



# **DULLES EXPO CENTER (DEC)**

## **Telephone/Internet Services Request**

**Equipment Management:** Exhibitor is responsible for returning all telephone sets and related materials to the Service Desk within 2 hours of the close of the show. You will be charged for non return of the equipment.

CUSTOMER SHOULD PICK UP TELEPHONE SET AND DIALING INSTRUCTIONS AT THE SERVICE DESK.

1. Conditions for processing service order forms are
  - a) Payment and credit card information for service must accompany service request. Date payment is received shall determine the applicable rate.
  - b) Incomplete information regarding hook up or requirement will delay processing.
  - c) Booth number(s) must be identified on face of form.
  - d) Desired location of Telephone/Internet in large booth(s) must be designated, attach floor plan.
  - e) If third party billing is required, service contract must include company name, c/o display house. Display house address and contact name must be indicated on service contract. Payment policy will apply.
2. No credit will be given for equipment or service cancelled after installation.
3. Unless otherwise noted, all material and equipment furnished by DEC for service shall remain the property of DEC and shall be removed only by DEC at the close of the show.

### **Customer's Duties.**

1. Customer will use the equipment in a careful and proper manner. Customer shall not make any alterations, attachments or additions to the equipment without DEC's written consent. Only DEC employees or approved personnel are authorized to modify system wiring.
2. Customer shall be liable for any loss or damage to the equipment arising from Customer's negligence, intentional act, unauthorized maintenance or other cause within reasonable control of Customer, its representatives, employees, agents or invitees.
3. The equipment shall remain the sole and exclusive property of DEC or its assignee.

**Events of Customer Default.** Customer shall be in default hereunder if Customer fails to pay when due any rental payment of service charges or any other indebtedness to DEC, or Customer fails to return the equipment to DEC when required to do so hereunder, or fails to perform or observe any other obligation or covenant to be performed or observed by Customer hereunder.

### **Limitations of Liability.**

1. DEC's obligations under this agreement should not be liable for delay, failure to perform, or damage or destruction, or malfunction of the equipment or services or any consequence of any of the above, caused, occasion or due to fire, flood, water, the elements, labor disputes, or shortages, utilities curtailments, power failure, explosions, civil disturbances, government regulatory requirements, acts of God, or public enemy, war, military or government requisition, shortages of equipment or supplies, and availability of transportation, acts or omissions of anyone other than DEC, its representatives, agents or employees, or any other cause beyond DEC's reasonable control.
2. Claims will not be considered unless filed in writing with DEC by Customer prior to the close of the show identified on this agreement. Any complaint or claim should be brought to the service Desk prior to the end of the event.
3. In no event shall DEC be liable to the Customer or any other party for special collateral, exemplary, indirect, incidental or consequential damages, whether such damages occur either prior or subsequent to, or are alleged as a result of, tortious conduct, failure of the equipment or services of DEC or breach of any of the provisions of this agreement regardless of the form of action, including strict liability and negligence even if DEC has been advised of the possibility of such damages or for any damages caused by the Customer's failure to perform the Customer's responsibilities. Such excluded damages include, but are not limited to, loss of profits, loss of use or interruption of business, toll or other consequential or indirect economic loss.

### **Internet Performance Disclaimer:**

**Lawful Use:** Customer agrees that it shall use DEC's services and the Network only for LAWFUL PURPOSES. Customer shall not knowingly make, cause to be made or assist in making any transmission, retransmission or unsolicited email (i) in violation of Federal or State Law, regulation or rule, (ii) in violation of any copyright (iii) which contains material or communication is threatening or obscene (iv) prohibited by any trade secret or similar restriction, or (v) which is libelous or slanderous. Customer shall indemnify, defend and hold harmless DEC from ANY and ALL claims resulting or alleged to result from (i) Customer's use of the connection provided by DEC and/or any service equipment or software provided by DEC or (ii) fault, negligence or failure of customer to perform customer's responsibility hereunder; (iii) claims against customer by any other party; (iv) any act or omission of any party furnishing services and/or products; or (v) the installation or removal of any and all equipment supplied by any person, including but not limited to DEC.

**Unauthorized Access:** DEC shall not be liable either in contract or in tort, for failure to prevent unauthorized access to Customer's equipment, or for unauthorized access to or alteration, theft, or destruction of client's data files, programs, or information, whether said unauthorized access, theft, destruction, etc. occurs by accident, fraudulent means or devices, or any other methods.

**Customer Use Only:** Customer may not sell, assign, sublet or share it is time, service order or use of the Network or DEC's service without the prior written consent of DEC

**Internet Security Disclaimer:** DEC does not provide security, such as but not limited to firewalls etc. for any data circuit(s) we provide. It is the sole responsibility of the exhibitor or customer to provide any necessary security. Exhibitors are to agree to hold DEC; its agent and contractor harmless for any and all liabilities arising from the use of non-secured data circuits.

**Indemnification:** Customer hereby assumes liability for and agrees to indemnify, protect and hold wholly harmless DEC and its agents, employees, officers, directors and all successors and assignees from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses including reasonable attorney fees which result from or arise out of the negligent or wrongful use of the equipment or the services or from the acts or omissions of the customer or its representative, agents, employees or invitees.

**Entire Agreement/Amendment:** This agreement and any attached supplement(s) constitute the entire agreement between the parties hereto and supersede all prior oral or written discussions or agreements. This agreement may be amended only by written agreement executed by both parties.