

**National Child Care Association
2012 National Conference
Sponsor & Exhibitor Toolkit**

March 1 – 3, 2012

Planet Hollywood ~Las Vegas, NV



WE'RE BACK!!!

The most popular national conference for private child care providers is BACK! Our members asked and NCCA answered. On March 1 – 3, 2012, NCCA will host child care providers from across the United States at Planet Hollywood in Las Vegas, Nevada. The attendance will be capped at 670 providers and NCCA is confident it can reach that number. March 1st will be dedicated to a small group of pre-conference attendees. March 2nd & 3rd will be NCCA's full-fledged conference days. Tracks will be available for owners, directors, managers, and teachers. Attendees will have their choice of classroom workshops or exhibitor presentations.

The Mission of NCCA

The Mission of National Child Care Association is to promote the growth and safeguard the interest of quality early childhood care and education focusing on licensed, private providers of these services. NCCA's national conference supports this mission.

NCCA's National Conference – A HISTORY OF EXCELLENCE

1997 – Fort Worth, TX	2001 – Las Vegas, NV	2005 – Orlando, FL
1998 – Las Vegas, NV	2002 – San Antonio, TX	2006 – Las Vegas, NV
1999 – Orlando, FL	2003- Nashville, TN	2007 – Las Vegas, NV
2000 – New Orleans, LA	2004 – New Orleans, LA	2008 – Long Beach, CA

2009 – 2011 – Regional Seminars

Salt Lake City, UT	Orlando, FL	Albuquerque, NM	Seattle, WA
Atlanta, GA	Atlantic City, NJ	Washington, DC	

CONFERENCE SCHEDULE

March 1 – Pre-conference Events and Evening Reception
March 2 – Workshops and Trade Show 8:00 am – 6:00 pm
Dinner – 6:00 pm
March 3 – Workshops and Trade Show 9:00 am – 5:00 pm

HOTEL INFORMATION

NCCA has arranged for a special \$119 per night rate with Planet Hollywood. Visit www.NCCAnet.org after June 1, 2011 for a link to hotel reservations.

CONFERENCE SPONSORS

SPONSOR OVERVIEW

NCCA offers a wide variety of sponsorship opportunities. These opportunities are for partners that would like to support the NCCA mission and have an elevated presence at the conference. Your support will contribute to the experience of every attendee. Limited opportunities are available on a first come basis.

Conference Super Sponsor

Conference Super Sponsor is presented with any contribution of \$7500*.

Conference Sponsors receive:

- Recognition on all conference emails or mailings
- Full page ad (color) in conference hand-out.
- Recognition on conference website
- Four complimentary registrations (Friday & Saturday)
- Five minutes in front of attendees during conference dinner or lunch (sponsor's choice)
- Introduction at dinner or lunch (not chosen above)
- Complimentary 10 x 10 booth
- One year of complimentary NCCA Associate Membership
- Signage at all conference meals and breaks (as allowed by Planet Hollywood)
- Opportunity to place up to three branded promotional items in attendee bags (pens, tablets, lanyards, are encouraged)
- One complimentary promotional literature in attendee bags.
- Company logo on attendee bags

Conference Host

Conference Host is presented with any contribution of \$5000*.

Conference Hosts receive:

- Secondary recognition on all conference emails or mailings
- Half-page ad (color) in conference hand-out.
- Secondary recognition on conference website
- Two complimentary registrations (Friday & Saturday)
- Introduction during conference dinner and lunch
- Complimentary 10 x 10 booth
- Complimentary six-month NCCA Associate Membership

Conference Donor

Conference Donor is presented with any contribution of \$2,000 or more.

Conference Hosts receive:

- Listing on Conference Donor page of conference hand-out.
- Two complimentary registrations (Friday & Saturday)

Interested in Sponsorship, please complete the application included in this toolkit. Publicity for this event will start in mid-June 2011 so respond early to be included in all PR.

**NCCA Member Plus Point Partners receive between 5 – 20% discount based on their level of NCCA membership.*

CONFERENCE EXHIBITORS

EXHIBITOR OVERVIEW

Vendors will be assigned booths where they can market their products or service. The NCCA conference is always a favorite with vendors as the attendees are primarily owners and directors...the decision makers.

VENDOR HALL SCHEDULE

Set Up – Thursday – March 1st - 4 pm – 11:30 pm

Friday – March 2nd 5 am – 7 am

Tear Down – Saturday – March 3rd - 5:15 pm – 11:30 pm

Public Hours – Friday – March 2nd 8:00 am – 6:00 pm

Saturday – March 3rd 9:00 am – 5:00 pm

NCCA Vendor Hall will be in Celebrity Ballroom 1-3. There will also be 10 booths available directly outside Ballroom 1. GES will work with vendors on booth assignments. Vendor space is limited. Planet Hollywood will make space available on the front parking loop for any vehicles on display.



SPONSOR/VENDOR APPLICATION

Company or organization's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email Address: _____ Website: _____

Contact Name: _____

Name & cell number of primary attendee: _____

Company name as it will appear on Booth Sign and in Conference Program:

Names as they are to appear on id badges

Name #1: _____ (included for all exhibitors and sponsors)

Name #2: _____ (included for all exhibitors and sponsors)

Name #3: _____ (extra \$ for all except Super Sponsors)

Name #4: _____ (extra \$ for all except Super Sponsors)

Donation Items: (each vendor is asked to donate a door prize and/or raffle a prize at their booth.

Please complete this information if you would like it to be listed in the program

Door Prize: _____ Value: _____

Raffle Prize: _____ Value: _____

Brief Description of Company and Products/Services:

If your company is interested in being considered as a presenter, please include a brief description of the proposed presentation here:

Presenters will be notified in late June 2011.

PRICING

Option 1 – Sponsorship

I would like to sponsor NCCA's 2012 Conference – Choose one...

___ Super Sponsor - \$7500 Please list items that will be donated for inclusion in attendee bags _____

___ Host - \$5,000

___ Donor - \$2,000

Total Sponsor Charge.....\$ _____

Feel free to choose additional items from the 'Exhibitor Pricing' to enhance your participation.

Option 2 - Exhibitor Pricing**

Quantity	Extension
_____ 10 x 10 booth (including 1-table, 8 foot back drape, 3 foot side drapes).....	\$1250.....\$ _____
Includes registration for two to all Friday and Saturday events plus line ad in conference handout	
_____ Upgrade to full page b&w ad.....	+\$200.....\$ _____
_____ Upgrade to ½ page b & w ad.....	+\$100.....\$ _____
_____ Upgrade to full page color ad insert.....	+\$500.....\$ _____
_____ Additional attendees (meals and snacks-Friday & Saturday).....	+\$190.....\$ _____
_____ Conference Bag Drop-ins (supplied by vendor) ...\$50 for exhibitors - \$150 for non-exhibitors.	\$ _____
_____ Corner Booth (if available).....	+\$200.....\$ _____
_____ Sponsor Charge – from Option 1 (if applicable).....	\$ _____
Pre-Discount Total.....	\$ _____

NCCA Vendor Partner Discounts – NCCA's thanks to their Member Plus Point Partners!!!

Platinum Partners receive 20% discount off entire fees

Gold Partners receive 10% discount off entire fees

Silver Partners receive 5% discount off entire fees

minus Discount.....\$ _____

Amount Due.....\$ _____

Payment methods

1. Credit Card - Fax completed form to 800-KIDS-161 (800-543—7161)

Circle one – Visa MasterCard Discover American Express

Card # _____ Expiration Date _____

Name on Card _____ Card ID Number _____

Signature of Card Holder _____

2. Check – mail completed form and check to NCCA ~1325 G Street NW~Suite 500~Washington, DC~20005

Faxed forms will hold reservation for two week pending receipt of mailed payment.

**Many of these items are included in pricing for Conference Super Sponsor and Conference Host.

NCCA EXHIBIT SPACE CONTRACT - 2012

VENDOR/SPONSOR APPLICATION: Applications with payment will be accepted by email (info@NCCAnet.org), mail (1325 G Street NW, Suite 500, Washington, DC 20005), or fax (800-543-7161). Exhibit space is assigned on a first-come, first-served basis. Applications faxed or emailed without reservation payment will be processed upon receipt BUT payment must be received within 14 days to hold reservation. Reservation will be cancelled without refund if balance is not received by January 1, 2012

BOOTH SPECIFICATIONS: Booths are 10' x 10' and consist of 8' back drape with matching 36" side curtains. Each booth includes a 6' draped table, and two chairs. The exhibitor area is carpeted. Draping color will be black. Table will have white top with black sides.

DOOR PRIZES: NCCA is requesting that every exhibitor donate an item or service as a door prize and/or conduct a raffle at their booth. All prizes will be awarded at the luncheon on Saturday. Door prizes will be collected Thursday afternoon and Friday morning and displayed throughout the conference. List your donation on the application for proper acknowledgement. Gift certificates (when appropriate) are encouraged for the benefit of traveling attendees.

REFUNDS OR CANCELLATIONS: No refunds will be made. Please plan carefully.

DRAYAGE: All drayage will be handled by the GES, the official general contractor. GES will be sending an exhibitor services manual via email. The manual will contain all shipping information and will be sent the beginning of July.

CONDUCTING EXHIBITS: Exhibits should be manned during all times the exhibit floor is open. Noise should be kept at a reasonable level with each booth area.

ELECTRICAL SERVICE: Electrical service is available through Encore Productions@Planet Hollywood. An application is available at the end of this package.

LIABILITY AND INSURANCE: Exhibitors assume responsibility and agree to indemnify and defend NCCA and Planet Hollywood and their respective employees and agents against any claims or expenses arising out of the use of the exhibition space.

SECURITY: NCCA cannot guarantee against loss or damage of any kind. NCCA does not maintain insurance covering Exhibitor's property.

PROTECTION OF PROPERTY: Exhibitors will be held liable for any damage caused to the property, and no material or matter of any kind will be attached in any way anywhere on the property.

MOVE IN/MOVE OUT/BREAK DOWN: setting up and breaking down of exhibits may only take place during assigned times.

SHIPPING & STORAGE: Storage of all equipment / freight prior to the exhibition shall be handled through GES, the official general contractor. GES will be sending an exhibitor services manual via email. The manual will contain all shipping information. The manual will be sent in the beginning of July.

EXHIBIT LABOR: All work involved in the erection, touch-up painting, dismantling, and repair of all exhibits -- when this work is done by persons other than your full-time company personnel -- will fall under union jurisdiction. This work is to include wall coverings, floor coverings, pipe and drape, painting, hanging of signs and/or decorative materials from the ceiling, placement of all signs, and the erection of platforms used for exhibit purposes. This does not apply to the unpacking and placement of merchandise.

Any full-time company personnel involved should be prepared to produce some type of company identification when engaged in these activities.

FREIGHT HANDLING: All work involved in the loading and unloading of all trucks, trailers and common and contract carriers, as well as the handling of empty crates and the operation of material handling equipment, is under union jurisdiction. The union also has the jurisdiction of the unloading, uncrating, unskidding, leveling, painting and assembly of machinery and equipment, as well as the reverse process.

Full-time employees of exhibiting companies may 'hand carry' material provided they do not use material handling equipment. When exhibitors do choose to 'hand carry' material, they may not be permitted access to the loading dock/freight door areas. GES Exposition Services will not be responsible for any material we do not handle.

All exhibitors are expected to comply with any union requirements in effect and as outlined in the "SHOW SITE WORK RULES" section of the Exhibitor kit provided by GES.

GRATUITIES: GES work rules prohibit the SOLICITATION OF ACCEPTANCE of tips in cash, product or gifts in kind by any employee (union or non-union). Our employees are paid appropriate wages denoting professional status, therefore tipping of any kind is not allowed.

ALWAYS HONEST HOTLINE: GES requires the highest standards of integrity from all employees. The GES Always Honest Hotline is available at 866.225.8230 to report fraudulent or unethical behavior.

I have read the above rules and understand their implications:

Printed name: _____

Signature: _____ Date: _____

Please return this signed contract with application. Reservation cannot be confirmed without contract.



Encore Productions at Planet Hollywood Resort & Casino

PH: (702)785-5042 | gmireles@encoreproductions.net



ENCORE PRODUCTIONS AT PLANET HOLLYWOOD LAS VEGAS

Booth Number:	To receive advanced pricing, Encore Productions must receive your completed order, with billing information, fourteen (14) days prior to show move-in.	EVENT NAME:
EVENT DATES:	INSTALL LOCATION IN ROOM/BOOTH: (Provide floor plan if available)	
INSTALL Date & Time:	DISCONNECT Date & Time:	
EXHIBITING COMPANY NAME:		
BILLING ADDRESS:		
CITY:	STATE:	ZIP:
ON-SITE CONTACT:		
TELEPHONE NUMBER:	FAX NUMBER:	ON-SITE PHONE:
ORDERED BY:		EMAIL ADDRESS:
CREDIT CARD TYPE:	EXP. DATE:	CREDIT CARD NUMBER:
CARDHOLDERS SIGNATURE:		PRINT CARDHOLDERS NAME:

BY SIGNING AND DELIVERING THIS FORM CUSTOMER AGREES TO ALL TERMS AND CONDITIONS ON THIS FORM. PLEASE READ THOROUGHLY FOR ALL INSTRUCTIONS PRIOR TO PLACING ORDER. **NO CHECKS ACCEPTED**

BOOTH LIGHTING SERVICES FORM

Encore Productions, its contractors, and subcontractors are not responsible for voltage fluctuation or power failure due to temporary conditions or loose connections. For your protection, you should install a surge protector under/over voltage protector on your computer(s) and/or other equipment you deem necessary. Encore Electrical should make installation of all electrical service. Encore will not be responsible for any damaged or lost equipment, component computer hardware or software and/or any damage or injury to any person, caused by the installation, connection, or plugging into any electrical by persons other than our personnel.

Please call for additional services that are not listed on this order form, or for custom quotes for large orders

Installation cannot begin until order is finalized and payment method has been received

Lighting Package Description	ADVANCED PRICING	STANDARD PRICING	QUANTITY	SUBTOTAL
Booth Lighting Package #1: 4' Track with one fixture	\$140.00	\$190.00		
Booth Lighting Package #2 4' Track with two fixtures	\$170.00	\$220.00		
Booth Lighting Package #3 4' Track with three fixtures	\$210.00	\$260.00		
Booth Lighting Package #4 4' Track with four fixtures	\$250.00	\$300.00		
Additional MR16 Lights	\$50.00	\$60.00		
75 Watt Flood Light on Stanchion Pole	\$95.00	\$120.00		
Double Flood Light on Stanchion Pole	\$170.00	\$195.00		

ALL LIGHTING PACKAGES INCLUDE POWER FOR THE LIGHTS

PRICING IS BASED ON A 3 DAY SHOW, ADDITIONAL DAYS WILL REQUIRE A 25% PER DAY CHARGE

ALL ELECTRICAL MATERIALS & OUTLETS WILL REQUIRE A 7% SERVICE FEE

7% SERVICE FEE

ALL LIGHTING ORDERS & ISLAND BOOTHS REQUIRE ELECTRICAL LABOR

MATERIAL AND SERVICES TOTAL

LABOR RATES: STRAIGHT TIME - \$85.00 OVERTIME - \$170.00

LABOR TOTAL

MINIMUM 1/2 HOUR TOTAL LABOR CHARGE FOR INSTALL AND DISMANTLE

GRAND TOTAL

LABOR: Labor between the hours of 8:00am and 5:00pm, Monday through Friday will be at the straight time labor rate. Labor before 8:00am and after 5:00pm, Monday through Friday and all Saturdays, Sundays and Holidays will be at the overtime rate. A minimum labor charge per booth on 1/2 hour for installation and dismantle will apply to all booths ordering lighting. A floor plan is needed in order to proceed with electrical distribution from overhead or under the booth carpet for the lighting source. Please indicate what type of labor assistance you will require by completing the appropriate information below. Please indicate dates you would like work to commence.

DATE/TIME:	DISTRIBUTION UNDER CARPET:	OVERHEAD DISTRIBUTION (WHERE AVAILABLE):	LIGHTING FIXTURES:	EQUIPMENT HOOKUP:
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ELECTRICAL LIGHTING IS AN EXCLUSIVE SERVICE OF PLANET HOLLYWOOD

Prices Subject to change without Notice

Rev 3/10/11



Audio/Visual Services



planet hollywood
RESORT & CASINO - LAS VEGAS

Popular Packages

qty	description	# days	price	total
	PACKAGE #1 - From \$158 / Day	1	\$158.00	\$0.00
	Meeting Room Screen			
	Projection Cart			
	Electrical Power & Cables			
	PACKAGE #2 - From \$835 / Day	1	\$835.00	\$0.00
	Meeting Room LCD Projector & Screen			
	Projection Cart/Stand			
	All Cabling, Extension Cords, etc.			
	PACKAGE #3 - From \$310 / Day	1	\$310.00	\$0.00
	Standing Podium			
	Podium Microphone & Mixer			
	Electrical Power, & Cables			
	PACKAGE #4 - From \$735 / Day	1	\$735.00	\$0.00
	VHS / DVD Combo Player			
	42" Plasma Monitor with Stand			
	All Cabling, Extension Cords, Etc.			
	PACKAGE #5 - From \$860 / Day	1	\$860.00	\$0.00
	50" Plasma Monitor with Stand			
	VHS / DVD Combo Player			
	All Cabling, Extension Cords, Etc.			
	PACKAGE #6 - From \$175 / Day	1	\$175.00	\$0.00
	Add a Wireless Lavalier Mic (+ \$175)			
	Add Flipchart Package w/3M paper (+ \$90)			
	Add a CD Player (+ \$70)			
	PACKAGE #7 - From \$525 / Day	1	\$525.00	\$0.00
	Add additional 42" Monitor (+ \$525)			
	Add Wireless Lav & Audio Mixer (+ \$310)			

Video Components

qty	description	# hrs	price	total
	Video / Data Monitors			
	20-inch LCD Computer Monitor	1	\$118.00	\$0.00
	32-inch Plasma Monitor	1	\$283.00	\$0.00
	42-inch Plasma Monitor	1	\$525.00	\$0.00
	50-inch Plasma Monitor	1	\$685.00	\$0.00
	60-inch Plasma Monitor	1	\$1,260.00	\$0.00
	DVD Player	1	\$65.00	\$0.00
	Video / Data Projectors			
	Meeting Room Projector	1	\$725.00	\$0.00
	Event Projector		- CALL FOR PRICING -	
	Premiere Projector		- CALL FOR PRICING -	
	Platinum Projector		- CALL FOR PRICING -	
	Electrical			
	20 Amp 110V Power Service (per day)	1	\$55.00	\$0.00
	Labor			
	Rigger			
	see attached Terms and Conditions			

Electrical

qty	description	# hrs	price	total
	20 Amp 110V Power Service (per day)	1	\$55.00	\$0.00
	Labor			
	Rigger			
	see attached Terms and Conditions			

gmireles@encoreproductions.net

Screens & Drape

qty	description	# days	price	total
	Standard Screens			
	6' X 6' Tripod Screen	1	\$50.00	\$0.00
	8' X 8' Tripod Screen	1	\$50.00	\$0.00
	10' X 10' Cradle Base	1	\$60.00	\$0.00
	12' X 12' Cradle Base	1	\$70.00	\$0.00
	Fast Fold Screens with Dress Kilt			
	6' x 8' Fast Fold Screen	1	\$185.00	\$0.00
	7.5' x 10' Fast Fold Screen	1	\$185.00	\$0.00
	9' x 12' Fast Fold Screen	1	\$185.00	\$0.00
	10.5' x 14' Fast Fold Screen	1	\$250.00	\$0.00
	Drape			
	16' x 10' Black Drape (labor not included)	1 week	\$170.00	\$0.00
	22' x 10' Black Drape (labor not included)	1 week	\$170.00	\$0.00

Audio Components

qty	description	# days	price	total
	Microphones			
	UHF Wireless Microphone System	1	\$175.00	\$0.00
	Handheld headset			
	Lavalier			
	Wired Microphone	1	\$35.00	\$0.00
	Handheld headset			
	Lavalier			
	PZM Microphone	1	\$30.00	\$0.00
	Mixers / Amplifiers			
	12 Channel Stereo Mixer	1	\$135.00	\$0.00
	16 Channel Stereo Mixer	1	\$170.00	\$0.00
	Stereo Equalizer	1	\$50.00	\$0.00
	FX & Signal Processing Rack (Operator Required)	1	\$250.00	\$0.00
	Speakers and Players / Recorders			
	Full Range Powered Speaker w/Tripod Spkr Stand	1	\$100.00	\$0.00
	Sub Cabinet	1	\$60.00	\$0.00
	CD Player	1	\$70.00	\$0.00
	Event Support Equipment			
	Miscellaneous			
	Podium	1	\$80.00	\$0.00
	Flipchart with Markers and 3M Paper	1	\$90.00	\$0.00
	Whiteboard and Markers	1	\$55.00	\$0.00
	Laser Printer	1	\$55.00	\$0.00
	Easel for Signage	1	\$20.00	\$0.00
	AC Cord	1	\$5.00	\$0.00
	Powerstrip	1	\$10.00	\$0.00
	Computers			
	Laptop Computer	1	\$250.00	\$0.00
	Desktop Computer	1	\$350.00	\$0.00
	Wireless Mouse	1	\$20.00	\$0.00

Event Support Equipment

qty	description	# days	price	total
	Miscellaneous			
	Podium	1	\$80.00	\$0.00
	Flipchart with Markers and 3M Paper	1	\$90.00	\$0.00
	Whiteboard and Markers	1	\$55.00	\$0.00
	Laser Printer	1	\$55.00	\$0.00
	Easel for Signage	1	\$20.00	\$0.00
	AC Cord	1	\$5.00	\$0.00
	Powerstrip	1	\$10.00	\$0.00
	Computers			
	Laptop Computer	1	\$250.00	\$0.00
	Desktop Computer	1	\$350.00	\$0.00
	Wireless Mouse	1	\$20.00	\$0.00

Your Order's Sub Total

\$0.00

please complete form and return by email:

email | gmireles@encoreproductions.net

COMPANY INFORMATION

COMPANY: _____

ADDRESS: _____

ADDRESS (continued): _____

CITY: _____ STATE: _____

ZIP: _____ COUNTRY: **United States**

TELEPHONE: _____

FAX: _____

ORDERED BY: _____

EMAIL ADDRESS: _____

EVENT INFORMATION

EVENT NAME: _____

ROOM #: _____

ONSITE CONTACT: _____

BEO/REF #: _____

DELIVER Date: _____ Time: _____

PICKUP Date: _____ Time: _____

CONTACT US

encore temp desk/catering ofc
3667 Las Vegas Blvd. South,
Las Vegas, NV 89109
p | 702.785.5042

gmireles@encoreproductions.net



Audio/Visual Services



planet hollywood™
RESORT & CASINO • LAS VEGAS

return completed form by email to gmireles@encoreproductions.net

Your Order Totals	
Services/Equipment Total	\$0.00
Labor Total	\$0.00
22% of Equipment Sub Total (\$25 minimum)	\$25.00
Additional Hourly Labor/Facility/Handling if Required	\$0.00
TOTAL	\$25.00

credit card information

Visa Mastercard AmEx Discover

card #: v code *

expiration: month year

* 3 digit number on back of Visa, MC and Discover cards OR 4 digit number on front of AmEx card.

The undersigned has read and agrees to all of the terms and conditions, and labor rates of this rental agreement. The undersigned authorizes Encore to charge the above listed credit card for the equipment, labor and/or services detailed in this agreement, and for any client approved add-ons and change orders.

Digital Signature

PRODUCTION & CREATIVE SERVICES

- event design from concept to closing curtain
- message assessment and strategy
- theme creation and development
- scripting
- story boarding
- show design
- show direction
- video conception and creation
- music design
- art direction
- 2d and 3d graphics
- animations
- speaker support
- set design and construction
- talent and speaker booking



visit us on the web at www.encoreproductions.net

Event Labor Rates and Terms

Call and speak to an account executive for an explanation of labor rates and terms and for an estimate of the labor required for your event.

CALL 702.785.5042

Cancellation

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 account

Prices effective January 1, 2009 and are subject to change without notice.

Prices reflect daily rates unless otherwise noted. To ensure availability, please reserve equipment 30 days in advance. Premium charges may apply to orders placed within 48 hours of meeting date.

COMPANY INFORMATION

COMPANY:

ADDRESS:

ADDRESS (continued):

CITY: STATE:

ZIP: COUNTRY: United States

TELEPHONE:

FAX:

ORDERED BY:

EMAIL ADDRESS:

EVENT INFORMATION

EVENT NAME:

ROOM #:

ONSITE CONTACT:

BEQ/REF #:

DELIVER Date Time

PICKUP Date Time

CONTACT US

encore temp desk/catering ofc
3667 Las Vegas Blvd. South,
Las Vegas, NV 89109
p | 702.785.5042

gmireles@encoreproductions.net

encore rental agreement - terms & conditions

1. PAYMENT TERMS

Lessee agrees to pay Encore Productions, Inc. (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.

16. 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.

