

# JACOB K. JAVITS CONVENTION CENTER UNION JURISDICTIONS

**METROPOLITAN**  
**exposition**

115 Moonachie Avenue  
Moonachie, NJ 07074

Ph: 201.994.1300 Fax: 201.994.1350

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## **TEAMSTER UNION**

Teamsters handle freight at the exhibit hall. Teamsters unload trucks or vehicles. Teamsters also handle rigging of machinery, moving services and spotting machinery in booths. A rigging crew consists of three men. This service must be ordered in advance at the exhibitor's expense.

## **CARPENTER UNION**

Carpenters handle the erection and dismantling of display and exhibit booths. This includes all display work as well as uncrating and re-crating machinery and equipment. Carpenters install and dismantle drapery, table skirting and floor coverings.

## **ELECTRICAL UNION**

Electricians handle all electrical work, which includes supplying power lines to your booth, connecting equipment to outlets and installing signs or banners that are lighted, unless they are permanently a part of the exhibit back wall.

## **WHAT CAN EXHIBITORS DO WITHOUT UNION PERSONNEL?**

Exhibitors may install and dismantle their own exhibit and lay their own carpet in their own exhibit area as long as the following conditions are met:

1. The booth size is 100 square feet (10' x 10') or less;
2. The set-up can be reasonably accomplished in ½ hour or less;
3. No tools are used in the assembly or dismantle;
4. Individuals performing the work must be full-time employees of the exhibiting company and carry identification to verify this fact

Exhibitors can unpack and repack their own products in cartons, not crates. Exhibitors may "hand carry" or use nothing larger than a two-wheel baggage cart (rubber or plastic wheels only) to move items. Exhibitors may move a "pop-up" display, equal or less than 10' in length, if capable of being carried by hand, by one full-time employee of the exhibiting company. Exhibitors can do technical work on their own machines, such as balancing, programming, cleaning of machines, etc.

## **GENERAL INFORMATION**

### **FLAMEPROOFING**

All table coverings as well as booth equipment must be a non-flammable material. All decorative materials must be fire-resistant and in accord with the standard established by the New York Fire Department. Affidavits attesting to flameproof compliance with New York City Fire Department Regulations must be submitted when requested.

### **INSURANCE**

Metropolitan Exposition Services, Inc. and/or the Association (Exhibit Manager) and/or the Exhibit Convention Site will not be responsible in any way for the safety of any exhibit or materials against fire, water, theft, accident or any cause nor for the loss or damage to goods consigned to its care. However, every effort will be made to protect exhibitor's property. You are advised to consult your insurance broker for proper coverage on any of your display materials from the time it leaves your company's premises until it returns.

# LABOR ORDER FORM



115 Moonachie Avenue  
Moonachie, NJ 07074  
Ph: 201.994.1300 Fax: 201.994.1350

International Beauty Show/IECSC  
April 27-29, 2008  
Jacob K. Javits Convention Center

Method of Payment Form  
must accompany Order

Company Name \_\_\_\_\_ Booth # \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

## DISPLAY LABOR (One Hour Minimum per Worker)

### Journeyman Labor-

These craftsmen crate and uncrate materials, set up and dismantle exhibits

STRAIGHT TIME 8:00am to 4:30pm, Monday through Friday  
OVERTIME 4:30pm to 8:00am, Monday through Friday; all day Saturday  
DOUBLE TIME Sundays and Holidays

### Rates: per person/per hour

<u>Discount Price</u>	<u>Showsite Price</u>
\$146.75	\$190.75
\$185.50	\$241.25
\$224.00	\$291.25

### Apprentice Labor-

These tradesmen deliver furniture and arrange booth furnishings in your exhibit area

STRAIGHT TIME 8:00am to 4:30pm, Monday through Friday  
OVERTIME 4:30pm to 8:00am, Monday through Friday, all other days  
DOUBLE TIME Sundays and Holidays

### Rates: per person/per hour

<u>Discount Price</u>	<u>Showsite Price</u>
\$106.25	\$138.25
\$136.25	\$177.25
\$187.00	\$243.25

Two Journeyman Carpenters are required before an Exposition worker can be requested.

Start time guaranteed only when labor is requested for the start of the working day.

Labor must be cancelled in writing, 24 hours in advance to avoid one (1) hour cancellation or no-show fee per worker.

## INSTALLATION LABOR

Metropolitan Exposition Supervised Labor – Key Information Form must be completed and returned with this order form.

Installation of your exhibit will be completed at our discretion prior to show opening.

The charge for this service is 30% of the total installation labor bill, or a minimum of \$60.00.

Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Exhibitor Supervised Labor – Supervisor must check-in at Metropolitan Service Desk to pick-up labor.

Supervisor Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date	Start Time	No. of People	x	Approx. Hrs Per Person	=	Total Hrs.	@	Hourly Rate	=	Estimated Total Cost
_____	_____	_____	x	_____	=	_____	@	\$ _____	=	\$ _____
_____	_____	_____	x	_____	=	_____	@	\$ _____	=	\$ _____
_____	_____	_____	x	_____	=	_____	@	\$ _____	=	\$ _____
Metropolitan Supervision (30%/60.00)									=	\$ _____
8.375% NY Tax									=	\$ _____
Total Installation									=	\$ _____

## DISMANTLE LABOR

Metropolitan Exposition Supervised Labor – Key Information Form must be completed and returned with this order form.

Metropolitan Exposition will not be responsible for product or literature that is not properly packed and labeled by exhibitor.

The charge for this service is 30% of the total installation labor bill, or a minimum of \$60.00.

Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Exhibitor Supervised Labor – Supervisor must check-in at Metropolitan Service Desk to pick-up labor.

Supervisor Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date	Start Time	No. of People	x	Approx. Hrs Per Person	=	Total Hrs.	@	Hourly Rate	=	Estimated Total Cost
_____	_____	_____	x	_____	=	_____	@	\$ _____	=	\$ _____
_____	_____	_____	x	_____	=	_____	@	\$ _____	=	\$ _____
_____	_____	_____	x	_____	=	_____	@	\$ _____	=	\$ _____
Metropolitan Supervision (30%/60.00)									=	\$ _____
(Dismantle Labor is not taxable) Total Dismantle									=	\$ _____

## KEY INFORMATION FORM

**METROPOLITAN**  
**exposition**

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**Deadline Date**  
April 10, 2008

Company Name \_\_\_\_\_ Booth # \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

Please complete and return form if your display installation and/or dismantle is to be supervised by Metropolitan Exposition Services, Inc.

## INBOUND SHIPPING & SET-UP INFORMATION

Freight Carrier \_\_\_\_\_ Date Shipped \_\_\_\_\_

Number of Pieces \_\_\_\_\_ Total Weight \_\_\_\_\_ Tracking Number \_\_\_\_\_

Freight shipped to:  Warehouse  Showsite

Comments: \_\_\_\_\_

Set-up Plan/Photo:  Attached  With Exhibit  In Crate # \_\_\_\_\_

Electrical Drawing:  Attached  With Exhibit  Under Carpet

Carpet:  With Exhibit  Rental  Padding

Equipment/tools/hardware required: \_\_\_\_\_

Comments: \_\_\_\_\_

Remember to order in advance:

Furnishings & Carpeting

Cleaning

Electrical & Telephone

## OUTBOUND SHIPPING INFORMATION

**Ship To** \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Attention \_\_\_\_\_ Phone \_\_\_\_\_

**Method of Shipment** (list name & phone number)

Common Carrier \_\_\_\_\_

Van Line \_\_\_\_\_

Air Freight \_\_\_\_\_

Next Day  2<sup>nd</sup> Day  Deferred (3 to 5 days)

**Freight Charges:**  Prepaid  Collect

Bill To \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

## EMERGENCY CONTACT INFORMATION

Name \_\_\_\_\_ Phone \_\_\_\_\_

# OFFICIAL CONTRACTORS INFORMATION



115 Moonachie Avenue  
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## 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 has 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 and must comply with all labor agreements and practices. The Exhibitor Appointed Contractor must not commit or allow to be committed by persons in its employment any acts that could lead to work stoppages, strikes, or labor problems.
  - 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.

**EXHIBITOR APPOINTED CONTRACTOR NOTIFICATION**



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Company Name \_\_\_\_\_ Booth # \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

If your company is utilizing services from a company other than your own or Metropolitan Exposition Services, Inc., the official service contractor designated by Show Management, this form must be completed and returned (14) days prior to the first day of exhibitor move-in.

If this form is not returned, the Exhibitor Appointed Contractor will not be permitted to access the exhibit floor to service the exhibit, and the work will be performed and/or supervised by Metropolitan Exposition Services, Inc.

Exhibiting Company \_\_\_\_\_ Booth \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Authorized by \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

It is the responsibility of the exhibitor to see that each representative of an Exhibitor Appointed Contractor abides by the official rules and regulations of the event.

By signing below, you agree that by using an exhibitor appointed contractor(s) for any service, you agree to indemnify, defend and hold harmless Metropolitan Exposition Services, Inc. from any and all claims, demands, suits, liabilities, damages, injuries, losses, expenses, including legal expenses, due to the presence or actions of the exhibitor appointed contractor(s).

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

The Exhibitor Appointed Contractor must send a copy of their General Liability Insurance Certificate no later than (14) days prior to the first day of exhibitor move-in.

Type of work to be performed \_\_\_\_\_

Exhibitor Appointed Contractor/Display House \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

On-Site Contact \_\_\_\_\_



**STRUCTURAL INTEGRITY STATEMENT**



115 Moonachie Avenue  
Moonachie, NJ 07074

Ph: 201.994.1300 Fax: 201.994.1350

**Deadline Date**  
April 10, 2008

International Beauty Show/IECSC  
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**STRUCTURAL INTEGRITY STATEMENT**  
**THIS FORM MUST BE RETURNED TO METROPLITAN EXPOSITION**  
**SERVICES FOR ALL SUSPENDED STRUCTURES**

Please complete this form and return to Metropolitan Exposition Services, Inc.

\_\_\_\_\_, the contracted exhibitor at the International Beauty Show/IECSC and (if applicable), the display house or builder for the aforementioned exhibitor, do hereby certify and guarantee that he stress points for the hanging structure have been properly engineered and tested. We further certify that the structure can be hung safely and has been constructed to meet all applicable regulation and safety measures

We hereby release, indemnify and forever hold harmless Curiosity Works, Jacob K. Javits Convention Center, and Metropolitan Exposition Services, Inc. and its subsidiaries, their directors, officers, employees, representatives, agents and contractors from and against any and all liability, claims, damage, loss, fines, or penalties arising form the installation, use or dismantling of this structure. All hang points supporting in excess of 200 lbs. May be verified (weighted) on site at the exhibitor's expense.

Exhibiting Company: \_\_\_\_\_ Booth #: \_\_\_\_\_

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

Authorized Name: \_\_\_\_\_ Date: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Display House / Contractor: \_\_\_\_\_

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

Authorized Name: \_\_\_\_\_ Date: \_\_\_\_\_

E-Mail: \_\_\_\_\_

# HANGING SIGNS / BANNERS INFORMATION



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Method of Payment Form  
must accompany Order

Company Name \_\_\_\_\_ Booth # \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

## HANGING SIGNS

Metropolitan is responsible for supervision, assembly, installation and removal of all hanging signs.

### Remember:

1. All signs must be designed to comply with Show Management rules and regulations and facility limitations.
2. Make sure all signs, with the exception of cloth banners and signs under 100 lbs., have structurally engineered rigging points as well as blueprints displaying a current structural engineers stamp.
3. If your sign requires electricity, make sure it is in working order and in accordance with the National Electric Code. Place your order for electrical services and electrical labor on the Electrical Service Order Form.
4. Include engineer-stamped assembly and hanging instructions with the order.
5. Include exhibitor contact information with order.

## TRUSS & HOISTS

Metropolitan is responsible for supervision, assembly, installation and removal of all truss.

### Remember:

1. All trusses must be designed to comply with Show Management rules and regulations and facility limitations.
2. All trusses must be from a recognized manufacturer. Manufacturer load specifications for your truss must be at show site prior to rigging.
3. Climbing on truss is strictly prohibited.
4. All lamps and fixtures to be attached to truss must be in good working order and in compliance with the National Electric Code. Place your order for electrical services and electrical labor on the Electrical Services Order Form.
5. All hoists must be from a recognized manufacturer and must be in good working order.
6. Hoist maintenance records should be available for inspection by Metropolitan Exposition.

Please complete and return the  
**Hanging Signs / Banners Order Form** by  
April 10, 2008

By sending us this information in advance, you will help us assure your sign is properly assembled and installed.

## SHIPPING INSTRUCTIONS

All "Okay to Proceed" hanging signs should be received in advance at the Metropolitan warehouse by April 17, 2008.

Please ship all hanging signs in a separate container with the special sign label provided below. Mark bill of lading "hanging sign". Prepay all shipments. Collect shipments will be refused. See Material Handling Guidelines and Shipping Information.



## RUSH - HANGING SIGN

FROM:

## ADVANCE SHIPMENT

TO: Int'l Beauty Show/ IECSC

Exhibiting Company \_\_\_\_\_

Booth Number \_\_\_\_\_

Metropolitan Exposition Services, Inc.  
c/o Roadway Express  
1313 Grand Street  
Brooklyn, NY 11211

*Shipment should arrive on or before: April 17, 2008*

Carrier \_\_\_\_\_

Number \_\_\_\_\_ of \_\_\_\_\_ Pieces

# HANGING SIGNS / BANNERS INFORMATION



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Company Name \_\_\_\_\_ Booth # \_\_\_\_\_

**\*\*\* NON-ELECTRICAL SIGNS & BANNERS ONLY \*\*\***

- All hanging signs that require electricity must be hung by the electrical union at the facility.
- All ceiling rigging must conform to show management rules and regulations and the facility limitations.
- All overhead hanging must be assembled, installed, removed and disassembled by Metropolitan. Exhibitors, display company and/or I&D representatives may supervise, but will not be allowed to assemble/disassemble or install/remove sign.
- Hanging anchor points must be pre-fabricated and ready for use.
- If any hang point supports over 250 lbs., notify Metropolitan immediately for special authorization.

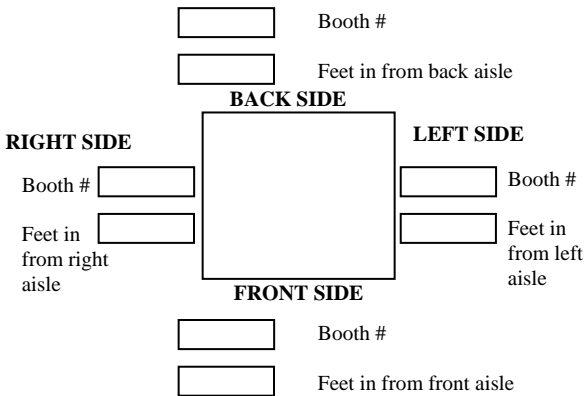
**SIGN DESCRIPTION, SIZE & WEIGHT**

- For signs other than banners, include blueprint or drawing with detailed information so hanging anchor points can be determined.

Type: \_\_\_ Cloth Banner \_\_\_ Metal or Wood  
Shape: \_\_\_ Square \_\_\_ Triangle \_\_\_ Rectangle  
Size: Height \_\_\_\_\_ Length \_\_\_\_\_  
Weight: \_\_\_\_\_

Does your sign require: \_\_\_ Electricity  
  \_\_\_ Assembly  
  (must provide set up instructions)

**PLACEMENT DIAGRAM** - Use diagram below to represent your booth space. Indicate how far in from each boundary you would like your sign placed. The ceiling structure and relation to the support beams may require your sign to be moved from your specified location.



**HANGING SIGNS EQUIPMENT & LABOR**

		<u>DISCOUNT PRICE</u>		<u>SHOWSITE PRICE</u>	
		<u>Lift Crew</u>	<u>Extra Labor</u>	<u>Lift Crew</u>	<u>Extra Labor</u>
<b>Straight Time</b>	8:00am to 4:30pm, Monday – Friday	\$564.50	\$146.75	\$734.00	\$190.75
<b>Overtime</b>	All other times and Saturday	\$676.50	\$185.50	\$879.50	\$241.25
<b>Double Time</b>	Sundays and Holidays	\$774.25	\$224.00	\$1006.50	\$291.25

Crew consists of one (1) Lift and two (2) Laborers  
One hour minimums apply for crews and extra Laborers; thereafter, charges are assessed at ½ hour increments.  
Start time guaranteed only when labor is requested for the start of the working day at 8:00am.  
Supervisor must check in at Metropolitan Exposition Service Desk to pick-up labor.  
Upon completion, the Supervisor must return crew to Metropolitan Service desk and approve the work order.  
Labor must be cancelled in writing, 24 hours in advance to avoid one (1) hour cancellation or no-show fee per crew and / or worker.  
Invoice will be calculated according to actual hours worked.

<b>INSTALLATION LABOR</b>							
Description	Date	Start Time	# of Equip/ Person	Approx Hrs Per Person	Total Hours	Hourly Rate	Estimate Total
<b>DISMANTLE LABOR – Allow sufficient time for empty containers to be returned to your booth</b>							
<b>Install Labor \$</b> _____		<b>+ 8.375% tax</b> _____		<b>+ Dismantle Labor \$</b> _____		<b>= TOTAL \$</b> _____	

# TERMS & CONDITIONS – PAYMENT & LABOR

**METROPOLITAN**  
exposition

115 Moonachie Avenue  
Moonachie, NJ 07074

Ph: 201.994.1300 Fax: 201.994.1350

## 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 Method of Payment 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 may order or services placed at show site must be paid 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 an/or 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.