

# BANNERS/ HANGING SIGNS

I OF 3

ORDER FORM

ORDER EARLY AND SAVE

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Country \_\_\_\_\_ Ordered by \_\_\_\_\_  
Phone (\_\_\_\_) \_\_\_\_\_ Ext \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_  
Email \_\_\_\_\_ Event Name \_\_\_\_\_  
Room # \_\_\_\_\_ On-Site Contact \_\_\_\_\_ BEO/REF# \_\_\_\_\_  
Deliver Date \_\_\_\_\_ Time \_\_\_\_\_  
Pickup Date \_\_\_\_\_ Time \_\_\_\_\_

### Credit Card Authorization

Cardholder Name: \_\_\_\_\_ Credit Card Type \_\_\_\_\_ Exp Date \_\_\_\_\_ Security Code \_\_\_\_\_  
CreditCardAccount# \_\_\_\_\_ Signature \_\_\_\_\_

BY SIGNING AND DELIVERING THIS FORM CUSTOMER AGREES TO ALL TERMS AND CONDITIONS ON THIS FORM. PLEASE READ THIS FORM CAREFULLY PRIOR TO PLACING ORDER.

To receive the Advance rates listed below, Encore must receive your order, with credit card information, no later than 14 days prior to show opening. All other orders will be subject to the appropriate Onsite Rates detailed below.

### Terms and Conditions

- Orders must be received 15-days prior to delivery date or a 30% surcharge will be added.
- Written cancellation of equipment and services must be received by Encore Productions 48-hours prior to delivery time or a cancellation charge of 50% of original order will be applied. All On-site cancellations will be charged 100% of original order.
- Display or exhibitor's on-site representative may supervise these activities.
- Sign must include blueprints or drawings with detailed information which, must include orientation in booth, pick points for hanging, weight of signage and must be submitted five (5) days prior to event.
- Electrical signs must be in working order, structurally sound and in accordance with national electrical codes and regulations.
- Client is responsible for all hardware and assembly of signage unless otherwise contracted in writing.
- BALLY'S AND PARIS has fixed ceiling rig points. To center signs above booth we may have to build a truss structure to accommodate location at additional charge.
- All Banners / Hanging Signs not picked up after the event will be held by Encore for 24 hours, after which, they will be disposed of properly.

**Note: You should contact your general service contractor for shipping instructions for all hanging signs.**

**Electrical Charges are NOT included in Banner / Hanging Sign Prices.**

### Labor Rates to Hang Signs

Straight Time (Mon-Fri 8am-5pm) \$110.00 per hour  
Overtime (After 8 hours) \$165.00 per hour  
Doubletime (After 12 hours) \$220.00 per hour

BALLY'S AND PARIS nor its subcontractors are responsible for the construction methods and materials used to construct show and or exhibit structures. Rigging contractor for BALLY'S AND PARIS should make installation connection to facility. Rigging contractor reserves rights to inspect construction and condition of all signage before performing work. Any sign found not structurally sound will not be permitted in the building. Rigging contractor will not be held responsible for any damage or loss of equipment or injury to any person, caused by the installation connection by persons other than their personnel.

CANCELLATIONS: written cancellation of ordered equipment and services must be received 48 hours prior to delivery. Failure to do so will result in a 100% charge to your credit card. HANGING / RIGGING IS AN EXCLUSIVE SERVICE OF BALLY'S AND PARIS.



PLEASE FAX COMPLETED FORM TO 702-967-4452 current as of 12/21/2015

UNIQUE. CREATIVE. INNOVATIVE. www.encore-us.com P: 702-967-4154 F: 702-967-4452



A Freeman Company  
E: ballys@encore-us.com

# BANNERS/ HANGING SIGNS

## ORDER FORM

### LABOR ESTIMATE

#### INSTALLATION

3 Riggers (4 hour minimum) 

|              |              |       |       |
|--------------|--------------|-------|-------|
| LOAD-IN DATE | LOAD-IN TIME | HOURS | TOTAL |
|              |              |       |       |

#### DISMANTLE

3 Riggers (4 hour minimum) 

|              |              |       |       |
|--------------|--------------|-------|-------|
| LOAD-IN DATE | LOAD-IN TIME | HOURS | TOTAL |
|              |              |       |       |

(Two High Riggers and One Ground Rigger are minimum requirements for rigging orders.)

### RIGGING EQUIPMENT

#### CHAIN MOTORS

- Scissor Lift
- 1/2 Ton Hoist
- 1 Ton Hoist
- 10' - 12" Box Truss
- 10' - 20.5" Box Truss
- Special Rigging Pkg\*

| PRE SHOW                              | LATE ORDER    | QTY | TOTAL |
|---------------------------------------|---------------|-----|-------|
| \$1000.00 per show                    |               |     |       |
| \$345.00                              | \$395.00      |     |       |
| \$345.00                              | \$395.00      |     |       |
| 145 per stick                         | 195 per stick |     |       |
| 175 per stick                         | 225 per stick |     |       |
| Call for pricing                      |               |     |       |
| Estimated Total for Rigging Equipment |               |     |       |

### SIGN INFORMATION

#### TYPE OF SIGN

- Banner
- Pockets
- 1 sided
- Grommets
- Wood
- 2 sided
- Structural
- Other
- Metal
- System

#### SHAPE OF SIGN

- Square
- Other
- Triangle
- Circle
- Rectangle

Materials- Cables, clamps, connectors, etc., charged accordingly, if not supplied with sign.

\*Customer retains custom Rigging Pkg at conclusion of show.

NUMBER OF FEET FROM THE FLOOR TO TOP OF SIGN \_\_\_\_\_

#### DIMENSION & WEIGHT OF SIGN

|        |        |
|--------|--------|
| Height | Length |
| Width  | Weight |

### LOCATION OF SIGN

Using the diagram below to represent your booth, indicate how far in from each boundary you would like your sign placed. Please fill in the booth numbers of all neighboring booths. For island and peninsula booths, indicate all across-the-aisle neighboring booths.

Feet in from FRONT Aisle: \_\_\_\_\_

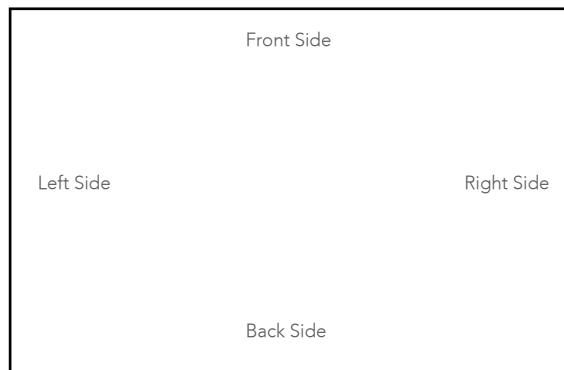
Booth #: \_\_\_\_\_

|                 |
|-----------------|
| <b>CUSTOMER</b> |
| INITIALS _____  |

Feet in from

LEFT Aisle: \_\_\_\_\_

Booth #: \_\_\_\_\_



Feet in from

RIGHT Aisle: \_\_\_\_\_

Booth #: \_\_\_\_\_

Feet in from BACK Aisle: \_\_\_\_\_

Booth #: \_\_\_\_\_

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**ENCORE**

EVENT TECHNOLOGIES

A Freeman Company  
E: ballys@encore-us.com



# BANNERS/ HANGING SIGNS

3 OF 3

## TERMS AND CONDITIONS

### 1. PAYMENT TERMS

Lessee agrees to pay Encore Event Technologies (hereinafter "Encore") all charges indicated on this Rental Contract which includes these Terms and Conditions and any equipment that is rented pursuant to the terms set forth herein (the "Equipment") or labor overages. Payment is due and payable in full upon signing this Rental Contract unless otherwise negotiated and agreed to in writing on a Commencement of Work document.

### 2. ESTIMATES

In connection with this Rental Contract or any contract entered into between Encore and Lessee, any estimate provided to Lessee in connection with the expected labor hours and number of days the Equipment is solely an estimate. In the event that the actual hours, actual quantities of Equipment rented hereunder or actual days the Equipment is rented is greater than the amount indicated in any proposal, Lessee will be charged for those overages at Encore's standard rates less any applicable discounts.

### 3. DAMAGE WAIVER

All Equipment has been inspected upon delivery and Lessee acknowledges and warrants that all Equipment was received in good and working order. Lessee agrees to pay for any and all damages on account of lost, damaged or stolen equipment and/or loss caused by Lessee's accident, misuse or neglect. Should the Equipment listed on this Rental Contract malfunction for any reason and at no fault of Lessee, Encore will only be responsible for the repair of listed Equipment but WILL NOT be held responsible for any damages or loss caused as a result of the Equipment malfunctioning.

### 4. SUBLEASE

With the prior written consent of Encore, Lessee shall have the right to sublease the Equipment and, in the event of a sublease, Lessee shall be fully responsible for all insurance on, repair and replacement of, and reclamation of the Equipment. Encore reserves the right to replace the Equipment at Lessee's expense at full retail value if the subleased Equipment is lost, damaged or untimely returned.

### 5. TITLE

The parties intend to create a rental agreement and the relationship of lessor and lessee between themselves. The terms set forth herein shall not be construed or interpreted to create or imply the existence of a finance lease or installment lease or sales contract. Title to the Equipment shall at all times be vested in Encore, and no right, title or interest in the Equipment shall pass to Lessee other than the use of the Equipment for the rental period as agreed to by the parties, which right is conditioned upon Lessee's compliance with this Rental Contract.

### 6. SURRENDER / EQUIPMENT HANDLING

On the expiration or earlier termination of this Rental Contract, Lessee shall return the Equipment in good repair, condition and working order, subject only to reasonable wear and tear. All Equipment must be handled by Encore personnel only. Equipment may not be moved, stored, or serviced by Lessee or any other party. Lessee may not operate the Equipment unless authorized by Encore. Lessee agrees that Encore shall have the right to enter the premises where the Equipment is located and shall have access to the Equipment at all times.

### 7. CANCELLATION

Unless otherwise negotiated or agreed to in writing on a Commencement of Work Document, the following monies shall be payable by Lessee to Encore in the event of cancellation prior to the expiration of the rental period set forth on this Rental Contract: (1) if cancellation is made by Lessee more than seventy-two (72) hours prior to the scheduled performance then said expenses paid by Encore on Lessee's behalf (including contractual obligations) plus fifty percent (50%) of the fee shall be charged to and immediately paid by Lessee to Encore; or (2) if cancellation is made within seventy-two (72) hours, full rental contract price for the entire duration set forth on this Rental Contract is due and payable.

### 8. DEFAULT

If Lessee fails to pay rent or otherwise fails to observe, keep or perform any provision of this Rental Contract, or if Lessee should enter into voluntary or involuntary bankruptcy or receivership or other legal impediment which could impair the Equipment, Encore shall have the right to:

(a) Enter Lessee's premises and reclaim the Equipment at Lessee's premises or at site of any subleases without demand or notice to Lessee or court order or other processes of law, and declare the entire amount of rent immediately due and payable without demand or notice to Lessee. Lessee waives any damages occasioned by such reclamation. Any reclamation shall not constitute a termination of this Rental Contract unless Encore expressly notifies Lessee in writing;

(b) Sue to recover all rents and any other amounts owed or accruing to Encore;

(c) Terminate this Rental Contract as to any or all items of Equipment; and/or

(d) Exercise any other remedy at law or equity.

All such remedies are cumulative and may be exercised concurrently or separately. The exercise of any remedy shall not release Lessee from this Rental Contract and Lessee shall remain liable for the full performance of all obligations to be performed by Lessee under this Rental Contract.

### 9. CREDIT TERMS

All open accounts require prior credit approval. Should collection under the terms of this Rental Contract commence, Lessee agrees to pay all collection costs which include, but are not limited to, Equipment recovery costs, storage charges, attorneys' fees and court costs.

### 10. CHOICE OF LAW AND VENUE

The interpretation and effect of this Rental Contract and the related agreements shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Nevada. Any litigation arising out of or related to this Rental Contract shall be instituted and prosecuted only in the appropriate state or federal court situated in Clark County, Nevada. The parties submit to the exclusive jurisdiction and venue of such courts for purposes of any such action and the enforcement of any judgment or order arising therefrom. Each party waives any right to a change of venue and any and all objections to the jurisdiction of the state and federal courts located in Clark County, Nevada.

### 11. ATTORNEY'S FEES

In the event either party, institutes any action arising out of, related to, or for the breach of, this Rental Contract, the prevailing party shall be awarded reasonable attorneys' fees and costs.

### 12. CONDITION OF EQUIPMENT

Encore maintains and services the Equipment in accordance with manufacturers' specifications and industry practice. Encore does not, however, warrant or guarantee that the Equipment or services being provided will be free of defect, malfunction or operator error. If the Equipment malfunctions or does not operate properly during the event for any reason whatsoever, Lessee agrees to immediately notify Encore's on-site representative. Encore will attempt to remedy the problem as soon as possible so that the event is not interrupted. Lessee agrees and acknowledges that Encore assumes no responsibility for any loss, cost, damage or injury to persons or property in connection or as a result of inoperable Equipment or otherwise.

### 13. LIMITATION OF LIABILITY AND INSURANCE

Lessee agrees to defend, indemnify and hold Encore and its officers, directors, employees, successors and assigns harmless from any and all claims arising out of any violation of any law, rule, regulation or order, and from any and all claims or liabilities for loss, damages or injury to persons or property of whatever kind or nature arising from the use or operation of the Equipment, or from the negligence or carelessness of the agents or employees of Lessee. Additionally, Encore shall not be liable for any special or consequential damages including lost profits arising relating to the Equipment, the services or this Rental Contract. Lessee shall notify Encore promptly of any accident involving the Equipment. Lessee shall obtain contractual insurance in connection with this Rental Contract and pursuant to this paragraph, in an amount satisfactory to Encore and provide proof of such insurance upon request of Encore.

### 14. SEVERABILITY

In the event that any provision of this Rental Contract shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect and be construed as though such unenforceable or inoperative provisions had never been a part of hereof.

### 15. CONSTRUCTION CLAUSE

For the purpose of interpretation, the language in this Rental Contract shall be deemed to be the language of both parties and neither party shall be deemed to be the drafting party.

### 1.6 SURVIVAL

All provisions of this Rental Contract related to indemnification, disclaimers and limitations on liability and all other obligations of the parties that arise in connection with Lessee's rental of Equipment from Encore shall survive the termination of the rental of such Equipment.

### 17. ENTIRE AGREEMENT

This Rental Contract incorporates by reference any attached Schedules, Contract, and Commencement of Work, related to this rental order, and contains the parties' entire understanding and may not be modified except in written form signed by both parties.