

Terms and Conditions / Payment Options

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| <ol style="list-style-type: none"> 1. Smart City is the exclusive provider and installer of all Voice, Data and Network services (wired and wireless) including communications cabling. This includes all cabling to meeting rooms, booths, within booths (under carpet and flooring), fiber optic, twisted pair (Category 3, 5 and 6), coaxial and all other data and telecommunications related cabling. 2. The use of the network connection(s) provided by Smart City may be used only by the directors, officers and employees of the Company, its guests, its agents and consultants while performing service for the Company and cannot be resold or distributed to other companies or individuals. 3. All devices for which Smart City directly or indirectly provides Internet / Network connectivity must pay a device charge or purchase a Smart City assigned IP address. 4. Incentive Price applies when a completed order with payment is received no later than 14 days prior to the first day of show move-in. Base Price applies to (a) all orders received from One (1) to Thirteen (13) days before show move-in has started or (b) orders received on or before the 14 day Incentive Deadline without payment (c) orders placed on site or after show move-in has started will be at Base Price plus an additional 20% X Base Price. 5. Internet / Network – 10 / 100 Mbps, full-duplex, auto-sensing Ethernet access to our backbone, with shared or dedicated Internet access up to 128 Kbps or greater (depending on service ordered) via an RJ-45 jack, is provided for each connection ordered. 6. Shared Internet Services Specific: Routers, Streaming Applications, VoIP, DHCP, NAT or Proxy Servers are not allowed with any of our shared Internet / Network services. This includes, but is not limited to, NetPremium, NetStandard, NetBasic, and NetExpress. Smart City can engineer a custom dedicated network(s) to accommodate such special requests. Please call for quote. 7. Rates listed include a single IP address, standard installation to the booth in the most convenient manner and does not include computer equipment, NIC card, TCP / IP software or power to the booth. 8. Limited Availability: T-1 / DS-3 and other special circuit orders must be placed 45 days prior to show move-in date due to limited availability and to avoid additional charges. 9. Wireless Specific: (a) Smart City is the exclusive provider of voice, wired and wireless data service(s) for the Facility. Wireless Devices not authorized by Smart City are strictly prohibited. Customer(s) that desire to showcase their wireless products must contact Smart City 21 days in advance of show move-in to investigate the potential of Smart City engineering a customized cohesive network to operate without interference to other Customer(s), (applicable charges may apply). (b) The use of any wireless device that interferes with the facility's 2.5 / 5.8 GHz wireless data frequency range is prohibited and subject to disconnection at the Customer expense. 10. Unless otherwise directed, Smart City is authorized to cut floor coverings to permit installation of service. | <ol style="list-style-type: none"> 11. Internet Performance Disclaimer: Smart City does not guarantee the performance, routing, or throughput; either expressed or implied, of any data circuit(s) connectivity with regards to the Internet and / or Internet backbone(s) beyond the Facility. 12. Only Smart City personnel are authorized to modify system wiring or cabling. Material and equipment furnished by Smart City for this service contract shall remain the property of Smart City. 13. CANCELLATION – There is a minimum \$150 Cancellation fee. Cancellations must be in writing. Additional cancellation charges will apply for orders that have already incurred labor, material, and / or engineering costs. Some broadband services and special circuits cannot be cancelled once ordered and will incur full charges listed / quoted. Credit will not be given for service(s) installed and not used. 14. Service problems must be reported to the Smart City Service Desk. Service claims will not be considered unless filed in writing by Customer prior to close of show. 15. Any additional cost incurred by SMART CITY to: 1) assist in trouble diagnosis or problem resolution found not to be the fault of SMART CITY or 2) collect information required to complete the installation that customer fails to provide (i.e. floor plans or special circuit numbers) may be billed to the Customer at the prevailing rate. 16. Equipment Management: (a) Customers should pick up hubs, wireless devices, telephone instruments and other rental equipment at the Smart City Service Desk. (b) The Customer will be fully responsible for the protection and safekeeping of rental equipment and will be responsible for returning all rental equipment to the Smart City Service Desk within one (1) hour following close of the show. 17. The prices listed on this contract do not include Federal, State, Local or Other Taxes and Tax surcharges. Taxes / Tax surcharges will be included on your final bill. Federal Tax ID is 65-0524748. 18. NOTE: THE CUSTOMER IS RESPONSIBLE FOR ALL INTERNATIONAL LONG DISTANCE AND OTHER APPLICABLE CHARGES AGAINST ASSIGNED TELEPHONE NUMBER(S) 19. All Single Line, Multi-Line, and Dedicated Line Telephone services include Directory Assistance, Information, "0+", Operator assisted, 1-800, 950, credit card type call usage and unlimited Domestic Long Distance. International Call charges will apply. 20. Long Distance (International Calls) and Line Restrictions: (a) Toll restriction will block lines to local only or local and "1-800" calling only. All other "1+" or "0+" dialing will be blocked (this includes all long distance access). (b) All lines will be blocked from "976" and "900" dialing unless otherwise requested. Additional deposits may be applicable. (c) Smart City will provide a detailed listing of all toll / billable type calls made from applicable services. Additional LD deposits required for Intl companies. 21. A per line move fee starting at \$100 (Telephone), \$200 (Internet) may apply to relocate the line(s) after it is installed. 22. Prices are based upon current rates and are subject to change without notice. |
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(1) All Customer contracts and agreements are solely between SMART CITY and the prospective Customer; (2) SMART CITY is not the employee, agent or partner of the Facility; (3) The Facility is not a party to, nor shall it have any obligations or liabilities whatsoever to any Customer, under any Customer Contract including without limitation, the obligation to provide any of the services covered by such Customer Contract; (4) No representations or warranties are being made by the Facility with respect to any Customer Contract or any Communications Services; (5) The right of the Customer to receive any Communications Service will be terminated if this Agreement is terminated for any reason provided therein; and the Facility will have no obligation to continue providing such service unless the Facility elects in its sole discretion to continue to provide such services itself or through a third party; (6) The provisions of the Customer Contract are separate and independent from the provisions of the Customer's lease space in the building and shall not affect the Customer's obligations under such lease and without limiting the foregoing, in no event shall any default by SMART CITY under the Customer Contract or any failure with respect to any Communications Services have any effect on any Customer's obligations to the Facility under any lease or any other occupancy agreement between such Customer and the Facility.

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| <ol style="list-style-type: none"> 23. A valid Credit Card number with signature MUST be on file regardless of payment method. For your convenience we will use this authorization to charge your credit card for any additional amounts incurred. 24. Smart City accepts payments in US dollars, Checks drawn on a US bank, Wire Transfers or the following Credit Cards: (Amex, MasterCard, Visa.). Make all checks payable to: Smart City. 25. Due to the cost of processing checks, any refunds due in the amount of \$10.00 or less will not be refunded except upon written request. | <p style="text-align: center;">Mail or Fax Completed Orders with Payment and Floor Plan To</p> <p style="text-align: center;">SMART CITY
5795 W. BADURA AVENUE, SUITE 110
LAS VEGAS, NEVADA 89118
(888) 446-6911 FAX (702) 943-6001</p> |
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Customer Acceptance of All Smart City Terms and Conditions / Attachments:

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

Print Authorized Name	Authorized Signature	Date
FOR SMART CITY USE: Payment Rec'd (Amount):	Customer No: 2010 - 017 - 631 -	

ORDER ON LINE: www.smartcity.com/orders/placeorder.asp

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

Network Security Declaration

Center: Henry B Gonzalez CC (017) - Tx

Company Name: _____

Show: NURSERY/LANDSCAPE EXPO

Booth / Room #: _____

Customer / Ref #: 2010 - 017 - 631 -

The Network Security Policy implemented for this Facility requires Customer(s) adherence to several necessary precautions in order for Smart City to maintain a healthy, viable network for all Customers. This declaration of compliance with the security requirements as noted herein is an acknowledgement of Smart City's filtering policies and must be completed, signed by an authorized Customer representative and mailed or faxed to Smart City prior to the requested network service(s) being activated for Customer's usage.

Network Security Policy:

Smart City requires that all devices directly or indirectly accessing Smart City's network(s) have the latest virus scan software, Windows® security updates, system patches, and any other technological precautions necessary to protect the Customer(s) and others from viruses, malicious programs, and other disruptive applications. Any device(s) which adversely impacts Smart City's network(s) may cause service interruptions to Customer(s) which can lead to disconnection of the Customer's equipment from the network(s), with or without prior notice at Smart City's sole discretion. The device(s) in question will remain disconnected until all issues are adequately resolved. All charges will apply and no refunds will be given. Additional charges may apply for trouble diagnosis and / or problem resolution.

Smart City has implemented filtering policies on all Internet routers. These filters block all inbound Internet Control Message Protocol (ICMP) -- Ping, Traceroute, etc. -- destined to any Smart City Network(s). Smart City understands that Ping and Traceroute are valuable troubleshooting tools; therefore Smart City's Policy does allow ICMP (Ping & Traceroute) packets sourced from any Smart City network(s).

Further, to avoid infection by common Internet worms (Nachi, MSBlaster, LoveSAN, etc.), Smart City has implemented similar filters on the following TCP and UDP port numbers: UDP – 137, 138, 402, 1434 and TCP – 135, 139, 402, 445, 4444.

Customers requiring inbound or outbound access to any of the filtered ports, should contact a Smart City customer service representative in advance of the event with details of the specific requirements so that Smart City may consider the potential of a customized alternative.

Each Customer's business is important to Smart City and with advanced and timely notification of a Customer's needs we are confident that we can provide network services that perform as expected for all clients.

***** Please inform all show site personnel about the importance of Smart City's Network Security compliance issues *****

***** Services are activated after Smart City is in receipt of this signed declaration of compliance with our network security requirements *****

Are You Renting Computers? Yes No Rental Company Name: _____

Rental Company Contact: _____ Contact Number: _____

Device(s) Operating System: _____ Total # of Devices: _____

Type of Anti-Virus Software Installed: Norton McAfee Other: _____

Virus Scan Last Updated: _____ Date Security Updates Last Performed: _____ Date

With execution of this document the Customer hereby attests that Customer provided equipment, which will be connected to Smart City's network(s) at the above noted Facility and Show / Event has been properly protected, contains anti-virus software, and the latest patches and security updates have been installed. Customer(s) also accepts the responsibility for the performance of Customer's equipment and understands the conditions placed on service delivery by this document as well as the potential that additional charges may be incurred should Customer's equipment be found to adversely impact Smart City's network(s) performance. The Customer acknowledges that this Network Security Declaration is part of the Customer Contract allowing Smart City to provide requested service(s) and is subject to change without notice.

Signature

Date

Printed Name

Title



Floor Plan – Communications Cable

Center: Henry B Gonzalez CC (017) - Tx

Company Name: _____

Show: NURSERY/LANDSCAPE EXPO

Booth / Room #: _____

Customer / Ref #: 2010 - 017 - 631 -

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

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

Adjacent Booth or Aisle# _____

Adjacent Booth or Aisle# _____

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

T = Location of Telephones, Fax lines or other telecommunications equipment "T".

I / H / PC / C = Location of primary Internet Service "I", Hubs "H", Patch Cables "PC" and / or Computers "C". For Smart City to perform your floor work, you will need to indicate the location of each item you want cabled. Make sure to order your floor work, hubs, and patch cables early and in advance of the show moving in.

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

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

