



TELECOMMUNICATIONS TERMS AND CONDITIONS

1. **Lease of Equipment.** GICC agrees to lease and provide to Customer, and Customer agrees to lease and obtain from GICC, the Equipment and Service described herein or on attached supplement(s), for the total rental payment set forth herein or on such attached supplement, PAYMENT FOR WHICH AMOUNT MUST ACCOMPANY SERVICE ORDERS.
2. **Term.** The Equipment and Services will be provided during the dates of the relevant event set forth on the reverse side hereof, subject to the other provisions of this Agreement.
3. **Local Exchange Telephone Services.** Local exchange telephone services will be provided by the local telephone company's exchangeservices and facilities.
4. **Long Distance.** Long distance charges will be billed to the GICC by a long distance carrier and subsequently applied to Customer's credit card or advance deposit.
5. **Requests for Service; Payment.**
 - (a) Order form and payment in U.S. dollars must be received an MINIMUM OF FOURTEEN (14) DAYS prior to scheduled show opening date to qualify for advance rates.
 - (b) Personal checks will be accepted with Advance Rate requests only.
 - (c) There will be a \$25.00 service charge on all returned checks.
6. **Equipment Management.** Customer will be responsible for returning all telephone sets or other Equipment and related materials to the GICC Building Services Department by 7:00p.m. the final day of the event. Subject to the limitations set forth elsewhere herein, all charged deposits will be refunded and deposits paid by mail following the close of the event.
7. **Customer's Duties.**
 - a) Customer will use the Equipment in a careful and proper manner and in accordance with manuals or instructions provided by GICC or the manufacturer or supplier. Customer shall not make any alterations, attachments, or additions to the Equipment without GICC's written consent. Only GICC employees or approved personnel are authorized to modify system wiring.
 - b) 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 the reasonable control of Customer, its representatives, employees, agents or invitees. In the event of any loss or damage to the Equipment for which Customer is liable, Customer shall reimburse GICC for the reasonable cost of repair or replacement (or, at GICC's option, GICC may apply all or a portion of Customer's deposit as such reimbursement).

- c) The Equipment shall remain the sole and exclusive property of GICC or its assignee, and nothing contained herein shall give or convey to Customer any right, title or interest whatever in the Equipment which shall at all times, be and remain personal property notwithstanding that it may be or become attached to or embedded in the realty.
- 8. **Events of Customer Default.** Customer shall be in default hereunder if Customer fails to pay when due any rental payment or service charge or any other indebtedness to GICC, or Customer fails to return the Equipment to GICC 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.
- 9. **Remedies of GICC.** At any time after a default by Customer, GICC may terminate this Agreement, by notice to Customer, and repossess the Equipment, whereupon Customer's right to use the Equipment shall cease but Customer shall remain liable for all unpaid charges, and GICC may apply and retain all or such portion of Customer's deposit as may be necessary to compensate GICC for any unpaid charges or damages and expenses incurred on account of such default; or GICC may exercise any other rights accruing to a lessor under any applicable law upon a default by a lessee.
- 10. **Limitation of Liability.**
 - a) GICC's obligations under this Agreement are subject to, and GICC shall not be liable for, delays, failure to perform, or damage or destruction or malfunction of the Equipment or Services, or any consequence of any of the above, caused, occasioned or due to fire, flood, water, the elements, labor disputes or shortages, utility 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, unavailability of transportation, acts or omissions of anyone other than GICC, its representatives, agents or employees, or any other cause beyond GICC's reasonable control.
 - b) In all situations involving performance or non-performance of Equipment or related programs or Services furnished under this Agreement, the Customer's sole and exclusive remedy and GICC's sole and exclusive liability will be (i) the adjustment or repair of the Equipment or replacement of its parts by GICC or, at GICC's option, replacement of the Equipment, or correction of programming errors, or (ii) if, after reasonable working order, or to make programming operate, the Customer shall be entitled to terminate this Agreement and receive a refund equal to the excess (if any) of (1) the total amount theretofore paid by Customer to GICC for Equipment and Services under this Agreement, over (2) the reasonable value of Customer's use of the Equipment and Services.
 - c) Claims will not be considered unless filed in writing with GICC by Customer prior to the close of the show identified on the reverse side hereof.
 - d) IN NO EVENT SHALL GICC BE LIABLE TO THE CUSTOMER OR TO 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 GICC OR BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING STRICT LIABILITY AND NEGLIGENCE, EVEN IF GICC 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, OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSS.

- e) (e) Customer acknowledges and agrees that neither the owner of the Building nor the prime licensee or other party responsible for the show in which Customer is participating is responsible for the provision of the Equipment or the Services, and that neither such party shall be liable to Customer for any failure to defect in such Equipment and Services.
11. **Indemnification.** Customer hereby assumes liability for and agrees to indemnify, protect and hold wholly harmless GICC and its agents, employees, officers, directors, and any and all successors and assigns, from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees, in contract, in tort or otherwise, which result from or arise out of the negligent or wrongful use of the Equipment or the Services by the Customer or its representatives, agents, employees, or invitees.
 12. **Assignment.** GICC shall have the right to assign its interest under the Agreement to any other party subsequently providing Equipment and Services to the Building.
 13. **Entire Agreement; Amendment.** This Agreement and any attached supplement(s) constitute the entire agreement between the parties hereto and supersedes all prior oral or written discussions or agreements. This Agreement may be amended only by a written agreement executed by both parties.
 14. **Alternate Service.** Telephone service may be acquired through Bellsouth, although line installation must be contracted through GICC.
 15. **Governing Law.** This Agreement shall be construed under the laws of the state in which the Building is located