



EXHIBITOR TERMS & CONDITIONS

San Diego Convention Center ("Facility")

Payment Policy Agreement ("Agreement")

San Diego Convention Center (SDCC) is the exclusive provider on the Facility property of all Cleaning Services.

No other individuals or companies can perform cleaning services on SDCC property, including other contractors and cleaning services providers (including but not limited to exhibitor-appointed contractors, Official Service Contractors, and decorators), exhibitors, and booth personnel.

1. Cleaning services offered exclusively by SDCC in the Facility include but are not limited to: Disinfection, Cleaning, Exhibitor Booth Carpet Cleaning/Vacuuming, Booth Hard Floor Cleaning/Mopping/Polishing, Booth Porter Service, Booth Carpet Shampooing, Electrostatic Fogging, Carpet Spotting within booths, tents and other locations on the Facility property (inside and outside).
 - a. Exemptions: Typical wiping/cleaning of booth displays, equipment, fixtures, display cases, frequently touched surfaces within the booth and ancillary materials is not covered by this policy and may be accomplished by Exhibitor Appointed Contractors ("EAC") or Official Service Contractors ("OSC").
2. Discount Price applies when a completed order with payment is received no later than 14 days prior to the first day of show move-in. Online orders placed within 14 days of move-in or on-site after show move-in will be priced at the on-site rate.
3. Conditions for processing service order form for on-time service:
 - a. Full payment for service(s) must be made at time of order.
 - b. Booth number(s) must be identified at time of order.
 - c. Orders for requested service must be completed online or at the service desk. Late orders/changes will be accomplished after all other orders are completed. There is no guarantee of service if an order is placed within one (1) hour of the initial show opening. If a delinquent order is placed within one (1) hour of initial show opening, all efforts will be made to accomplish the request, but if the work request cannot be accomplished, then the fee is not applicable. Incomplete orders will delay processing, please provide all information requested.
4. Exhibitor (also referred to herein as "Customer") has the sole responsibility to ensure that any sheet plastic protective floor covering placed by an EAC or OSC over carpet or hard flooring in the booth is removed in a timely manner to facilitate Cleaning Services. For purposes of this section timely will constitute a minimum of four (4) hours before initial show opening.
5. Cancellation Policy: Due to material and labor costs, orders cancelled before move-in begins will be charged 50% of original price. Similarly, orders cancelled after move in will be charged 100%.
6. Service problems must be reported to the SDCC service desk. Service problems will not be considered unless filed by Customer prior to the close of the show.
7. Credit will not be given for services already completed.
8. Order form prices are based upon current rates and are subject to change without notice.
9. SDCC accepts payments in US dollars with the following credit cards: American Express, Mastercard, Visa.
10. Any refunds due in the amount of \$10.00 or less will not be refunded.
11. Exhibitor (also referred to herein as "Customer") has the sole responsibility for finalizing freight arrangements with their Official Service Contractors, exhibitor-appointed contractors, and decorators to ship out their exhibitor booth prior to event move out.

LIMITATION OF LIABILITY

- A. **Limited Warranty.** SDCC warrants that: (a) it has the right to exclusively provide all Cleaning Services in the Facility ("the Services"). Customer agrees to inform SDCC of any failure to perform the Services by written notice prior to close of the Show/Event, and, as Customer's sole and exclusive remedy, SDCC will either:
 - a. cure performance without any additional charges to Customer, or
 - b. in the event that performance cannot be done within a reasonable time, terminate this Agreement and provide Customer with a pro rata refund of the fees paid to SDCC for the Services hereunder with respect to such calendar year. The foregoing Limited Warranty will not apply to the extent that the cause of the breach of warranty is due to any other cause outside of SDCC's sole and reasonable control.

- B. **DISCLAIMER OF WARRANTY.** THE FOREGOING LIMITED WARRANTY CONSTITUTES SDCC'S ONLY WARRANTY WITH RESPECT TO THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES WHICH ARE OTHERWISE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF, AND SDCC HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, EXCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- C. **Indemnification.** Customer agrees to indemnify, defend, and hold harmless SDCC, the City of San Diego, the San Diego Unified Port District and its current and former employees and agents (the "Indemnified Parties"), and defend any action brought against all losses, damages, claims, demands, actions, penalties, judgments and liabilities (including court costs and reasonable attorneys' fees)(collectively, "Claims") that arise from any acts or omissions of Customer or any of Customer's EACs or OSCs or arising out of, or in connection with Customer's use of the Facility or Customer's participation in any Show/Event at the Facility, including, without limitation, any breach by Customer of any term of this Agreement. Customer assumes full responsibility for any risk of bodily injury, death or property damage or loss arising out of or related to Customer's participation in any Show/Event at the Facility, whether caused by negligence, intentional act or otherwise. The parties intend that this indemnification and assumption of risk be construed as broadly as permitted by law. In claiming any indemnification hereunder, the Indemnified Party shall promptly provide Customer with written notice of any claim which it 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 the Indemnified Party 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 SDCC or the Indemnified Party and shall not be final without the written consent of SDCC and/or the Indemnified Party, if applicable, the granting of which shall not be unreasonably withheld. The terms of these provisions shall survive the expiration or termination of this Agreement.
- D. **LIMITATION OF LIABILITY.** EXCEPT FOR SDCC'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES IS SDCC LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF THE CHEMICALS APPLIED OR SERVICES PROVIDED UNDER THIS AGREEMENT EVEN IF SDCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, CUSTOMERS' EXCLUSIVE REMEDY AND SDCC'S ENTIRE LIABILITY TO CUSTOMER FOR ANY REASON UPON ANY CAUSE OF ACTION ARISING OUT OF THE SERVICES UNDER THIS AGREEMENT SHALL BE THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SDCC WITH RESPECT TO THE 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.
- E. Customer acknowledges that SARS-CoV-2/COVID-19 has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is thought to spread mainly through close contact from person-to-person. SDCC cannot guarantee that Customer's personnel, contractors, invitees, customers and guests will not become infected with SARS-CoV-2/COVID-19 at any Show/Event at the Facility. Customer shall indemnify the Indemnified Parties against all Claims by Customer's personnel, contractors, invitees, customers and guests arising out of or related to infection with SARS-CoV-2/COVID-19, whether before, during or after attendance at the Show/Event. SDCC may require individuals registered by Customer to acknowledge the risks of SARS-CoV-2/COVID-19 infection and waive liability prior to participation at the Show/Event.
- F. SDCC follows EPA and manufacturers' registered label instructions with respect to its use of cleaning and disinfecting products. Notwithstanding anything herein to the contrary, SDCC does not make any representations or warranties with respect to the risks or harm associated with the cleaning and disinfection products used. Customer agrees that SDCC is not liable or responsible for any injuries, damages, discoloration, wear and tear, etc. from cleaning and/or disinfecting or the products used during the Services. SDCC does not make any representations with respect to the ability of the Services to control or prevent the contracting or spread of any virus, including but not limited to the SARS-CoV-2/COVID-19. Customer agrees that SDCC is not liable or responsible for any contraction or spread of any virus, including but not limited to SARS-CoV-2/COVID-19.
- G. Customer agrees to abide by posted rules, protocol, warnings and instructions at the Facility, along with all applicable laws, rules, regulations and guidance from government or public health authorities with respect to cleaning and sanitizing items and frequently touched surfaces within or ancillary to Customer's booth(s).
- H. SDCC does not make any representations with respect to, nor is it liable or responsible for, any dwell time that may occur during or as a result of the Services.