment Policy**

All orders must be accompanied with PAYMENT IN FULL, and are at ADVANCE DISCOUNT ORDER prices, if received by Curtin 21 days prior to show installation.

Payment may be made by:  
Company or Personal Check  
Credit Card - By filling out the enclosed Credit Card Charge Authorization Form  
VISA, MasterCard and American Express accepted.

*NOTE:* If payment is made by credit card, you may fax all forms with the Credit Card Charge Authorization Form to (415) 883-1755. Any other form of payment must be mailed with all forms to the address captioned above.

Show orders will be collected at the time of ordering at the Show and will be charged at REGULAR PRICES. Please make the necessary arrangements for you or your representative to make payment upon ordering any items at the Show.

Please note that if you order IN ADVANCE, substantial savings will be applied. We encourage you to take advantage of the ADVANCE DISCOUNT ORDER prices.

Sign orders are at the prices shown plus sales tax. Tax is applied on signs only.

CANCELLATION POLICY FOR DISPLAY LABOR: No Refunds or credits will be issued after date printed on Display Labor Order Form. *(3-Days prior to show move in date.)*

Any discrepancy in items ordered and items received, or any questions or complaint concerning services, MUST be reported to the Curtin Service Desk at the Show, immediately upon noting it. Your problems will be resolved and/or any valid adjustment in your account will be made at that time, and approved by the Curtin supervisor in charge. Credits and adjustments will not be based on such information received after the Show.

## **Union Regulations**

To assist you in planning for your participation in this Trade Show, we are certain you will appreciate knowing in advance that Union labor will be required for certain aspects of your exhibit handling. To help you understand the jurisdiction of the various Unions involved, we are furnishing you with the clauses pertaining to jurisdiction of the Union contract that ALL Convention Decorating and Drayage companies are signatory to.

**SIGN, DISPLAY AND ALLIED CRAFTS UNION:** Members of this Union have jurisdiction over all setup and dismantling of exhibits, including signs and lying of carpet. This does not apply to the unpacking and placement of your merchandise, i.e., items produced by you for sale that are to be displayed in your booth, or literature describing same. You may set up your exhibit display if one person can do such in less than one half-hour, without the use of tools.

**TEAMSTERS UNION:** This Union has jurisdiction on the operation of all material handling equipment, all unloading and reloading, and the handling of empty containers. An Exhibitor may move material that is hand carryable by one person in one trip without the use of dollies, hand trucks, or other mechanical equipment.

**ELECTRICIANS UNION:** The Electricians Union has jurisdiction on the installation, placement, and connecting of all electrical lines and power outlets, including floor or spot lights.

## **Safety**

Standing on Chairs, Tables or other Rental Furniture is PROHIBITED. This Furniture is not engineered to support your standing weight. Curtin is not responsible for liability caused by standing on or any other improper use of Curtin furniture or equipment. If assistance is required in assembling your booth, please order Labor on the DISPLAY ORDER FORM and the necessary ladders and tools will be provided.

**ECLIPSECON 2015 / FOSS4G NORTH AMERICA 2015**

**Limits of Liability & Responsibility**

1. CURTIN and its contractors shall not be liable for damage, loss, or delays to uncrated freight, freight improperly packed, glass breakage or concealed damage.
2. Relative to inbound shipments, there may be a lapse of time between the delivery of shipment(s) to the booth by CURTIN or its contractors and the arrival of the Exhibitor's representative at the booth. Similarly, relative to outgoing shipment(s), it is possible that there will be a lapse of time between the completion of packing and the actual pickup of freight from the booth for loading onto a carrier. It is understood that during such times the shipment(s) will be left in the booth unattended. Therefore, it is agreed that CURTIN and its contractors are not liable for the loss of, disappearance of, or damage to Exhibitor's freight after the same has been delivered to Exhibitor's booth, nor are CURTIN and its contractors liable for Exhibitor's freight before it is picked up from the Exhibitor's booth for loading after the show. Consequently, all bills of lading covering outgoing shipment(s) submitted to CURTIN or its contractors by Exhibitor will be checked at the time of pickup from booth and corrected where discrepancies exist.
3. CURTIN and its contractors shall not be liable for any damage incurred during the handling of equipment requiring special devices to properly load, place, or reload unless 14 days advance notice has been given to CURTIN in time to obtain the proper equipment.
4. CURTIN and its contractors shall not be liable for any loss, delay, or damage due to events beyond their reasonable control which cannot be avoided by the exercise of due care and prudence, including without limitation, strikes, labor disputes, lockouts or work stoppages of any kind, fire, theft, windstorm, water, vandalism, acts of God, mysterious failure of power or utilities, or other events of force majeure.
5. CURTIN and its contractors shall not be liable for ordinary wear and tear in handling of equipment.
6. It is understood that CURTIN and its contractors are not insurers. Insurance, if any, shall be obtained by the Exhibitor. Amounts payable by CURTIN hereunder are based on the scope of the liability as herein set forth and are unrelated to the value of the Exhibitor's property. It is further understood and agreed that CURTIN and its contractors do not provide for full liability should loss or damage occur. In the event that CURTIN or its contractors should be found liable for loss or damage to Exhibitor's equipment, the liability shall be limited to the specific article that was physically lost or damaged. Such liability shall be limited to a sum equal to \$.3 per pound per article, with a maximum liability of \$450.00 per item or \$1000.00 per shipment, whichever is less, as agreed upon damages and exclusive remedy. Provisions of this paragraph shall apply if loss or damage, regardless of cause or origin, results directly or indirectly to property through performance or non-performance of obligations imposed by the offering of services to Exhibitors, or from negligence, active or otherwise by CURTIN, its contractors or their employees.
7. CURTIN and its contractors shall not be liable to any extent whatsoever for indirect, special, incidental, or consequential damages, including, but not limited to delay any actual, potential or assumed loss of profits or revenues, loss of use of equipment or products, or any collateral costs that may result from any loss, injury or damage to Exhibitor's materials or exhibitor personnel which may make it impossible or impractical to exhibit the Exhibitor's materials.

Continued on page 2.

## **Curtin Limits of Liability & Responsibility (Page 8) - Eclipsecon 2015 / FOSS4G North America 2015**

8. Claims for loss or damage must be submitted to CURTIN by the close of the show. No suit or action shall be brought against CURTIN or its contractor more than one year after the cause of action accrues.
9. The Exhibitor agrees, in connection with the receipt, handling, temporary storage and reloading of its freight, that CURTIN and its contractors will provide these services as Exhibitor's agent and not as bailee or shipper. If any employee of CURTIN or its contractors shall sign a delivery receipt, bill of lading or other document, the parties agree that CURTIN or its contractors will do so as the Exhibitor's agent, and the Exhibitor accepts the responsibility thereof.
10. CURTIN and its subcontractors shall not be liable for shipments received without receipts, freight bills or specified unit counts on receipts or freight bills, such as UPS or van lines. Such shipments will be delivered to booth without guarantee of piece count or condition.
11. Empty container labels will be available at the CURTIN Service Desk. Affixing the labels is the sole responsibility of the Exhibitor or its representative. It is understood that these labels are used for EMPTY STORAGE ONLY, and CURTIN and its subcontractors assume no responsibility or liability for loss or damage to contents while containers are in storage or for mislabeled containers.
12. In order to expedite removal of freight from the show site, CURTIN shall have the authority to change designated carriers, if such carriers do not pick up on time. Where no disposition is made by the Exhibitor, freight will be taken to a warehouse to await Exhibitors shipping instructions, and the Exhibitor agrees to be responsible for payment of charges relating to such handling at the warehouse. CURTIN assumes no liability as a result of such rerouting or handling.
13. The Exhibitor agrees, in the event of a dispute with CURTIN or its subcontractors relative to any loss or damage to any of the Exhibitors freight or equipment, that the Exhibitor will not withhold payment in any amount due to CURTIN for freight handling services or any other services provided by CURTIN against the amount of the alleged loss or damage. Instead, the Exhibitor agrees to pay CURTIN prior to the close of the show for all such charges and further agrees that any claim the Exhibitor may have against CURTIN or its subcontractors shall be pursued independently by the Exhibitor as a completely separate transaction to be resolved on its own merits.
14. No credit or refund will be issued on any orders cancelled after the advance order deadline date.
15. No credit or refund will be issued after close of event.

The placing of an order for the services of tradesmen and the use of equipment by exhibitor or any agent of the exhibitor shall be construed as an offer subject to acceptance and approval of CURTIN in its sole discretion. Upon CURTIN's written acceptance and approval, the Exhibitor and its agents shall be bound by the terms and conditions set forth in Sections 1 through 13 above. Likewise, once CURTIN has accepted and approved the Exhibitors offer, any shipper consigning or delivering a shipment to CURTIN or its subcontractors on behalf of the Exhibitor shall be bound by the terms and conditions set forth in Sections 1 through 15 above.

Be sure your freight is insured from the time it leaves your firm until it is returned after the show. It is suggested the Exhibitors arrange all risk coverage. Riders to existing policies can usually do this. Contact your insurance representative. Be sure your liability insurance is in effect during transit & return of your freight, during storage & at show site. CURTIN is governed by the Limits of Liability & Responsibility as set forth as above.

16. Event Cancellation. The above Agreement is subject to the agreement between Curtin and the Association or other entity holding the Event (the "Service Agreement"). If the Event is cancelled for any reason, or the Service Agreement is terminated for any reason, Curtin shall have no obligation to Exhibitor in connection with the Event, and Exhibitor hereby releases Curtin from any and all damages incurred by Exhibitor as the result of such cancellation and/or termination. Curtin will refund monies paid to Curtin by Exhibitor in connection with its appearance at the Event, but not monies paid for services already rendered (e.g. shipping, special signs, etc.).

I have read and agree to these Limits of Liability & Responsibility.

Name and Organization \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



# **ATTENTION**

## **PETROLEUM SURCHARGE INFORMATION**

Along with the majority of General Service Contractors, Curtin Convention & Exposition Services, Inc. has enacted a Petroleum Surcharge Program.

The Industry standard Petroleum Surcharge is 4%. Curtin has enacted a 2% increase on all services published in the exhibitor service manual. The Petroleum Surcharge will be shown as a separate line item on your Curtin Convention & Exposition Services, Inc. Computation of Charges page.

Petroleum costs impact every facet of the Trade Show business, from the cost of Carpeting (which is essentially processed petroleum), to Plastics, Visqueen, Propane Fuel and Diesel Fuel.

Curtin Convention & Exposition Services, Inc. thanks you for your continued support.



# COMPUTATION OF CHARGES (Page 10)

2269 Chestnut Street, Suite 628  
 San Francisco, California 94123  
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 www.curtinconvention.com

Event/Convention ECLIPSECON 2015 / FOSS4G NORTH AMERICA 2015			Booth Number(s)	
Company Name			Order Date	
Address		City	State	Zip
Email Address		Name	Phone Number	

### Forms, Payment, and Shipping

1. CURTIN order forms and payment should be mailed or faxed directly to CURTIN.
2. ALL OTHER order form and payments should be mailed or faxed directly *to the appropriate company.*
3. The SHIPMENT of your Exhibit should be sent to:  
 TO: (Name of Company and Booth Number)  
 FOR: ECLIPSECON 2015 / FOSS4G NORTH AMERICA 2015  
 C/O: YRC FREIGHT/Curtin Convention  
 201 Haskins Way  
 South San Francisco, CA 94080
4. Please see PAYMENT POLICY ENCLOSED

### Recap of Payment

For CURTIN Order Forms only

FURNITURE	\$ _____
FREIGHT HANDLING	\$ _____
<i>SUB-TOTAL</i>	\$ _____
2% Petroleum Surcharge	\$ _____
<b>TOTAL (U.S Funds)</b>	<b>\$ _____</b>

#### Formula for Computing Freight Charges:

Minimum freight charge of 200 lbs. Round up all weights to next hundred lbs. (CWT)

Number of Pounds \_\_\_\_\_ divided by 100 = \_\_\_\_\_ x \$ \_\_\_\_\_ per 100 lbs. = \$ \_\_\_\_\_



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# CREDIT CARD CHARGE AUTHORIZATION (PAGE 11)

Event/Convention ECLIPSECON 2015 / FOSS4G NORTH AMERICA 2015		Booth Number(s)	
Company Name		Order Date	
Address	City	State	Zip
Email Address	Name	Phone Number	

If you wish to charge the amount of your advance orders to your credit card account, please complete the information requested below and return this form with your orders\*\*

Exhibitors using this CREDIT CARD CHARGE AUTHORIZATION may FAX it with accompanying CURTIN Order Forms to: (415) 883-1755.

Payment Options:     American Express     VISA     MasterCard  
 Indicate:     Company Credit Card     Personal Credit Card

Account Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

3 or 4 digit Security Code: \_\_\_\_\_

Cardholder's Signature: \_\_\_\_\_

Please print clearly the following information:

Cardholder Name: \_\_\_\_\_

Cardholder Billing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

\*\*For your convenience, we will use this authorization to charge your credit account for any additional amounts incurred as a result of showsite orders placed by your representative. These charges will include labor and freight handling. Please advise us, if you do not want this service.

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Event/Convention ECLIPSECON 2015 / FOSS4G NORTH AMERICA 2015		Booth Number(s)	
Company Name		Order Date	
Address	City	State	Zip
Email Address	Name	Phone Number	

**STANDARD BOOTH PACKAGE:** *\*This package is included in your Booth Space at No Charge. There are no substitutions or credits allowed.*



**Standard Stool**



**\*Booth Package includes (1) Posterboard, (1) 8' long x 42" high Black Skirted Counter, (2) Stools, (1) Wastebasket, (1) 120volt circuit, (1) Power strip, Wi-Fi access and (1) ID Sign.**

**ALTERNATIVE/ADDITIONAL FURNITURE:**

Standard Round Tables:

36" diameter x 30" high \$218.00/each  
 30" diameter x 42" high \$218.00/each  
 \*Tables include (1) Black Tablecloth  
 \*Must be pre ordered!



\*These Stools would suitable for the 42" high Table.  
 Advance price: \$112.00/each  
 Regular price: \$154.00/each

**\*FURNITURE ORDER FORM CONTINUED ON THE NEXT PAGE**

# FURNITURE RENTAL FORM CONTINUED (Page 13)

- **Posterboard Specs:** Posterboards are covered in Dove (light gray) Braelok, and are acceptable for push pins or Velcro. The useable area is 44.5" high x 91" wide. Please take note of the size for the Posters that you will be affixing to the Posterboard.
- **Poster Production:** If you require CURTIN to produce your poster; please contact Dianna Curtin (415) 883-7818 or [dianna@curtinconvention.com](mailto:dianna@curtinconvention.com) for a quote. **\*Deadline to receive camera-ready artwork is February 16, 2015.**

**PLACE ORDER HERE** (Please Print Clearly)

<i>Quantity</i>	<i>Description</i>	<i>Price</i>	<i>Total Price</i>

TOTAL THIS PAGE (U.S. FUNDS) = \_\_\_\_\_

**Payment Policy:** To obtain the advance price, full payment must be included with your order. All orders must be received by CURTIN no later than twenty-one (21) days prior to show installation. All invoices must be settled at our Service Desk prior to the closing of the show. No credits will be issued after the closing date of the show. **Cancellation Policy:** Items cancelled after CURTIN show move-in *begins* will be charged at 50% of original prices. Items cancelled after delivery will be charged at 100%. **To receive the Advance Price on Standard Furnishings, payment and orders must be received by February 16, 2015.**

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Advance Shipments may begin arriving to the warehouse on **Monday, February 9, 2015**.

The **Material Handling Services Order Form and Payment** are due by **Thursday, March 5, 2015**. If the **Material Handling Services Order Form and Payment** are not received by the above date, a 25% Surcharge will apply.

Last day freight will be received at advance warehouse is **Thursday, March 5, 2015, by 2pm**.

Shipments received after **Thursday, March 5, 2015** will be charged a 25% Late Freight Fee, plus a Transit Charge from Advance Warehouse to the Hotel. Transit Charges will be determined at the time of the receipt of Late Freight.

**Advance Warehouse Shipping Address**

Please label each piece of freight as follows:

TO: (Name of Company and Booth Number)  
 FOR: ECLIPSECON 2015 / FOSS4G NORTH AMERICA 2015  
 C/O: YRC FREIGHT/Curtin Convention  
 201 Haskins Way  
 South San Francisco, CA 94080

- DO NOT ADVANCE SHIP directly to the Hotel prior to the show move-in date. Prior to this date, Curtin will not be available on-site to receive your shipment. Your shipment will be returned.
- All shipments should be insured by the Exhibitor from the time they leave his/her firm until they are returned from the show.
- Shipments received without receipts or freight bills, such as UPS and FedEx, will be delivered to booth without guarantee of piece count or condition. No liability will be assumed for such shipments.
- Curtin will not be responsible for damage to uncrated materials improperly packed, for any concealed damage, for loss, theft of materials after same have been delivered to booth, or before we have picked up for loading out of exhibit hall. In all instances, Curtin's maximum limit of liability will be \$.30 per pound per article.
- Services such as erection, uncrating, unskidding, dismantling, crating, or skidding in booth, the following rates apply at a (1) hour minimum:

Material Handler:	\$124/per hour-Straight Time	\$163/per hour-Overtime
Forklift with Operator up to 4000lbs:	\$145/per hour-Straight Time	\$190/per hour-Overtime
Forklift with Operator up to 10,000lbs:	\$165/per hour-Straight Time	\$210/per hour-Overtime
Banding Steel:	Steel \$.60 per linear foot plus labor	

**Straight Time:** Monday through Friday 8 AM – 4:30 PM  
**Overtime:** Monday through Friday, prior to 8 AM, after 4:30 PM  
**Double Time:** Any time Saturday, Sunday and Holidays.

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**SERVICES INCLUDED IN RATES**

- Labor and equipment to unload shipment
- Storage up to 30 days in advance at the warehouse address
- Roundtrip delivery of shipment to and from the booth location
- Handling of empty containers to and from storage area
- Reloading of shipments onto outbound carriers and private owner vehicles

**RATE INSTRUCTIONS**

- For more cost-effective material handling, consider shipping all your materials in one shipment either crated or as a shrink-wrapped pallet.
- Advance Warehouse and Show-Site Shipments are offered at the same rate. Advance Warehouse shipments are recommended if time allows.
- 200 lb. minimum charge per shipment
- Weight is based on the incoming weight only and all weights are rounded up to the next CWT.
- Special services rates will be charged at the stated weight at time of delivery, unless a weight certificate is attached.
- No credits will be issued.
- Stated Rates apply to both Advance Warehouse and Show Site Shipments
- Show-site Deliveries and Pick ups of Exhibit Materials by Private Owner Vehicles and Third Party Carriers will be unloaded/loaded by Union Teamsters at the Hotel Loading Dock during published move-in hours and move-out hours. CONTACT: Show-site Teamster Foreman is Greg Pacheco/Cell Number (408) 674-8470. Please give all Drivers Greg's Cell Number for all Deliveries and for Pick ups. Any Questions prior to move-in date, please contact CURTIN at (415) 883-7818.

<p>Per CWT (100 lbs.)          Minimum Charge (200 lbs.)          Warehouse &amp; Show Site Rate  <b>\$176.00/cwt. roundtrip rate</b></p>	<p><b>REGULAR SHIPMENTS</b> rates apply to <u>crated</u> shipments arriving to Warehouse and/or Show Site via common carrier and requiring no special handling.</p>
<p>Per CWT (100 lbs.)          Minimum Charge (200 lbs.)          Warehouse &amp; Show Site Rate  <b>\$206.00/cwt. roundtrip rate</b></p>	<p><b>SPECIAL SHIPMENTS or SPECIAL CARRIER</b> – Rates apply to uncrated, unskidded, or wrapped shipments arriving to Warehouse and/or Show Site via common carrier and requiring special handling. Rates also apply to shipments arriving to the Warehouse and/or Show Site via special carrier which include FedEx, UPS, DHL, etc. due to their delivery procedures and documentation.</p>
<p>Per CWT (100 lbs.)          Minimum Charge (200 lbs.)          Warehouse Rate  <b>25% surcharge, for each occurrence, will apply in addition to above rates.</b></p>	<p><b>LATE SHIPMENTS</b>          Shipments received at the warehouse after <u>Thursday, March 5, 2015</u> will be charged a 25% surcharge plus a Transit Charge from Advance Warehouse to the show site may be applied. Transit Charges will be determined at the time of the receipt of Late Freight.</p>
<p>Per CWT (100 lbs.)          Minimum Charge (200 lbs.)          Warehouse Rate  <b>25% surcharge, for each occurrence, will apply in addition to above rates.</b></p>	<p><b>SHIPMENT WITHOUT MATERIAL HANDLING SERVICES ORDER FORM AND PAYMENT</b>          Shipments received without the completed material handling services order form and payment will be charged at 25% surcharge.</p>



# MATERIAL HANDLING SERVICES ORDER FORM (Page 16)

2269 Chestnut Street, Suite 628  
San Francisco, California 94123  
Phone: 415-883-7818 • Fax: 415-883-1755  
www.curtinconvention.com

<b>Convention Name: ECLIPSECON 2015 / FOSS4G NORTH AMERICA 2015</b>	
<b>Company Name:</b>	<b>Order Date:</b>
<b>Contact Name:</b>	<b>Booth#</b>
<b>Email Address:</b>	<b>Phone#</b>

<b>Originating City/State of Shipment:</b>	<b>Shipping Date:</b>
<b>Carrier:</b>	<b>Approximate Arrival Date(s):</b>
<b>Local Representative:</b>	<b>No. of Shipments:</b>
<b>Phone # of Local Representative:</b>	<b>No. of Total Pieces:</b>

When estimating and recording total weight per shipment, please round to the next 100 pounds.

Shipment Description	Rate/cwt x Pounds (200 lb. minimum charge)	Charge
<b>REGULAR SHIPMENTS TO ADVANCE WAREHOUSE</b> Crated shipments via common carrier to the advance warehouse.	\$176.00/cwt x _____lbs.	\$
<b>REGULAR SHIPMENTS TO SHOW SITE</b> Crated shipments via common carrier to the show site. <i>*Shipments will only be received during the listed "Set up" Dates and Times.</i>	\$176.00/cwt x _____lbs.	\$
<b>SPECIAL SHIPMENTS or SPECIAL CARRIER TO ADVANCE WAREHOUSE</b> Uncrated, unskidded, or wrapped shipments via common or special carrier. Crate shipments via special carrier (FedEx, UPS, DHL, etc.) to the advance warehouse.	\$206.00/cwt x _____lbs.	\$
<b>SPECIAL SHIPMENTS or SPECIAL CARRIER TO SHOW SITE</b> Uncrated, unskidded, or wrapped shipments via common or special carrier. Crate shipments via special carrier (FedEx, UPS, DHL, etc.) to show site. <i>*Shipments will only be received during the listed "Set up" Dates and Times.</i>	\$206.00/cwt x _____lbs.	\$
<b>LATE SHIPMENTS</b> Shipments received at the warehouse after <u>Thursday, March 5, 2015</u> . Transit Charge from Advance Warehouse to the show site may be applied. Transit Charges will be determined at the time of the receipt of Late Freight.	25% surcharge added to above fee	\$
<b>TOTAL PAYMENT</b>		<b>\$</b>

**IMPORTANT:** It is understood that your calculation as stated above is only an estimated weight. The final charge will be calculated and billed based on actual weight of the shipment. If you need Special Handling Services such as a Forklift, Extra Handling Labor, etc., call (415)883-7818 to make arrangements.

**THIS FORM MUST BE SIGNED AND RETURNED PRIOR TO SHIPMENT OF MATERIALS ALL TERMS AND CONDITIONS HEREIN STATED ARE UNDERSTOOD AND ACCEPTED.**

<b>Authorized By:</b>	<b>Signature:</b>
-----------------------	-------------------



2269 Chestnut Street, Suite 628  
 San Francisco, California 94123  
 Phone: 415-883-7818 • Fax: 415-883-1755  
 www.curtinconvention.com

<b>Convention Name: ECLIPSECON 2015 / FOSS4G NORTH AMERICA 2015</b>	
<b>Company Name:</b>	<b>Order Date:</b>
<b>Contact Name:</b>	<b>Booth#</b>
<b>Email Address:</b>	<b>Phone#</b>

**Reforwarding Instructions at End of Show**

**OUTBOUND SHIPPING IS NOT AUTOMATIC**

**PLEASE READ THE INFORMATION BELOW AND COMPLETE THE FORM**

- Exhibitors are responsible for providing CURTIN with a Bill of Lading containing outbound shipping information.
- YRC FREIGHT is the Official Show Carrier and will be on-site at the close of the show to assist exhibitors.
- Bill of Lading and Labels will be provided for those Exhibitors using YRC FREIGHT.
- Exhibitors not using YRC FREIGHT must to arrange with a carrier to pickup materials at the Facility's Loading Area after **4:00pm, Wednesday, March 11, 2015.**
- All materials must be off the show floor by **6:00 pm, Wednesday, March 11, 2015.**
- Representatives must turn in a Bill of Lading to CURTIN Service Desk, prior to leaving the show floor.
- Any material left on the show floor after **6:00 pm** will be shipped out via YRC FREIGHT at the Exhibitor's expense.
- CURTIN is not responsible for shipments left in booth by exhibitor.
- CURTIN will count and ship pieces as we find the shipment in the booth upon removal.
- CURTIN will not be responsible for damage to uncrated materials improperly packed, for any concealed damage, for loss, theft of materials after they have been delivered to the booth or before we have picked up for loading out of exhibit area.
- At the close of the Show, where carriers fails or refuses to pick up or refuse to accept shipments, CURTIN reserves the right to re-route such shipments where no disposition is provided, or material may be hauled to a warehouse pending advice from the exhibitor, and they will be charged accordingly for this service. No liability will be assumed by CURTIN as a result of such re-routing handling. The liability of CURTIN is hereby limited to \$.30 per pound per article, and values exceeding this limitation should be insured by the shipper.
- Method of Outbound Shipment (check one)

<b>YRC FREIGHT [ ]</b>	<b>Air [ ]</b>	<b>Van Line [ ]</b>	<b>Other _____</b>	<b>Private Vehicle [ ]</b>
<b>Return Shipping Address:</b>				
<b>Contact Person/Phone Number:</b>				
<b>Carrier:</b>			<b>Number of Outbound Pieces:</b>	

- 
- These labels are for your own convenience. Feel free to use your own shipping labels.

**Important Shipping Date for the Advance Warehouse:**

- First Date Freight can arrive to the Advance Warehouse: **Monday, February 9, 2015**
- Last Date Freight can arrive to the Advance Warehouse: **Thursday, March 5, 2015, by 2pm.**

**Instructions for using the shipping labels provided below:**

- On the shipping label(s) in the area where "TO:" is indicated, write in your **Company Name and Booth #.**
- For your reference, make of copy of the completed shipping label(s).
- Cut the completed shipping label(s) out and securely affix the label(s) to your freight.

**TO:**

**Booth #:**

**FOR: ECLIPSECON 2015 / FOSS4G NORTH  
AMERICA 2015**

**C/O: YRC FREIGHT/Curtin Convention  
201 Haskins Way**

**South San Francisco, CA 94080**

**TO:**

**Booth #:**

**FOR: ECLIPSECON 2015 / FOSS4G NORTH  
AMERICA 2015**

**C/O: YRC FREIGHT/Curtin Convention  
201 Haskins Way**

**South San Francisco, CA 94080**



## Move-out Notice for Shipping



We get your show on the *Road* or in the *Air*

### YRC Freight is the Show's Recommended Carrier

Let YRC Freight assist in handling your **Ground, Air** and **Expedited** shipping needs. Just stop by the Exhibitor's Service Desk and speak with our Trade Show Specialist from YRC Freight

#### YRC Freight's Services Advantages:

##### **Time Critical - Any Need, Any Speed, Guaranteed.**

- By Noon, By 5pm, Hour Window
- Guaranteed, By Noon, By 5 pm, Multiday Window

**Standard Ground** – The most reliable standard ground service in the Exhibit industry

**Caravan Service** – Conveniently transports your exhibit materials from show to show

**Any Size Shipment** – We have the ability to move everything from small packages to full truckloads at competitive prices

**Sealed Exhibit** – Is a safe, secure, guaranteed option to move your shipments and you only pay for the space you need.

**World Class Customer Service** – Our Exhibit customer service offers 24/7 support for your exhibit shipping needs at 1-800-531-EXPO (3976)

**Don't worry if you are a first time user with YRC Freight, because we can establish competitive pricing for your outbound shipment right on the spot!**

Contact us at 1- 800-531-EXPO (3976), [yrcfreight.com](http://yrcfreight.com) or [exhibit.services@yrcfreight.com](mailto:exhibit.services@yrcfreight.com)

**EXHIBITOR ORDER FORM**



Equipment	QTY	Price through 2/27/2014	Price after 2/27/2014	Total	How to Order
<b>Computers &amp; Accessories</b>					Fax Completed Form to 650-472-1410
Laptop (Windows 8, Office) (4gb Ram, 2.53Ghz Processor)		\$100.00	\$125.00		
<b>Displays &amp; Accessories</b>					Booth/Room:
20" LCD Flat Panel Display		\$50.00	\$62.50		Cancellation of equipment must be received 72 hours prior to delivery date to avoid a 50% rental charge
24" LCD Flat Panel Display		\$100.00	\$125.00		
32" HDTV/Monitor		\$150.00	\$187.50		<b>Required Information</b>
42" HDTV/Monitor		\$250.00	\$312.50		
50" HDTV/Monitor		\$350.00	\$437.50		<b>Please Print</b>
58" HDTV/Moniotr		\$500.00	\$600.00		
65" 4K HDTV/Monitor		\$650.00	\$780.00		Company Placing Order
Floor Stand		\$100.00	\$125.00		Mailing Address
Plasma/LCD Mount(iuncluded in screen rental)		\$50.00	\$62.50		City
					State Zip Code
					Contact Name
<b>Projectors &amp; Screens</b>					Contact Phone
			\$0.00		Contact Email
			\$0.00		<b>Required Delivery Information</b>
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
<b>Sound Systems</b>					<b>PLEASE FILL IN BOOTH AND COMPANY NAME UP TOP</b>
			\$0.00		Delivery Date
			\$0.00		Time [ ] 8A-12P [ ] 1P-5P [ ] No Preference
			\$0.00		On-site Contact Name
			\$0.00		On-site Contact Cell:
<b>Miscellaneous</b>					If equipment has a problem, it is the <b>exhibitors responsibility</b> to notify Corporate AV staff right away so we can address the problem.
			\$0.00		Not sure what you need? Is there a piece of equipment not on our list that we can help you with? Need assistance ordering? CALL 1-877-621-2938 for assistance
			\$0.00		

**QUESTIONS ??? Call 1-877-621-2938 or email cs@c-av-p.com**

<b>TOTALS</b>				
EQUIPMENT TOTAL	1			
PROCESS/DELIVERY CHARGE	2		\$100.00	
TOTAL - ADD LINES 1 & 2	3			

<b>METHOD OF PAYMENT -- Please Print Clearly</b>		Check One
Card Number & Expiration Date		<input type="checkbox"/> MASTERCARD <input type="checkbox"/> VISA <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> CHECK (PRE-SHOW ONLY)
Name on Card		
Card Billing Address / City / Zip Code		Make payable to Corporate AV Send to 415 Nelo St. Santa Clara, CA 95054
Signature		

**Billing Inquiries to cs@c-av-p.com**



# Exhibitor Ethernet Service Order Form Hyatt Regency San Francisco



## **SWISSCOM HOSPITALITY SERVICES EXHIBITOR ORDERING INSTRUCTIONS** **\*PLEASE READ THOROUGHLY TO ENSURE A COMPLETE SERVICE REQUEST\***

- 1. Please fill out the accompanying forms completely.**
- 2. Using a credit card for payment:** completely fill out the payment/credit card authorization form. Make sure signature is the same as the credit card holder's name; also **attach a copy of the front and back of the credit card** with the form. \*Charges will appear as Hyatt Hotels – San Francisco, CA\*
- 3. Using a check for payment:** Mail original check with service order form to *Hyatt Regency San Francisco, Attn: Swisscom Hospitality Services, 1333 Bayshore Hwy, Burlingame, CA. 94010*. Make out to Hyatt Regency San Francisco Airport - ATTN: Swisscom Hospitality Services.  
\*\*\*DO NOT MAKE CHECKS OUT TO SWISSCOM HOSPITALITY SERVICES DIRECTLY\*\*\*
- 4. Include service drop location within your booth:** On the bottom of the order form is a diagram for service location. Simply fill in the blank lines with orientation (i.e. front, back and/or adjacent booth numbers) and mark an (X) within the diagram for drop location. \*\*\*Charges may apply for service relocations\*\*\*
- 5. Additional network devices (more than one):** When ordering services you will receive one routable IP address as well, any additional devices using network resources (regardless of IP addressing scheme) will be subject to an additional device fee, charged per device. Simply order additional device/IP addresses for these connections (in excess of the one included IP address), all hubs and cabling will be provided.  
\*\*\* You will not be permitted to use access points, switches or hubs without paying for the additional devices\*\*\*
- 6. Terms & Conditions:** Please read through the accompanying terms and conditions as you are acknowledging such with your order form signature.
- 7. Services not covered by this form:** More network solutions such as; VLAN(s), videoconferencing, WiFi Hotspots, Webcasting and more are available upon request. Email requests for a customized solution to Ember Davis: [Ember.Davis@swisscom.com](mailto:Ember.Davis@swisscom.com)

**Fax your order** to Ember Davis, (775) 305-5313 or email: [Ember.Davis@Swisscom.com](mailto:Ember.Davis@Swisscom.com)

- A completely filled out exhibitor form:** including ordering/onsite contact info, set-up time and service location diagram.
  - A completely filled out payment form:** Check/CC info with signature and a copy of the driver's license. If you are not comfortable sending this to our private and secure fax, please call and we will accommodate you as we protect information vigorously.
  - Make sure both the order and payment form are signed:** this will make sure there are no delays in your service request(s).
- 8.** We will contact you within 48 hours of fax receipt via e-mail or telephone and supply you a service invoice for your records.
  - 9.** Questions? Contact Swisscom Hospitality Services – (801) 856-0030 or [Ember.Davis@swisscom.com](mailto:Ember.Davis@swisscom.com)

Ember Davis phone: (801) 856-0030 Fax: (775) 305-5313 [Ember.Davis@swisscom.com](mailto:Ember.Davis@swisscom.com)



# Exhibitor Ethernet Service Order Form Hyatt Regency San Francisco



\*\*\*NO STAMPS PLEASE - FILL IN ALL FIELDS OR YOUR ORDER WILL NOT BE PROCESSED\*\*\*

**PLEASE PRINT LEGIBLY**

<u>Customer Information</u>			<u>Show Information</u>		
Company Name:		Ordering Contact Email:		Booth Number	
Ordering Contact:		Ordering Contact Phone:		Set Up Date	
On-Site Contact:		Onsite Cell Phone:		Set Up Time	
Company Address:				Strike Date	
City:	ST:	ZIP		Strike Time	
Show Name:				Show Dates	

<u>High Speed Ethernet Service (per booth)<sup>1</sup></u>	<u>QTY</u>	<u>Discount<sup>1</sup></u>	<u>Standard</u>	<u>Total</u>
<ul style="list-style-type: none"> <li>▪ <b>Shared Ethernet Network Access</b> T1 or better 10/100 BaseTX, RJ-45 wired connection with 1 routable DHCP IP address</li> </ul>	x	\$500	\$ 850	
<b>Additional Services are billed as one-time fee<sup>2,3</sup></b>				
<ul style="list-style-type: none"> <li>▪ <b>Additional Wired Device Connections (each)</b> DHCP IP address: auto-assigned once connected to network</li> </ul>	x	\$100	\$ 125	
			<b>SUBTOTAL</b>	
<ul style="list-style-type: none"> <li>▪ <b>Installation/Setup Fee (PER BOOTH – Wired only)</b></li> </ul>	x	<b>@ \$ 95 per booth</b>		

**GRAND TOTAL:** \_\_\_\_\_

1. Orders received with payment 15 days prior to first show date qualify for discount.
2. Client must pay for each device connected to the network regardless of addressing scheme used.
3. Cables and 10/100 auto-sensing switch is included with multiple device orders.  
\*Subject to \$150 charge if switch is not returned or returned damaged after use\*

**Booth Layout Diagram:**

Provide orientation and mark service location with (X)  
(FRONT, BACK, SIDES OR ADJACENT BOOTH NUMBERS)



By placing this order, the undersigned agrees to terms, conditions, limited liability and acceptable use policy as stated at the end of this form and as posted at [www.swisscom.com/hospitality](http://www.swisscom.com/hospitality)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Payment and Credit Card Authorization

Ember Davis    phone: (801) 856-0030    Fax: (775) 305-5313    Ember.Davis@swisscom.com



# Exhibitor Ethernet Service Order Form

## Hyatt Regency San Francisco



<b><u>Payment Information</u></b>		Swisscom SO# (Completed by Swisscom HS) _____	
<input type="checkbox"/> Company Check or Money Order → <b>MAKE PAYABLE TO:</b> HYATT REGENCY SAN FRANCISCO <b>MAIL TO:</b> HYATT REGENCY SAN FRANCISCO, 1333 BAYSHORE HWY, BURLINGAME, CA 94010 <b>ATTN:</b> RONALD LAM (SWISSCOM HOSPITALITY SERVICES)		<b>Grand Total:</b> _____ <small>(total from order form)</small>	
<small>** IF PAYING BY CREDIT CARD YOU ARE AUTHORIZING PROPERTYNAME TO CHARGE YOUR CREDIT CARD IN THE AMOUNT LISTED ON YOUR ORDER FORM**</small>			
<input type="checkbox"/> *CC	Type: _____	Acct #: _____	Exp. Date _____
CC Billing Address: _____ Billing Phone #: _____			
City _____ State: _____ Zip: _____			
Name on CC _____		Authorized Signature: _____	

**\*\*ONCE COMPLETED FAX TO (775) 305 5313 or Email to Ember.Davis@swisscom.com**  
 (This is a private, secure, and direct fax to Swisscom Hospitality Services)

- a. **A completely filled out exhibitor form:** including ordering/onsite contact info, set-up time and service location diagram.
- b. **A completely filled out payment form:**  
 If paying by CC – all CC info with signature and *a copy of the front and back of the CC.*  
 If paying by check - include a copy of the mailed check in the fax.
- c. **Make sure both the order and payment form are signed:** this will make sure there are no delays in your service request(s).

By placing this order, the undersigned agrees to terms, conditions, limited liability and acceptable use policy as stated at the end of this form and as posted at [www.swisscom.com/hospitality](http://www.swisscom.com/hospitality)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_





# Exhibitor Ethernet Service Order Form

## Hyatt Regency San Francisco



### General Terms & 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](http://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 therefrom. 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 telecopier 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 venturer 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 therefrom 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.