

SAN DIEGO CONVENTION CENTER

Term and Conditions/Payment Policy

1. **San Diego Convention Center (SDCC) is the exclusive provider on the Facility property of all Cleaning Services.** This includes but is not limited to Exhibitor Booth Carpet Cleaning/Vacuuming, Booth Hard Floor Cleaning/Mopping/Polishing, Booth Porter Service, Booth Carpet Shampooing and 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 and ancillary materials is not covered by this policy and may be accomplished by Exhibitor Appointed Contractors (“EAC”) or General Service Contractors (“GSC”).
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. **On-Line 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 on-line 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 can’t be accomplished then the fee is not applicable. Incomplete orders will delay processing, please provide all information requested.
4. Exhibitor has the sole responsibility to ensure that any sheet plastic protective floor covering placed by an EAC or GSC 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; (AmEx, MasterCard, Visa).
10. Any refunds due in the amount of \$10.00 or less will not be refunded.

LIMITATION OF LIABILITY

Limited Warranty. SDCC warrants that: (a) it has the right to exclusively provide all Cleaning Services (“the Services”). In the event that the Services are not performed in accordance with this warranty you agree to inform SDCC of such fact, by written notice prior to close of the Show/Event, and, as Customer’s sole and exclusive remedy, SDCC will either: (a) replace the Services to correct any defects in performance without any additional charges to you, or (b) in the event that such replacement cannot be done within a reasonable time, terminate the Customer Contract and provide you with a pro rata refund of the fees paid to SDCC for the services hereunder with respect to such calendar year.

The foregoing warranties will not apply to the extent that: (a) the cause of the breach of warranty is due to any other cause outside of SDCC's sole and reasonable control.

DISCLAIMER OF WARRANTY. THE FOREGOING CONSTITUTE SDCC'S ONLY WARRANTIES 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 WARRANTIES ARE 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.

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, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability (including reasonable attorney's fees) brought by a third party arising out of, or in connection with a breach of Customer's representations, warranties, covenants and agreements set forth in the Customer Contract to the extent attributable to Customer's negligence or willful misconduct.

In claiming any indemnification hereunder, The SDCC shall promptly provide Customer with written notice of any claim which SDCC 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 SDCC 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 shall not be final without SDCC's written consent, which shall not be unreasonably withheld.

The terms of these provisions shall survive the expiration or termination of the Customer Contract.

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 SDCCS ENTIRE LIABILITY TO CUSTOMER FOR ANY REASON UPON ANY CAUSE OF ACTION ARISING OUT OF THE SERVICES OF UNDER THIS AGREEMENT SHALL BE THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SDCC WITH RESPECT TO THOSE 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.