



Jacob K. Javits Center
Booth Security Order Form

Event Name: _____ Booth #: _____ Event # _____
 Client: _____ Ordered By: _____
 Address: _____ City/State/Zip: _____
 E-Mail: _____ Phone: _____ Fax: _____

Client hereby orders security services from NYCCOC ("Contractor") for the above booth on the dates and times, and for the costs, described herein.

Requested Hours

Date: _____ From: _____ To: _____ = Total Hours: _____
 Date: _____ From: _____ To: _____ = Total Hours: _____
 Date: _____ From: _____ To: _____ = Total Hours: _____
 Date: _____ From: _____ To: _____ = Total Hours: _____
 Date: _____ From: _____ To: _____ = Total Hours: _____
 Date: _____ From: _____ To: _____ = Total Hours: _____
 Date: _____ From: _____ To: _____ = Total Hours: _____

Security Type	Hours	Advance Rate	On Site Rate	Total
Guard (Unarmed)		\$39.00	\$45.00	
Off Duty Police Officer (Armed)		\$49.00	\$55.00	
Additional Terms:		Sub Total		
		NYC Sales Tax 8.875%		
All orders have a 4 hours minimum charge. Advance Rate Applies 30 Days or More from Service Date		Total Due		

Post Instructions

Please provide a brief description of any details that need to be passed to guard assigned to booth. Please note any items of particular concern.

Point of Contact Info

POC at Venue: Tammy Mui
POC contact number: 212-216-2433
POC email: tmui@javitscenter.com

Venue Info

Venue: Javits Center
Venue Address: 655 West 34th Street New York, NY 10001
Reporting location at venue: Public Safety Command Center

Payment Information

Please email your security booth guard order to Tammy Mui at tmui@javitscenter.com. Credit card payment is required. Please fill out the following: Credit Card Type: _____ Credit Card Number _____ Expiration Date _____ Name as it Appears on the Credit Card _____

By signing below, Client agrees to the Terms & Conditions on the reverse side of this form and authorizes Contractor to charge any unpaid balances to the credit card submitted with this order.

Signature Date: _____ Print Name/Title _____
 Jacob K. Javits Convention Center 655 west 34th Street, New York, NY 10001 (212) 216-2433

Booth Security Services Terms & Conditions

Scope of Services: The services shall consist of patrolling and surveillance of the booth as well as other services described in this document. Services will be performed by Contractor's personnel who will be equipped with equipment which Contractor deems appropriate to perform the services.

Payment:

(a) Payment must be made in full 15 days prior to the first day for which service will be provided. Failure to do so will result in termination of this agreement.

(b) Credit Card charges are limited to \$10,000 per order. Any order exceeding \$10,000 must be paid by company check or wire transfer. Any balance due during or at the end of the event that does not exceed \$10,000 will be billed directly to the credit card number provided by Client.

(c) Make checks payable to the Jacob K. Javits Convention Center and mail them to: Jacob K. Javits Convention Center, Security Solutions Department, 655 West 34th Street, New York, NY 10001-1188. If paying by credit card or wire transfer, please contact receivables@javitscenter.com for instructions.

(d) Clients who choose to pay by check or money order must also supply a valid credit card number. Personal checks or checks drawn on foreign banks are not accepted.

(e) Unpaid balances are subject to a charge of \$25.00 for balances of less than \$500.00 and \$50.00 for balances of \$500.00 or more. Returned checks will be subject to a \$50.00.

Miscellaneous

(a) Contractor is responsible for the hiring, supervision, scheduling and compensation of the personnel performing such services.

(b) This agreement does not alter Client's obligations under other agreements it has with NYCCOC and the Event Manager for security nor does it diminish Client's and/or the Event Manager's obligations and liabilities under such agreements.

Limitation of Liability:

(a) Client acknowledges and agrees that Contractor is not an insurer or guarantor. The rates charged by Contractor hereunder are insufficient to guarantee that no loss will occur, and Contractor makes no guarantee, expressed or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose or otherwise, that the Services supplied will avert or prevent occurrences or losses. Client further acknowledges and agrees that it has the sole, absolute, and ongoing responsibility to determine the security requirements for the booth and Contractor shall have no liability to Client or any third party for claims that Services were inadequate. Client will indemnify and hold harmless Contractor from and against such third party claims as described herein.

(b) Contractor shall not be liable for failure to perform, loss, theft, damage, destruction of Client's property or property of any exhibitor or other person or entity, criminal or similar conduct, or for losses, damages of any kind, bodily injury or death including but not limited to those caused by any of the reasons described above as well as those 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.

(c) Client agrees that Contractor is providing services for the booth only and that Client has appropriate agreements with the Event Manager and others regarding their responsibilities regarding security. Contractor shall not be

liable in any manner to the Event Manager, exhibitors or other persons or entities not a party to this agreement for any reason including but not limited to the losses or damages described herein.

(d) IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE CLIENT OR TO ANY OTHER PARTY FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. 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) Client's sole and exclusive remedy and Contractor's sole and exclusive liability, if any, under this Agreement will be termination of this Agreement and a refund not exceeding the total amount paid by Client for the service.

Indemnification: Client hereby assumes liability for and agrees to indemnify, protect, and hold wholly harmless Contractor as well as the State of New York, the New York Convention Center Development Corporation, the New York State Urban Development Corporation d/b/a the Empire State Development, the Triborough Bridge and Tunnel Authority and their respective boards of directors, officers, agents and employees and any and all successors and assigns ("Indemnitees") 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 negligence or wrongful acts by the Client or its representatives, agents, employees, exhibitors, invitees or others.

Termination: Either party may terminate this agreement prior to the event upon 15 days advance notice to the other. Upon termination, Contractor will refund any payments made by Client after deducting expenses incurred by Contractor in preparing to provide services under this agreement.

Assignment: Contractor shall have the right to assign its interest under this Agreement to any other party subsequently providing services to the Center.

Relationship of the Parties: The relationship of Contractor to Client is that of an independent contractor for purposes of this security agreement. Nothing contained in this agreement is intended to create, or does create, a partnership, joint venture, employment, agency or bailor and bailee relationship between the parties hereto.

Entire Agreement: This Agreement and any attached or referenced documents shall 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.

Applicable Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of New York. With respect to any suit, action or proceeding relating to this Agreement, Client hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and of the United States District Court for the Southern District of New York. The parties designate New York County as the exclusive place of venue.

Tippling is not permitted. Any requests from personnel for gratuities should be immediately reported to contractor's management.