



EXHIBITOR SERVICE KIT (INFORMATION AND ORDER FORMS)

**California CUPA Annual Training Conference
Hyatt Regency SFO, 1333 Old Bayshore Hwy, Burlingame, CA 94010
February 3-6, 2020**

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IMPORTANT	To order Electrical Service for your space, please contact Sheryl Baldwin at sheryl@ccdeh.com

Welcome CUPA Exhibitors,

Curtin Convention & Exposition Services, Inc. is pleased to serve as the General Service Contractor for this event.

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 at (415) 883-7818 or info@curtinconvention.com for any additional services you may need.

We look forward to assisting you towards a successful exhibit at CUPA.

All orders must comply with Curtin’s payment terms and conditions as specified in this Exhibitor Service Kit.

California CUPA Annual Training Conference

Hyatt Regency SFO, 1333 Old Bayshore Hwy, Burlingame, CA 94010
February 3-6, 2020

Curtin Convention & Exposition Services, Inc.
2269 Chestnut Street, Suite 628
San Francisco, California 94123

Phone: 415-883-7818
Fax: 415-883-1755

Online Ordering: <http://www.curtinconvention.com/order-now/>
eMail Order Forms or Questions: info@curtinconvention.com

Booth Space Information

- Exhibit Location #1:** Grand Peninsula Ballroom
Booth Size: 8’ deep x 10’ wide
Exhibit Location #2: Grand Peninsula Foyer
Booth Size: 8’ deep x 10’ wide (Booth spaces 19-25)
Booth Size: 6’ deep x 8’ wide (Booth spaces 1-16)
Tabletop Spaces: 6’ long x 2’ wide Tabletop Space (TT Spaces: 67, 68 & 71)
Backwall/side Drape: Booth spaces will be set with **Black/White/Black** back drape and 3’ high **Black** side drape. *Tabletops spaces do not include drape.
Booth Spaces include: (1) 6’ **Black** Skirted Table, (2) Side Chairs and (1) Wastebasket
Tabletop Spaces include: (1) 6’ **Black** Skirted Table, (1) Side Chair and (1) Wastebasket
ID Sign: 7” x 44” 2-line sign to include Booth # and Company Name as provide by CUPA
Carpet: Ballroom and Foyer are both carpeted

Important Dates and Deadlines

First day freight can arrive to warehouse	Friday	January 3, 2020
Last day to receive Advance Price on additional furniture, posterboards, labor, and signs	Tuesday,	January 14, 2020
Advance Freight paperwork and payment due	Thursday	January 30, 2020
Last day Freight can arrive at the warehouse	Thursday	January 30, 2020, by 2pm.
Deadline to cancel Display Labor	Thursday	January 30, 2020
Foyer Exhibitor Set-Up Times:	1:00pm to 5:00pm	Monday February 3, 2020
Grand Peninsula Ballroom Set-Up Times:	3:30pm to 4:45pm	Monday February 3, 2020
Exhibit Hours/Reception:	4:45pm to 6:00pm	Monday February 3, 2020
Exhibit Hours:	7:00am to 4:45pm	Tuesday February 4, 2020
Reception:	4:45pm to 6:00pm	Tuesday February 4, 2020
CUPA Cup:	6:00pm to 9:00pm	Tuesday February 4, 2020
Exhibit Hours:	7:00am to 4:45pm	Wednesday February 5, 2020
Reception:	4:45pm to 6:00pm	Wednesday February 5, 2020
Exhibit Hours:	7:00am to 1:00pm	Thursday February 6, 2020
Exhibit Teardown Hours:	1:00pm to 3:00pm	Thursday February 6, 2020
Earliest time Freight can be picked up:	1:00pm	Thursday February 6, 2020
Show floor must be clear by:	3:00pm	Thursday February 6, 2020

Advance Warehouse Shipping Address & Please Label as follows: *Material Handling Charges apply

Advance Shipments to the Warehouse:

TO: (Company Name and Booth Number)
FOR: CUPA Annual Training Conference
C/O: YRC Freight/Curtin Convention
499 Valley Drive - Brisbane, California 94005

Shipments must arrive during the below timeframe:

January 3 to January 30, 2020

*Warehouse hours: 7am to 3pm (Monday-Friday) Closed on Weekends and Holidays.

Advance Warehouse Information

Advance Warehouse:

- The Advance Warehouse receives and stores advance shipments up to 30 days prior to the first day of move-in of the conference.
- Shipments sent to the Advance Warehouse prior to the deadline date will be delivered to your booth space the morning of the listed Exhibitor set up date.

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 shipments through US Customs.
- If you have any questions, please contact your shipping company.

Advance Warehouse/Material Handling Charges in and out of Booth space include:

- Labor and equipment to unload shipment from your shipping company.
- Storage up to 30 days in advance at the advance freight receiving 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 shipping companies and private owner vehicles

Deadline:

- **Thursday, January 30, 2020, by 2pm.**
- Shipments received after **Thursday, January 30, 2020** will be charged a 25% surcharge fee, plus a transit charge from the Advance Warehouse to the conference facility. Transit charges will be determined at the time of the receipt of the Late Freight

Showsite Shipping Address: Material Handling Charges apply

Direct Shipments to Showsite:

TO: (Company Name and Booth Number)
FOR: California CUPA Annual Training Conference
C/O: Hyatt Regency SFO/Curtin Convention
1333 Old Bayshore HWY, Burlingame, CA 94010

IMPORTANT: Shipments must NOT arrive prior to below date:

February 3, 2020, between 8am to 4pm.

*Onsite contact for Driver: Greg Pacheco/Cell (408) 674-8470

Showsite Information: *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 of trade show freight materials and the handling of empty containers.

All Private Owner Vehicles and Third Party Carriers will be unloaded/loaded at the facility'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 of 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 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 will be weighed 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 owner vehicles and third party shipping companies will be unloaded/loaded at a charge of \$155.00 per 100 lbs. with a 200 lb. minimum per vehicle. This price includes unloading and reloading after the trade show. Please refer to the Material Handling Order Forms enclosed in this Exhibitor Service Kit for rates and description.

Outbound Shipping Information: after the close of the conference

Exhibitors using the Official Show Carrier:

- 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 at showsite.

Exhibitors NOT using the Official Show Carrier:

- Exhibitors are responsible for providing CURTIN with a Bill of Lading containing outbound shipping information.
- Exhibitors not using YRC FREIGHT must arrange with a carrier to pick up materials at the Facility's Loading Dock after **1:00 pm, Thursday, February 6, 2020**.
- All materials must be off the show floor by **3:00 pm, Thursday, February 6, 2020**.
- 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 **3:00 pm** will be shipped out via YRC FREIGHT at the Exhibitor's expense.
- CURTIN is not responsible for shipments left in booth by exhibitor.
- Please make sure all Drivers have our Teamster Foreman's name and cell number for the pick up: Greg Pacheco/Cell (408) 674-8470.

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 (**January 14, 2020**) to show installation.

Payment may be made by:

- Company or Personal Check – mail with order forms.
- 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:

Stated below are 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 laying 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.

Limits of Liability & Responsibility

- 1.** CURTIN and its contractors shall not be liable for damage, loss, or delays due 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 an outbound shipping company. 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.
- 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 month 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.

Limits of Liability & Responsibility

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 the close of the 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 14 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 14 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, Title, 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.

While the industry standard petroleum surcharge is 4%, Curtin has enacted an increase of 2% 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 support.

Event/Convention California CUPA Annual Training Conference		Booth Number(s)	
Company Name		Order Date	
Address	City	State	Zip
Email Address	Name	Phone Number	

Forms and Payment

CURTIN order forms and payment should be emailed, mailed or faxed directly to CURTIN at info@curtinconvention.com or fax (415) 883-1755.

ALL OTHER order forms (Electrical & etc) and payments should be emailed or faxed directly *to the appropriate company providing these services*. Contact information is located on the other forms enclosed.

Please see PAYMENT POLICY ENCLOSED

Recap of Payment

CURTIN Order Forms only

FURNITURE	\$ _____
POSTERBOARDS	\$ _____
CLEANING	\$ _____
BACKWALL & CUBE COUNTER	\$ _____
DISPLAY LABOR	\$ _____
SIGNS*	\$ _____
FREIGHT HANDLING	\$ _____
<i>SUB-TOTAL</i>	\$ _____
2% Petroleum Surcharge	\$ _____
<i>SALES TAX</i>	\$ _____

*(Note: 8.50% Sales Tax applicable on Signs ONLY)

TOTAL (U.S. dollars) \$ _____

Event/Convention California CUPA Annual Training Conference		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 along with your CURTIN orders

Exhibitors using this CREDIT CARD CHARGE AUTHORIZATION Form may FAX form with accompanying CURTIN Order Forms to: (415) 883-1755 or scan/email to info@curtinconvention.com

***IMPORTANT: If emailing this form, please leave the Account Number and Security Code off the form. Curtin Staff will contact you for that information.**

Card Type: 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 Street Address: _____

City/State/Country/Zip or Postal Code: _____

Telephone Number: _____

For your convenience, we will use this authorization form to charge your credit card for any additional amounts incurred as a result of showsite orders placed by your representative. These charges will include labor and freight handling as applicable.

Event/Convention California CUPA Annual Training Conference		Booth Number(s)	
Company Name		Order Date	
Address	City	State	Zip
Email Address	Name	Phone Number	

***EACH BOOTH SPACE INCLUDES: (1) 6' Skirted Table, (2) Chairs and (1) Wastebasket. Please use this form for ADDITIONAL Furniture only.**

CHAIRS:	Advance	Regular	TABLES:	Advance	Regular
Side Chair, Plastic, Grey or Black	\$88.00	\$108.00	(30" High, White Vinyl Top and Pleated Skirt on (3) Sides)		
Arm Chair Padded, Grey	\$142.00	\$162.00	4' X 2' Display Table	\$167.00	\$187.00
Stool, Padded, Grey or Black	\$98.00	\$118.00	6' X 2' Display Table	\$195.00	\$205.00
			8' X 2' Display Table	\$220.00	\$240.00
			4th side draped (additional)	\$56.00	\$66.00
CARPET:			*Undraped Tables will be charged less \$10.00 off above prices.		
10' Booth Carpet	\$214.00	\$284.00	DISPLAY COUNTERS:		
20' Booth Carpet	\$428.00	\$578.00	(42" High, White Vinyl Top and Pleated Skirt on (3) Sides)		
30' Booth Carpet	\$642.00	\$852.00	4' X 2' Display Counter	\$197.00	\$207.00
*Larger sizes available upon request.			6' X 2' Display Counter	\$225.00	\$245.00
CARPET PADDING:			8' X 2' Display Counter	\$253.00	\$273.00
10' Booth Carpet	\$107.00	\$142.00	4th side draped (additional)	\$66.00	\$76.00
20' Booth Carpet	\$214.00	\$289.00	*Undraped Counters will be charged less \$10.00 off above prices.		
30' Booth Carpet	\$321.00	\$426.00	ROUND TABLES: (Tablecloth is included; indicate White or Black)		
*Larger sizes available upon request.			36" diameter X 30" high	\$240.00	N/A on site
RISERS:			30" diameter X 42" high	\$240.00	N/A on site
(Covered with White Vinyl)			BOOTH ACCESSORIES:		
4' Long x 10" High x 8" Deep	\$65.00	\$96.00	Wastebasket	\$24.00	\$36.00
6' Long X 10" High X 8" Deep	\$81.00	\$104.00	Easel	\$65.00	\$85.00
8' Long x 10" High x 8" Deep	\$99.00	\$114.00	Bag Rack	\$151.00	N/A on site
			Literature Rack	\$155.00	N/A on site
			Evaluation Box	\$76.00	N/A on site

PLACE ORDER HERE (Please Print Clearly)

Table/Counter Skirt Color (Show Color will be provided if no color is indicated below):

- Blue Red Violet Silver White Burgundy Black 4th Side Drape Undraped

Carpet Color: Blue Red Grey Black

Quantity	Description	Price	Total Price

TOTAL THIS PAGE (U.S. FUNDS) = _____

Payment Policy: To obtain the advance pricing, full payment must be included with your order and 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%. **Advance Order Discount Deadline Date: 01/14/20.**

Event/Convention California CUPA Annual Training Conference			Booth Number(s)	
Company Name			Order Date	
Address		City	State	Zip
Email Address		Name		Phone Number

For Specialty Furniture, please log on to our Website at <http://www.curtinconvention.com/specialty-furnishings/>
 Click on the PDF to view the complete catalog with the pricing guide on the final few pages.

Examples of Specialty Furniture include couches, stage chairs, side tables, bar stools, powered pieces and much more are shown below.



To order Specialty Furniture or Items, please complete the below grid. Selections will be filled based on inventory availability. If the item(s) are unavailable, a Curtin representative will contact you.

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

TOTAL THIS PAGE (U.S. FUNDS) = _____

Payment Policy: To obtain the advance pricing, full payment must be included with your order and 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%. **Advance Order Discount Deadline Date: 01/14/20**

Event/Convention California CUPA Annual Training Conference		Booth Number(s)	
Company Name		Order Date	
Address	City	State	Zip
Email Address	Name	Phone Number	

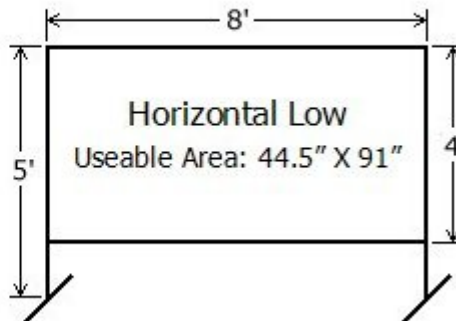
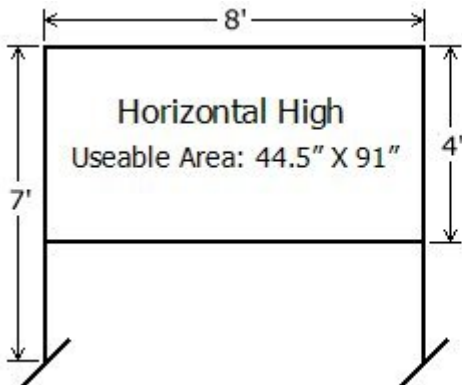
Posterboards are covered in Dove (light gray) Braelok, and are acceptable for push pins or Velcro. The useable area is 44.5" High X 91" Wide.

*Horizontal High stands 7' tall and Horizontal Low stands 5' tall

Please note that Posterboards cannot be ordered at show-site.

Please indicate below your preference of position.

Quantity	Item	Advance Price	Show Price	Total
_____	Horizontal High	\$ 162.00	\$ 194.00	= _____
_____	Horizontal Low	\$ 162.00	\$ 194.00	= _____
TOTAL THIS PAGE =				_____
(U.S. FUNDS)				



Advance Price Discount Deadline Date: 01/14/20.

Event/Convention California CUPA Annual Training Conference		Booth Number(s)	
Company Name		Order Date	
Address	City	State	Zip
Email Address	Name	Phone Number	

Vacuuming of booth carpet, cleaning and dusting of display background and furnishings, sweeping of booths and emptying of wastebaskets **ARE NOT INCLUDED** in your space rental for this Event.

If you would like to order cleaning for your booth space(s), please complete this form and return to Curtin.

We require the following service:

	PRICE PER DAY PER BOOTH	X # DAYS	X BOOTHS*	= \$ TOTAL
<input type="checkbox"/> Vacuuming before initial opening and daily thereafter. Includes emptying your wastebasket nightly.	\$40.00	_____	_____	= _____
<input type="checkbox"/> Cleaning and dusting of display background and furnishings, before initial opening and daily thereafter.	\$40.00	_____	_____	= _____
			TOTAL THIS PAGE	= _____ (U.S. FUNDS)

Detail special instructions:

Company Name/Booth Number:
Email Address:

3-Panel Backwall 10 ft. wide x 8 ft. tall

3-Panel Backwall 10' wide x 8' tall

\$330 (3) Plain White Panels

\$1134 (3) Panels with Graphics

Your Company Message Here!

Cube Counter 40" tall x 38" wide x 19" deep

\$420 Plain White All Sides

\$630 With a Graphic Kickpanel (front)

Cube Counter

40"t x 38"w x 19"d

Your Branding Here!

Deadline to receive Artwork Files: 01/14/20 All artwork files must be camera-ready to print and received by the above deadline date! The following is the link to the artwork guidelines and the link to upload your camera-ready to print artwork files to our dropbox. Please label your artwork files for CUPA/Company Name.

<http://www.curtinconvention.com/artwork-guidelines>

Design Specs and to place an order: *For Specs; please leave 1.5" around the perimeter free of text or graphics.

- Optional Backwall with 3-Branded Panels: Size artwork to 91.25" tall x 38.25" wide each: 3-Branded Panel set = \$1,134.00/per set Yes: _____
- Optional Backwall 3-Plain White Panels: 3-White Panel set = \$ 330.00/per set Yes: _____
- Cube Counter with Branded Front Panel: Size artwork to 35.1/2" tall x 38.25" wide each: Cube Counter/Front Panel = \$ 630.00/per unit Yes: _____
- Optional Cube Counter 2-sides Branded: Size artwork to 31" tall x 18.25" wide each: 2-side panels Branded = \$ 44.00/each Yes: _____
- Cube Counter/Plain White Panels: Cube Counter/White Panels = \$ 420.00/per unit Yes: _____

*Prices above includes tax and shipping. *Labor Charges do apply and will automatically be applied to your order. Labor Rates are based on the set up/removal dates & times. \$136/ST, \$179/OT or \$222/DT

Add labor to install (example: 1.5 hrs x \$136/ST = \$204) and add labor to remove (example: 1 hr x \$179/OT = \$179)

See Exhibitor Service Kit for additional furniture options.

*Prices are subject to change.

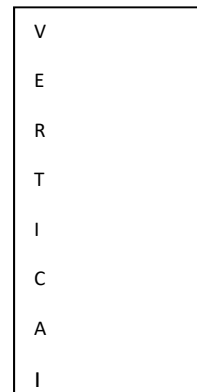
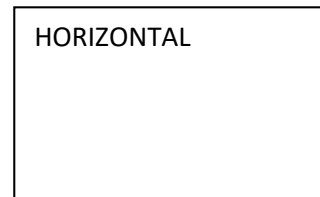
Event/Convention California CUPA Annual Training Conference		Booth Number(s)	
Company Name		Order Date	
Address	City	State	Zip
Email Address	Name	Phone Number	

When ordering signs, it is advisable to put the MINIMUM number of words on your sign. Cluttered signs most often are not read. Your message should ONLY include "highlight" wording to obtain interest.

SPECIAL NOTE: Please indicate the quantity of signs you require under "Number of Signs" on the line opposite each size desired. Be sure to make your entries in the proper section – horizontal or vertical – according to your requirements.

according to your requirements.

HORIZONTAL:	Quantity	Size W x H	Advance Price	*Show Price
	_____	14" X 11"	\$ 11.50	\$ 21.50
	_____	28" X 22"	\$ 38.50	\$ 48.50
	_____	36" X 24"	\$ 53.50	\$ 60.50
	_____	44" X 28"	\$ 76.50	\$ 86.50
VERTICAL:	Quantity	Size	Advance Price	*Show Price
	_____	11" X 14"	\$ 11.50	\$ 21.50
	_____	22" X 28"	\$ 38.50	\$ 48.50
	_____	24" X 30"	\$ 53.50	\$ 60.50
	_____	28" X 44"	\$ 76.50	\$ 86.50



TOTAL this page = _____ (US Funds) *Plus 8.5% Sales tax.

All signs are on white Foam Core. Please indicate the color of the letters or upload camera ready to print files. *See below for link.

- Blue
 Red
 Black
 Easel Back

COPY: (Please print) _____

***Advance Price Discount Deadline Date: 01/14/20.**

Deadline to receive camera-ready to print artwork files: 01/14/20.

Link to artwork guidelines and link to upload artwork files:

<http://www.curtinconvention.com/artwork-guidelines/>

Cancellation Policy: No cancellations or refunds after signage has been produced.

Event/Convention California CUPA Annual Training Conference		Booth Number(s)	
Company Name		Order Date	
Address	City	State	Zip
Email Address	Name	Phone Number	

SET UP: We will require ____ display persons, each person for approximately ____ hours.

DISMANTLE: We will require ____ display persons, each person for approximately ____ hours.

THE EXHIBIT CONSISTS OF ____ SHIPPING CASES (OR CRATES)
(Please do not include cartons of literature or other items)

- Drawings, blue prints and photos are enclosed in case # _____.
- Drawings, blue prints and photos are enclosed with this order.

Please select one of the following installation choices:

CURTIN MAY PROCEED TO INSTALL: Before Exhibitor representative arrives, Curtin will attempt to start the set up of your exhibit as soon as it arrives at your booth space and we will supervise the installation. *The Charge for this service is 30% of the total installation labor bill, with a minimum of \$45.00. This charge applies to dismantle labor as well.

APPROXIMATE STARTING TIME (WAIT TO INSTALL): Curtin will not proceed to install until Exhibitor representative informs the Curtin Service Desk at the showsite they are ready for labor at approximately:

Start Time: _____ (time), _____ (day), _____ (date).

INSTALL AT DEFINITE STARTING TIME: If a definite starting time is selected, Curtin will have display persons available at the Curtin Service Desk. Labor charges will start at the designated labor time. There will be a minimum one hour per person charged if labor is ordered and not used unless cancelled 48 hours prior to time ordered.

Start time: _____ (time), _____ (day), _____ (date).

Rates: There is a one-hour minimum per display person. All labor is subject to union contract changes.

Straight Time: 8:00 AM to 4:30 PM weekdays

- Advance Price: \$136.00/hr. – Regular Price: \$161.00/hr.

Overtime: 6:00 AM to 8:00 AM and 4:30 PM to 10:00 PM weekdays

- Advance Price: \$179.00/hr. – Regular Price: \$204.00/hr.

Double-time: 10:00 PM to 6:00 AM weekdays, all day Saturdays, Sundays and Holidays

- Advance Price: \$222.00/hr. – Regular Price: \$247.00/hr.

*Special instructions from the exhibitor: _____

TOTAL this page = \$ _____ (US Funds)

***Advance Price Discount Deadline Date: 01/14/20.**

***Cancellation Policy: No Refunds or Credits issued after 01/30/20.**

Convention Name: California CUPA Annual Training Conference	
Company Name:	Order Date:
Contact Name:	Booth#
Email Address:	Phone#

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

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 of \$310.00)	Charge
REGULAR SHIPMENTS TO ADVANCE WAREHOUSE Crated shipments via common carrier to the advance warehouse.	\$155.00/cwt x _____ lbs.	\$
REGULAR SHIPMENTS TO SHOW SITE Crated shipments via common carrier to show site. <i>*Shipments will only be received during the listed Set up Dates and Times.</i>	\$155.00/cwt x _____ lbs.	\$
SPECIAL SHIPMENTS or SPECIAL CARRIER TO ADVANCE WAREHOUSE Uncrated, unskidded, or wrapped shipments via common or special carrier. Crate shipments via special carrier (FedEx, UPS, DHL, etc.) to the advance warehouse.	\$185.00/cwt x _____ lbs.	\$
SPECIAL SHIPMENTS or SPECIAL CARRIER TO SHOW SITE 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>	\$185.00/cwt x _____ lbs.	\$
LATE SHIPMENTS – 25% Surcharge Shipments received at the warehouse after 01/30/20 will be charged a 25% surcharge. 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.	25% surcharge added to above fee	\$
TOTAL PAYMENT		\$

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.

Authorized By:	Signature:
-----------------------	-------------------

Convention Name: California CUPA Annual Training Conference	
Company Name:	Order Date:
Contact Name:	Booth#
Email Address:	Phone#

OUTBOUND SHIPPING IS NOT AUTOMATIC

Reforwarding Instructions for outbound shipments at the end of event:

PLEASE READ THE INFORMATION BELOW AND COMPLETE THIS FORM

Exhibitors using the Official Show Carrier:

- YRC FREIGHT is the official show carrier and will be on-site at the close of the show to assist exhibitors with their outbound shipments.
- Bills of Lading and Labels will be provided for those exhibitors using YRC FREIGHT to ship out.

Exhibitors NOT using the Official Show Carrier:

- Exhibitors are responsible for providing CURTIN with a Bill of Lading containing outbound shipping information.
- Exhibitors not using YRC FREIGHT must arrange with a carrier to pick up materials at the facility's Loading Area after **1:00 pm, Thursday, February 6, 2020.**
- All materials must be off the show floor by **3:00 pm, Thursday, February 6, 2020.**
- Representatives must turn in a Bill of Lading to the CURTIN Service Desk prior to leaving the show floor.
- Any material left on the show floor after **3:00 pm** will be shipped out via YRC FREIGHT at the Exhibitor's expense.
- CURTIN is not responsible for shipments left on the tradeshow floor by exhibitor.
- CURTIN will count and ship pieces as we find them in the booth upon removal.
- CURTIN will not be responsible for damage to improperly packed uncrated materials, any concealed damage, loss, theft of materials after they have been delivered to the booth, or before we have picked up materials for loading out of the exhibit area.
- At the close of the show where carriers fail or refuse 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. The exhibitor 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)

YRC Freight [<input type="checkbox"/>]	Air [<input type="checkbox"/>]	Van Line [<input type="checkbox"/>]	Other _____	Private Vehicle [<input type="checkbox"/>]
Return Shipping Address:				
Contact Person/Phone Number:				
Carrier:			Number of Outbound Pieces:	

Important Shipping Dates for the Advance Warehouse:

- First date freight can arrive to the Advance Warehouse: **Friday, January 3, 2020.**
- Last date freight can arrive to the Advance Warehouse: **Thursday, January 30, 2020 - by 2pm.**

Shipping Labels: Instructions and Information

- See sample shipping label below for label instructions.
- Make of copy of your completed shipping label(s) for your reference.
- These shipping labels are for your convenience. If you use your own label, they must contain all of the information shown on the Sample Shipping Label below.
- Cut the completed shipping label(s) out and securely affix the label(s) to each piece in your shipment.

***Sample Shipping Label**

TO: ABC Company **Booth #: 200**
FOR: CUPA 2020 CONFERENCE
C/O: YRC FREIGHT/Curtin Convention
499 Valley Drive
Brisbane, CA 94005
1 of 2

Use for Shipments:

TO: **Booth #:**
FOR: CUPA 2020 CONFERENCE
C/O: YRC FREIGHT/Curtin Convention
499 Valley Drive
Brisbane, CA 94005
_____ of _____

***MUST ARRIVE BY 01/30/2020, by 2pm!**

CUPA 2020 CONFERENCE

If your company plans to use an exhibitor appointed contractor (Installation and Dismantle Company) other than Curtin Convention & Exposition Services, Inc. to erect or dismantle your exhibit, this form must be fully completed and returned to Curtin no later than January 20, 2020. Failure to do so will result in the inability of this exhibitor-appointed contractor to erect or dismantle your exhibit.

In addition, your selected exhibitor-appointed contractor must furnish an original Certificate of Insurance showing general liability coverage and worker's compensation insurance, with coverage of \$1,000,000 valid in the city where the show will be held. Curtin Convention & Exposition Services, Inc., must receive these certificates of insurance no later than January 20, 2020.

***These requirements will be strictly enforced.**

Exhibiting Company _____ Booth Number _____
Exhibitor Contact (Please print) _____ Title _____
Telephone Number _____ Fax _____
Authorized Signature _____ Date _____
Sub-Contractor / Display House _____
Type of Work to Be Performed _____
Contact Name _____
Address _____ City _____
State _____ Zip Code _____ Telephone Number _____
Emergency 24-Hour Telephone Number _____
Estimated Number of Workers _____ Estimated Date of Arrival _____
Return this page completed, via fax to (415) 883-1755 or scan/email to dianna@curtinconvention.com.

NOTES:

- Exhibitor-appointed contractors **cannot** perform any of the following services:
Furniture, Electrical, Plumbing, Telephone, Drayage, Rigging, Booth Cleaning and Catering.
- Exhibitor-appointed contractors must comply with union regulations and hire union personnel from the appropriate union that has jurisdiction over the exhibit area.
- It is the responsibility of the exhibiting company to see that each representative of exhibitor-appointed contractors abides by the Official Rules and Regulations of this Event.

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 or exhibit.services@yrcfreight.com

General Terms and Conditions

Following are the terms and conditions under which the Hyatt Regency San Francisco Airport ("Hyatt") shall make available certain network management services ("Services") to the customer ("Customer") as identified on the Internet Service Order Form set forth on the reverse hereof and the Payment and Credit Card Authorization Form. The Internet Service Order Form and Payment and Credit Card Authorization Form, together with these General Terms and Conditions (collectively, the "Agreement") constitute the full, valid, and binding agreement for the provision and use of the Services. Customer and Hyatt also are parties to a master agreement for conference or meeting services which are to be provided by Hyatt in conjunction with the Services.

1. **Services.** The Services may be provided directly by Hyatt or by SONIFI Solutions, Inc. ("SONIFI") on behalf of Hyatt or by some combination of Hyatt and SONIFI. For purposes of this Agreement, each of Hyatt and SONIFI shall be considered to be the provider ("Provider") for the Services it provides. The Services may include connection to the Internet. In order to provide Internet connectivity, Provider shall (a) manage all data circuits; (b) provide on-site technical assistance, as needed and in the reasonable discretion of the parties; and (c) provide twenty-four (24)-hour telephone support and monitoring of all network and access points from its network operations center, subject to the existence of Force Majeure conditions such as those specified in Section 11.A.
2. **Policies Incorporated by Reference.** Provider's Privacy Policy and Acceptable Use Policy, as such may be amended from time to time in Provider's sole discretion, each of which is posted on Provider's website at <http://www.hyatt.com/hyatt/privacy-policy.jsp> or available upon request, are hereby incorporated by this reference as if fully set forth herein, and Customer shall be bound by the terms thereof.
3. **Configuration by Provider.** In the event that Provider 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 Provider be liable to Customer for any damage, liability or losses caused by such configuration, and Provider makes no representation or warranty that any such configured hardware or software shall 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 and other data sent over the Internet are not guaranteed to be completely secure, and Customer shall not hold Provider responsible for any damages, liability or losses 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 Provider 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. Provider does not warrant the security of any information Customer may forward or be requested to provide to any third parties.
5. **Virus Protection.** Virus Protection is the Customer's complete responsibility. In the event that the Customer introduces a device infected with a virus, or whose device contracts a virus while connected to the network or by means of the Services, it is the Customer's responsibility to remove the infected devices from the network until the virus is eliminated. Provider will assist the Customer in the event of a virus by using standard troubleshooting methods and consultation. Provider will not provide any virus-protection software. Pre-arranged fees and charges agreed upon by the Customer will still apply in the event of network complications due to Customer's virus-infected device.
6. **No Warranties.** Customer acknowledges that it is technically impracticable to provide Services free of faults, and Provider does not undertake to do so. Provider 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 EXPRESS, IMPLIED AND STATUTORY 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 Provider is obligated to facilitate connectivity to the Internet as part of the provision of the Services, Provider 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 Provider to control or manage.
7. **Limitation of Liability.** The parties and their affiliates shall not be liable to each other or any third party on account of any claim, loss, loss of opportunity, lost cost savings, lost revenues or lost profits; consequential, indirect, incidental, special, exemplary or punitive damages; costs, court costs and attorneys' fees; expense or liability suffered, incurred or sustained from any cause arising from or relating to this Agreement, including, without limitation, damages, liability and/or losses 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 the other party relating to its obligations under this Agreement. A Party'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, statute, warranty or on any other legal or equitable ground shall be limited solely to money damages and shall in no event exceed the sums actually paid or actually received for the Services provided pursuant to this Agreement.
8. **Indemnification.** Each Party shall indemnify and hold harmless the others, the owner and manager of the property where the Services are provided, as well as each such party's officers, directors, employees, agents, successors and assigns, from and against any claims which may result from damages, liability or losses caused to a party and/or any third parties by virtue of the use or provision of the Services and any failure thereof and all loss, cost, damage, expense or liability, including, without limitation, reasonable 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 a party to this Agreement. Further, Customer acknowledges that Provider has no control over the content of information transmitted by Customer or its users and that Provider 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 Provider, 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, including, without limitation, reasonable court costs and attorneys' fees.
9. **Service Interruptions, Modifications, and Instructions.** Customer agrees that Provider may, as required in its sole discretion: (a) temporarily suspend the Services for the purpose of repair, replacement, maintenance or improvement of any of Provider's equipment, software, information services 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.
10. **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 10 and the commercial dispute resolution procedures of the American Arbitration Association. Each party shall select one person to act as an arbitrator, and an additional arbitrator shall be chosen by the other arbitrators (all such 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 the venue in which the event takes place. 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 any party.
11. **Miscellaneous.**
 - A. **Force Majeure.** Provider 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 software, or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, telecommunications outages, radio interference, explosions, civil disturbances, acts of terrorism, 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 Provider's reasonable control.
 - B. **No Waiver.** The failure of a 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 or right hereunder. All rights, remedies and defenses available to the parties under this Agreement or applicable rules and regulations, whether legal or equitable, shall be cumulative.
 - 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. **Notice.** 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 fax transmission with acknowledgement 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 venture or employee of the other party, and shall not bind or attempt to bind the other party to any contract or obligation. 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 herefrom 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 State of New York, regardless of its laws or principles regarding conflicts of laws.