

# INTERNET AND NETWORKING CONTRACT



**Hotel Property:**

**HILTON "Las Vegas"**

Company Name	Room Name or #	Booth #	Event Name: <b>2003 International CES</b>
Billing Name	Install and Disconnect Dates / /		Install and Disconnect Times / /
Billing Address			
Master Acct: <b>YES NO</b> Master # _____			
City, State/Country, Zip		E-Mail Address	
Customer Contact Show Site	Telephone #	Fax #	
Credit Card Number	Expiration /	Print Name	

**All Orders Require Credit Card Information To Be On File With Smart City Networks. Total Payment And Floor Plan Must Accompany Order. If Ordering Service For More Than One Room Please Fill Out the Additional Location Form**

## Description of Service

**Price + Deposit x Quantity = Total**

*The Customer is responsible for configuring and setting up their own computers. ISDN lines require ISDN modems*

### 1. High Speed Internet and Special Circuit Services.

	Price	Deposit	Quantity	Total
A. Smart City Networks Full T-1 for Internet access.(254-IP Addresses) <i>Order must be placed with Smart City 45 days prior to event</i>	\$6,600.00			
B. T-1 Circuit Extended from D-Mark, delivered by an outside provider. <i>Customer to provide Circuit # from T1 provider to Smart City Networks.</i>	\$2,000.00			
C. Shared Ethernet Service w/Single IP address Extended to Suites and other non-Fiber Networked areas at 1.5Mbt rate .	\$2,000.00	\$1,000.00		
D. Shared Ethernet Service w/Single IP address.(Fibered areas only)	\$1,250.00			
E. IP Address for each additional computer using Shared Ethernet.	\$125.00			
F. Additional Drops When Ordering 1. A. or 1. B. (Fibered areas only)	\$350.00			

### 2. Equipment Rental/Networking Material

*Please note all Deposits per Terms and Conditions, will be refunded upon the return of rental equipment in working condition only!*

A. 24 Port Hub - 10 BaseT	\$300.00	\$300.00		
B. 8 Port Hub - 10 BaseT	\$150.00	\$150.00		
C. 50' Patch Cable - Cat 5 (labor not included)	\$50.00			
D. On site Networking Labor (per hour rate)	\$125.00			

### 3. Custom Network Services

*Price Quote available for Special WAN Network Configurations, have all information available for the Network Engineer. (888-446-6911)*

A. Single WAN-Point to Point connection outside of building via Fiber cable with Media converter 100/10Mbt to Cat-5 cable connection.	\$6,600.00	\$1,000.00		
B. Single WAN-Point to Point connection outside of building via Multi-Mode or Single Mode Fiber Optic cable.	\$5,000.00	\$1,000.00		
C. Single WAN connection outside of building over Cat-5 cable with a 1.5Mbt connectivity rate.	\$3,500.00	\$1,000.00		
D. Hall to Hall Networking via Fiber Optic "Back Bone" cable.	\$1,500.00			
E. Booth to Booth Networking via Cat-5 Cable. (floor delivery only)	\$350.00			

Taxes will be added to your final invoice. Smart City Network's Federal ID is 65-0524748

**Total**

**Please Note:** All orders will be placed 15 working days prior to event move in. All other orders will be assessed a Late Fee of \$175.00 per service excluding IP Addresses.  
Walk Up Orders or Same Day Orders, Please Add a Fee of \$350.00 per Service.

### **IMPORTANT!**

- \* Include a detailed floor plan of orientation and drop location of the room requiring service.
- \* Installation without floor plan(s) may be subject to relocation fees. Please read all Terms
- \* and Conditions and Sign to accept. \_\_\_\_\_ Date \_\_\_\_\_

CONTRACTOR'S USE:	CSR'S NAME	DATE	
PAYMENT RECEIVED	TYPE OF SERVICE	HOTEL CLIENT	

**Fax order(s) to (702) 943-6009 or give directly to Smart City Networks.**

**If you have any questions regarding your order please call (702) 943-6008**

## **Terms and Conditions for Telephone, Internet and Networking Services for the Hotel Properties**

1. Contracts must be placed 15 working days prior to event move-in to avoid an additional charge.
2. Customers will be charged for booth moves and restriction changes to lines.
  - a. Conditions for processing service contracts for on-time installation:
  - b. Payment and a floor plan must accompany contract
  - c. Incomplete contracts will delay processing
  - d. Booth number(s) must be identified on order form
  - e. Customer must supply circuit ID's and delivery date of outside carrier for extension of other carrier's circuit's
3. Prices do not include Federal, State or Local Taxes. Taxes will be included on your final bill.
4. Smart City Networks does not allow customers to resale Smart City Networks services. The requested service is delivered to one location.
5. Any additional costs incurred by Smart City Networks to assist in trouble diagnosis or problem resolution found not to be the fault of Smart City Networks or collect information required to complete the installation that customers fail to provide may be billed to the exhibitor.
6. **Cancellations** – Must be in writing. There is a \$100.00 cancellation fee on Ethernet, fiber and extended services prior to installation. After lines have been installed, no credits will be given for services even though they were not used. Additional cancellation charges will apply for orders that have already incurred labor, material, and/or engineering costs.
7. Orders/changes received within three days of show move-in will be performed in the order they are received after "on time" orders are completed.
8. For your convenience we will use this authorization to charge your credit card for any additional amounts incurred.
9. Smart City Networks accepts payment in the form of checks drawn on a US bank or by the following credit cards: (American express, visa and Master Card). Make all checks payable to Smart City Networks.
10. Claims will not be considered unless filed in writing by Exhibitor prior to the close of exposition.
11. There will be \$25.00 service charge for all returned checks. Due to the cost of processing checks, any refund due in the amount of \$10.00 or less will not be refunded except on request.

### **Telephone Specific**

1. Location of telephone jack and circuits in booth must be designated on form or customer provided diagram 7 days before move-in date. Please attach any required additional floor plans / diagrams.
2. All lines will be restricted from any "1+" or "0+" dialing unless otherwise requested.
3. All lines will be restricted from "976" and "900" dialing unless otherwise requested.
4. Additional LD deposits for International accounts may apply and will be determined upon request for service.
5. The exhibitor is responsible for all long distance and directory assistance charges against any assigned telephone number.
6. Smart City Networks will provide a detailed listing of all calls made on the line (s). The charges for long distance calls are competitively priced.
7. A surcharge will be charged on all directory assistance, "1-800, 950" and credit card calls.
8. In the case of a call which is not connected, but where the called telephone is allowed to ring for more than 45 seconds, our telephone equipment will automatically place a charge on your account as if the call had been completed. To avoid such charges, we suggest that you observe the time when placing calls.

### **Internet and Networking Specific**

**Smart City Networks is the exclusive Network Service Provider. All fiber and category 5 cable runs for booth -to-booth and inner booth networking should be ordered through Smart City Networks.**

9. Only Smart City Networks personnel are authorized to modify system wiring or cabling. Material and equipment furnished by Smart City Networks for this service shall remain the property of Smart City Networks.
10. Special circuits ordered by the customer are subject to installation fees by the local LEC and must be paid in full for the service to be installed. If services are cancelled the customer is responsible for any local LEC cancellation fees.
11. ISDN dial-up service requires an ISDN modem and an ISDN line. Analog dial-up requires a 56K modem and a single line. These Internet Dial-up services do NOT include modems or the physical line, they must be ordered separately. If you are planning to use your own ISDN line brought into the D-Marc, you must order an ISDN extension found on the Internet Contract. Spid numbers must be listed on the Smart City Networks contract for the ISDN extension service.
12. Customer provided / ordered circuits must be installed and operational two (2) days prior to show move-in. Also, customers must provide Smart City Networks with circuit number and the provider's name.
13. Ethernet service includes a single IP address in order to bring the service to the booth in the most convenient manner this service does not include computer equipment.
14. Due to the nature of the Internet, Smart City Networks cannot guarantee any level of performance or accessibility beyond our gateway.
15. The choice of Internet Service Provider (ISP) is at the sole discretion of Smart City Networks.
16. Service of 10Mbps and less is provided on 10Mbps Ethernet based connectivity with RJ-45 jacks for each connection ordered.
17. T-1, DS-3, and OC-3 Internet services must be ordered 45 days prior to move-in date to ensure proper configuration.
18. To use the Shared Ethernet service computers need to be Ethernet ready, a NIC card is required. Smart City Networks does not provide NIC cards.
19. Due to liabilities Smart City Networks does not configure customer's computers

### **Internet Performance Disclaimer**

Smart City Networks 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 backbones beyond the demarcation point at any facility we service.

### **Internet Security Disclaimer**

Smart City Networks does not provide or imply we provide network security, such as firewalls 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 Smart City Networks; it's agents and contracts harmless for any and all liabilities arising the use of non-secured data circuits.

### **Limitation of Liability**

Except for claims for physical injury to persons, SMART CITY NETWORKS and its suppliers or subcontractors will not be liable for any special, or consequential damages or for loss, damage or expense directly or indirectly arising from customer's use or inability to use the system either separately or in combination with other equipment or software or for commercial loss of any kind (including loss of business profits) based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory whether or not SMART CITY NETWORKS or its suppliers or its subcontractors have been advised of the possibility of such damage or loss. Some states do not allow limits on warranties or on remedies for breach in certain transactions, in such states; the limits in this section may not apply.

All Exhibitor Contracts are solely between SMART CITY NETWORKS and the prospective Exhibitor; (2) SMART CITY NETWORKS is not the employee, agent, or partner of the any Hotel Property (3) The Hotel Property is not a party to, nor shall it have any obligations or liabilities whatsoever to any Exhibitor, under any Exhibitor Contract, including without limitation, the obligation to provide any of the services covered by such Exhibitor Contract; (4) No representations or warranties are being made by the HOTEL with respect to any Exhibitor Contract or any Communications Services; (5) The right of the Exhibitor to receive any Communications Service will be terminated if this Agreement is terminated for any reason provided therein; and the HOTEL will have no obligation to continue providing such services unless the HOTEL elects in its sole discretion to continue to provide such services itself or through a third party; (6) The provisions of the Exhibitor Contract are separate and independent from the provisions of the exhibitor's lease space in the building and shall not affect the exhibitor's obligations under such lease and without limiting the foregoing, in no event shall any default by SMART CITY NETWORKS under the Exhibitor Contract or any failure with respect to any Communications Services have any effect on any Exhibitor's obligations to the HOTEL under any lease or other occupancy agreement between such Exhibitor and the HOTEL.

## ADDITIONAL LOCATION FORM

NAME OF COMPANY: \_\_\_\_\_

NAME OF HOTEL: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

NAME OF EVENT: \_\_\_\_\_



Location		Description of Service*	Dates/Time		Price		Total
Room Name	Booth Number	Type of line	IN	Out	Price	Quantity	
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
Grand Total							

\* Description of Service: please write phone or internet with the corresponding number and letter from the contract page. Example: Telephone 1.A for a standard phone line. Internet 1.C for Shared Ethernet with one IP address.

Please send this form with the completed contract.

**Please include a detailed floor plan with your order.**