



October 13th, 2010 . Metropolitan Pavilion

HARD WIRED INTERNET ACCESS ORDER FORM

Please fax or email order form to Transbeam: **FAX: 212.937.3730** • **EMAIL: events@transbeam.com**

CUSTOMER INFORMATION

| | | | |
|-------------------------------|-------|----------------|-------|
| Company Name | _____ | Booth (if app) | _____ |
| Contact Name | _____ | | |
| Phone | _____ | Fax | _____ |
| Email | _____ | Cell | _____ |
| Onsite Contact (if different) | _____ | | |
| Onsite cell | _____ | | |

SERVICE

*Transbeam will provide Internet Access for the entire time you will be onsite, including setup days.
Network Cards must be installed in each computer or laptop that will be connected to the network.*

N Pavilion (110 W. 19th) S Pavilion (125 W. 18th) The Metropolitan Suite (2nd floor) Gallery (4th floor) The Level (5th floor)

When will you and your computer be ready to connect to the network? Date _____ Time _____ AM/PM

When does your event end? Date _____ Time _____ AM/PM

PRICING

High Speed Internet Access for 1 computer (One Ethernet Drop)- *at least one required* _____ drops x \$250 \$ _____

Additional Computers (connected to the same drop) _____ comp x \$75 \$ _____

Optional Onsite Technical Support** Time _____ Date _____ _____ hours x \$125 \$ _____

****Onsite support during setup is included. If you require additional assistance, please order it. TOTAL \$ _____**

Special Instructions (if any) _____

PAYMENT INFORMATION

To ensure service, payment must be made in full prior to the event.

Cardholder Name _____

Credit Card Number _____

Exp Date _____ CCV# _____ VISA AMEX MC DISC

Cardholder Signature _____

Order confirmation preference: Email Fax

By signing below, I certify I am Authorized to accept this order and the attached Terms and Conditions on behalf of my company.

Company

Authorized Signature

Date

Need help? Please call us at **212.631.8100 ext. 247** if you have questions regarding Internet connectivity or if you need assistance in filling out this form.

Thank you for choosing Transbeam.





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TRANSBEAM®™ TERMS AND CONDITIONS

Customer Duties – Customer shall be liable for any loss or damage to the Equipment arising from Customer 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 Transbeam for the reasonable cost of repair or replacement.

Limitation of Liability – Transbeam shall not be liable for any delay, failure to perform, or damage or destruction or malfunction of the Equipment or Service, disruption or interruption, or any consequence of the above, caused by, 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 of omissions of anyone other than Transbeam, its representatives, agents or employees, or any other cause beyond Transbeam’s reasonable control.

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 Transbeam’s sole and exclusive liability will be (i) the adjustment or repair of the Equipment or replacement of its parts by Transbeam or, at Transbeam’s option, replacement of the Equipment or correction of the programming errors, or (ii) if after reasonable and repeated efforts Transbeam is unable to install the Equipment or replacement Equipment in good working order, or to restore the same to good working order, or to make the 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 therefore paid by Customer to Transbeam or Equipment and Services under this Agreement over (2) the reasonable value of Customer’s use of the Equipment and Services.

Transbeam will check that lines & IP addresses are configured properly and coordinate with venue staff or agent for cross connection to hubs and workstations. Transbeam cannot and does not vouch for the adequacy of the venues internal wiring and shall not be held liable for any delays, service interruptions or any related problem that the Customer might experience.

Claims will not be considered unless filed in writing with Transbeam by the Customer prior to the conclusion of the Event identified in this Agreement.

IN NO EVENT SHALL TRANSBEAM 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, TORTUOUS CONDUCT, FAILURE OF THE EQUIPMENT OR SERVICES OF TRANSBEAM 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 TRANSBEAM 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 ALSO INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS, OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSS.

Customer acknowledges and agrees that neither the owner of the Building nor the tenant, nor the prime licensee, nor any other party responsible for the Event in which Customer is a participant, is responsible for the provision of the Equipment or the Services, and that no such third party shall be liable to Customer for any failure or defect in Equipment or Services.

Indemnification – Customer hereby assumes liability for and agrees to indemnify, protect and hold wholly harmless Transbeam 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 expense, including reasonable attorney’s fees, whether in contract, in tort or otherwise, which result from or arise out of negligence or wrongful use of the Equipment or the Services by the Customer or its representatives, agents, employees or invitees.

This Agreement, the Terms and Conditions, and any attached supplements(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.

Governing Law – This Agreement shall be governed by and construed under the laws of the State of New York, without regard to any conflicts or choice of law provisions.

I HAVE READ AND ACCEPT ALL THE TERMS & CONDITIONS DESCRIBED ABOVE.

Company

Authorized Signature

Date

Thank you for choosing Transbeam.

