



## SMART CITY ELECTRIC

### Terms and Conditions

#### General Terms

1. Exhibit booths will be inventoried at the show site and any additional service used will be added to the final bill at the Standard Rate. Additional on-site fees may apply. **Smart City is hereby authorized to charge Customer's credit card for any additional amounts incurred as well as any initial charges not otherwise paid.**
2. Rates include bringing services (up to 100 Amps) to the rear of standard booth or to the nearest floor port inside an island booth. There are additional charges for services greater than 100 Amps. **All work performed within booth to place services in other locations will be charged on a time and material basis. A connect and disconnect fee will be incurred for all connected service, whether connected direct or otherwise.**
3. **Incentive Rate applies to orders received 14 days prior to the 1<sup>st</sup> day of the SHOW MOVE-IN date. All others are at the Standard Rate.**
4. **PAYMENT IN FULL IS REQUIRED WITH YOUR ORDER. PAYMENTS NOT RECEIVED PRIOR TO SHOW MOVE-IN WILL BE COLLECTED AT THE STANDARD RATE. SERVICE WILL NOT BE ACTIVATED UNTIL PAYMENT IS RECEIVED.**
5. Unless otherwise directed, Smart City Electric, Inc. is authorized to cut floor coverings to permit installation of service.
6. Straight time labor for an electrician is Monday thru Friday 8am-4:30pm.....\$90.00/Hr. There is a one-half hour minimum charge. Double time rates apply before 8:00am and after 4:30pm Monday thru Friday; all day Saturday, Sunday and on Holidays. All other times Saturday, Sunday, Holidays.....\$ 180.00/Hr (1/2 hour increments).
7. Additional labor must be requested by the Customer at the Service Desk. **LABOR MUST BE ORDERED 24 HOURS IN ADVANCE IN ORDER TO HAVE STAFF AVAILABLE.**
8. Supervision time will be charged at the rate of one-half hour for each four hours of labor.
9. Customers requiring 24-hour service, clean or dedicated lines, will be charged Standard Rates plus 25%. Special notice must be given to Smart City Electric, Inc. at our Service Desk.
10. Smart City Electric, Inc. accepts payments in U.S. dollars, checks drawn on a U.S. bank, wire transfers or the following credit cards: (Amex, MasterCard, Visa,). Make all checks payable to: **Smart City**.
11. There will be a \$50 service charge for all returned checks.
12. Mail order with check to: Smart City Electric, Inc., 5795 W. Badura Ave, Suite 110, Las Vegas, Nevada 89118
13. Credit card charges are limited to \$10,000/order. Orders exceeding \$10,000 must be paid by company check or money order. Checks must reference Facility and Show Name. Please contact Smart City for wire / ACH transfer instructions. Payer is responsible for all service charges. Credit card limits are at the discretion of Smart City.
14. Purchase orders are not accepted as a form of payment but as a convenience can be referenced on Customer's invoice upon prior written request.
15. Any refunds due in the amount of \$10.00 or less will not be refunded.
16. Any unpaid balance at close of show will incur a 1.5% monthly service charge (or, if lower, the highest rate permitted by law), or \$10 minimum. Additionally, any further collection costs and fees will be the responsibility of Customer.
17. Tipping is not permitted. Any request from personnel for gratuities should be reported to Management immediately.
18. Smart City Electric, Inc. is not responsible for voltage fluctuations or power failures on service lines.



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19. Wall and post outlets are not part of booth space. Separate outlets must be ordered for each location to be connected. All material and equipment furnished remains the property of Smart City Electric, Inc. The rates listed include necessary City Permits and inspection by The City of Houston enforcing National Code.
20. The Electrical General Foreman is obligated to refuse connections when wiring is not in accordance with the City Electrical Ordinance. Local Ordinance prohibits more than two connections per outlet box. To prevent overloading of circuits, customer shall not be permitted to add wattage, except by ordering at the Service Desk.
21. Orders placed via an order form must be submitted on a valid order form or pricing will not be honored.
22. **CANCELLATION** - There is a minimum \$150 or 10% cancellation fee (whichever is higher) plus any applicable taxes and surcharges that may apply on all orders of \$1500.00 or more. Orders less than \$1500.00 will incur a 10% cancellation fee plus any applicable taxes and surcharges that may apply. Cancellations must be in writing. Additional cancellation charges will apply for orders that have already incurred labor, material and/or engineering costs. Some non-standard services and Special Requests cannot be cancelled once ordered and will incur full charges listed/quoted. Credit will not be given for services installed and not used.

### IT IS IMPORTANT THAT YOU REVIEW THE FOLLOWING ITEMS CAREFULLY TO UNDERSTAND YOUR SAFETY AND RESPONSIBILITY REGARDING ELECTRICAL POWER

1. All equipment provided by customer must comply with all National Electrical Codes, and state and local safety codes.
2. 2-Wire cords (Ripcords or Zip cords) are unacceptable unless the cord is a component part of an assembly which is specifically approved. All electrical material and equipment must be properly grounded.
3. **SAFE WIRING IS ESSENTIAL:** Smart City Electric, Inc. is responsible for the total electrical distribution system and the linking of all items in an exhibit with the power services of the building. All electrical work must be done by the building electricians, including installation of all cords under carpets. **SERIOUS RISKS** are involved which can be reduced with accurate understanding of basic requirements. **Safe wiring inside an exhibit area is essential.**
4. **All electrical cords must be the three-wire, grounded type.** All exposed non-current carrying metal parts of fixed equipment which are liable to be energized shall be grounded.
5. Each motor of 1 HP or over must be equipped with a fusible switch.

### Horsepower to Amp Conversion Chart

For other requirements call Smart City Electric, Inc. at (713)853-8900

Volts	.75 HP	1.5 HP	2 HP	3 HP	5 HP	7.5 HP	10 HP	15 HP	20 HP	25 HP	30 HP	40 HP	50 HP
<b>120 1Ø</b>	20	30	30	45	-	-	-	-	-	-	-	-	-
<b>208 1Ø</b>	15	15	20	30	45	60	85	-	-	-	-	-	-
<b>208 3Ø</b>	15	15	15	20	30	45	60	60	100	100	-	-	-
<b>480 3Ø</b>	15	15	15	15	15	20	30	30	45	60	60	85	100



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#### Addendum for Plumbing Services

1. Connection rates listed include bringing service from main line to the rear of the booth or to the floor port inside island booth. **All work performed within booth attaching lines to equipment will be charged on a time and materials basis in addition to connection fees. A separate connection fee will be made for each piece of equipment using connected service, whether connected direct or otherwise.**
2. Straight time labor is \$90.00 per hour. There is a one-half hour minimum charge. Double time rates apply before 8:00AM and after 4:30PM Monday thru Friday; all day Saturday, Sunday and on Holidays.
3. All material and equipment furnished remains the property of Smart City Electric, Inc. It will be the responsibility of the customer to furnish air filters, dryers, and regulators.
4. NATURAL GAS NOTE: Pressure may vary. No guarantee can be made of minimum pressure. If pressure is critical, customer should arrange to have a pressure regulator valve installed. Prices do not include labor and material.

(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 Customer to receive any Communications Service will be terminated if this Agreement is terminated for any reason; 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 Customer's lease of space in the building and shall not affect 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 of Customer's obligations to the Facility under any lease or any other occupancy agreement between Customer and the Facility.

## LIMITATION OF LIABILITY

**DISCLAIMER OF WARRANTY.** THE FOREGOING CONSTITUTE SMART CITY'S 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.

**Indemnification.** Customer agrees to indemnify, defend, and hold harmless Smart City, its affiliates, and its 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 Customer's representations, warranties, covenants and agreements set forth in the Customer Contract or to the extent attributable to Customer's negligence or willful misconduct.

In claiming any indemnification hereunder, Smart City shall promptly provide Customer with written notice of any claim which Smart City believes falls within the scope of the foregoing paragraphs. Customer may, at its own expense, assist in the defense if it so chooses, provided that Smart City may, if it elects, control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind Smart City shall not be final without Smart City's written consent, which shall not be unreasonably withheld.

The terms of these provisions shall survive the expiration or termination of the Customer Contract.



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**LIMITATION OF LIABILITY.** CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES IS SMART CITY LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF THE SYSTEMS OR SMART CITY'S SERVICES OR OBLIGATIONS UNDER THIS AGREEMENT EVEN IF SMART CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, CUSTOMER'S EXCLUSIVE REMEDY AND SMART CITY'S ENTIRE LIABILITY TO CUSTOMER FOR ANY REASON UPON ANY CAUSE OF ACTION ARISING OUT OF THE SYSTEM OR SMART CITY'S SERVICES UNDER THIS AGREEMENT SHALL BE THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SMART CITY WITH RESPECT TO THOSE DEFICIENT SERVICES.

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.

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.