

## Utilities Services

### TERMS AND CONDITIONS

#### PAYMENT

- Payment in full is required prior to service connection. All outstanding balances must be paid by the end of your event.
- Advance orders paid in full will have priority over floor orders.
- Exhibitor booths will be audited during the event and charged for any additional services. The charges will be included in the exhibitor final bill at the standard rate.
- Any work not covered under ACCD's price schedule will be done on a time and material basis.
- All materials and equipment damaged or lost shall be at the responsibility of the exhibitor and will be billed to the exhibitor for the full replacement value at the close of the event.
- All prices are rental only. All materials remain the property of ACCD unless otherwise specified.
- All rates are subject to change without notice.

#### CANCELLATIONS

- Cancellation of services must be made five (5) days prior to the first contracted date of your event.

#### REFUNDS

- There is a \$25.00 processing fee for all refunds.
- No credit will be issued for services or equipment installed but not used.
- Claims and/ or refunds will not be considered nor honored unless filed by the exhibitor prior to the close of your event at the [Utility Service Desk](#).
- All questions on billing must be settled prior to the close of your event.
- Refunds for less than \$50.00 will not be considered.
- Refunds for cancelled services must be made five (5) days prior to first contracted date of your event.

#### GENERAL

- All floor order services and/or changes to orders must be placed at the [Utility Service Desk](#). The ACCD service staff is not permitted to accept orders directly from exhibitors.
- ACCD can not guarantee service prior to the opening for floor orders.
- Wall, column, and permanent building electrical outlets are not a part of booth spaces and are not to be used by exhibitors. Access to all wall outlets and floor pockets is restricted to ACCD personnel.
- Under no circumstances shall anyone other than ACCD personnel make service connections.
- The ACCD offers a limited inventory of utility service connections and rental equipment to our clients for their exclusive use on a first come first serve basis. ACCD can not guarantee availability of utility services or rental equipment.
- ACCD is not responsible for power failures or fluctuations in voltage, air, or water pressures. Equipment with strict tolerances may require regulating devices. Exhibitor must arrange for regulator valves, line conditions, back flow prevention devices, etc...
- All equipment and connections regardless of source of power must comply with federal, state, and local safety codes.
- Special equipment connections requiring company engineers or technicians for assembly, services, preparatory work and operation may be executed with ACCD personnel. All services connections to ACCD utilities must be made by ACCD personnel only.
- Exhibitor agrees to indemnify and hold harmless the ACCD, City of Austin, and their respective officers, agents, and employees, against and from any and all claims for property damage and personal injury including death, arising out of or in any way caused by exhibitor's negligence in the use or misuse of the utility service equipment, etc..., supplied to the exhibitor by the ACCD under this order.
- Exhibitor will be responsible for damage to telecommunications, electrical, water, compressed air, and drainage network or equipment caused by exhibitor equipment, acts, and/ or omissions.
- If by reason of any default on the part of exhibitor hereunder, it becomes necessary to engage an attorney, the exhibitor agrees to pay all costs, expenses, and attorney's fees expended or incurred by the ACCD in connections herein.

## TERMS AND CONDITIONS, contd.

### ELECTRICAL

- Use of open clip sockets, latex, or lamp cord wire, duplex, or triplex plugs is prohibited.
- All exhibitor's cords must be of the three (3) wire grounded type. All exposed non-current carrying metal parts of fixed equipment which are liable to be energized shall be grounded.
- Connection rates cover bringing service to the booth from the nearest floor pocket.
- Connection rates do not include adaptors or special wiring. If special electrical adaptors or plugs are required, the customer must provide the wiring schematics with required connectors (male & female ends).
- If adaptors or plugs are not provided, the customer must provide bare-end tails for hard wiring to the ACCD distribution boxes.
- Each exhibitor must order power separately. Exhibitors are not allowed to share power sources.
- Unauthorized use of electrical services will be terminated or exhibitor must pay **Utility Services** charges associated with service.

### TECHNICAL

- ACCD is not responsible for network saturation or failures caused by misuse, power fluctuations, etc...
- Users must bring own Ethernet Cards for their equipment.
- Users must pre-configure Ethernet Drivers for their equipment.
- The ACCD can only guarantee connection speeds to the internal port of the router connected to the internet.
- The ACCD can not be responsible for web traffic and network saturation outside of the building.
- Network failure outside of the building are not the responsibility of the ACCD.

*Printed March, 2009*

