



INTERNET SERVICE CONTRACT

FORT WORTH CONVENTION CENTER



If you have any questions, please call us Toll Free: 1-833-320-3294. To order online, click [here](#) or scan the QR code.

Event Name: _____
 Event Start Date: / /
 Event End Date: / /
 Booth/Room #: _____
 On-Site Contact: _____
 Cell #: _____
 On-Site Contact Email Address: _____

Company Name: _____
 Billing Name: _____
 Billing Address: _____
 City: _____ State: _____ Zip: _____
 Country: _____
 Phone #: _____
 Billing Contact Email Address: _____

Hospitality Network has a full list of products beyond the internet drop services listed below. Please contact us to discuss any additional needs you may have.

20% Early Ordering Discount - Final order and payment must be received 30 days prior to the listed event start date.
A 20% Expedite Fee will be applied to any order placed 72 hours or less before the listed event start date.

ADVANCED ORDER DEADLINE: 30 DAYS PRIOR TO 1ST DAY OF SHOW MOVE-IN

BASIC INTERNET, NOT FOR STREAMING		Qty	Advanced	Standard	Expedited	Total
Includes: 1 Private IP Address, Routers NOT permitted						
3 Mbps (DHCP), Intended for light Internet usage			\$800.00	\$1,000.00	\$1,200.00	
Additional Device(s), per device up to 6.			\$165.00	\$190.00	\$230.00	
DEDICATED INTERNET, FOR STREAMING, GAMING & WEBCAST		Qty	Advanced	Standard	Expedited	Total
Includes: 5 IP Addresses, Routers permitted						
Dedicated 3 Mbps			\$3,145.00	\$3,900.00	\$4,700.00	
Dedicated 6 Mbps			\$5,300.00	\$6,600.00	\$7,900.00	
Dedicated 10 Mbps			\$7,000.00	\$8,800.00	\$10,600.00	
Dedicated 15 Mbps			\$10,530.00	\$13,000.00	\$15,800.00	
Dedicated 20 Mbps			\$13,900.00	\$17,400.00	\$20,900.00	
<i>HIGHER BANDWIDTH SERVICES AVAILABLE</i>						
WIRELESS PRICING		Qty	Advanced	Standard	Expedited	Total
5 Device Limit			\$2,339.00	\$2,807.00	\$3,368.00	
15 Device Limit			\$4,133.00	\$4,960.00	\$5,952.00	
30 Device Limit			\$6,762.00	\$8,114.00	\$9,737.00	
Additional Access Point Rental			\$750.00	\$750.00	\$750.00	
INTERNET EQUIPMENT & LABOR		Qty	Advanced	Standard	Expedited	Total
Switch Rental - up to 24 ports			\$185.00	\$225.00	\$270.00	
Patch Cable (up to 100') - Cat5e			\$50.00	\$62.00	\$74.00	
Labor/Floor Work - four lines per hour			\$125.00	\$125.00	\$125.00	
PAYMENT INFORMATION BY CREDIT CARD After processing you will receive an email which contains a weblink to enter your credit card information on a secure site.					Sub-Total	
					Tax (8.25%)	
					TOTAL AMOUNT DUE	

Taxes and fees, if applicable, are additional and subject to change from time to time. Customer agrees to pay Hospitality Network for any additional taxes and fees that are not listed on this page upon receipt of an invoice from Hospitality Network. Customer shall be responsible for the value of unreturned Hospitality Network owned equipment after event. The value of unreturned equipment will be the price listed on the order form, plus an additional 20% lost equipment fee. Prices are subject to change at any time without notice.

Customer's Signature

Customer's Name (print)

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Booth Diagram Information - Voice and Internet

Please indicate on the grid, the location of your Voice and Internet drop(s).
If no location is indicated, Voice and Internet drop(s) will be placed in the middle back of the booth.

This booth diagram or a detailed floor plan must be submitted with your order

Adjacent Booth # _____

Adjacent Booth # _____

Adjacent Booth # _____

Adjacent Booth # _____

TERMS AND CONDITIONS OF SERVICE

1. **Service and Installation** Hospitality Network, LLC ("Hospitality"), shall provide Customer with certain services ("Services") and equipment ("Equipment") as described on the first page for the use of Customer and Customer's agents, independent contractors and guests attending or participating in an event hosted by Customer ("Customer's Guest"). Customer understands that Hospitality is the exclusive provider of all telecommunications services at the Fort Worth Convention Center (the "Facility"). Furthermore, Hospitality is the exclusive provider at the Facility of all floor work associated with the extension of telecommunications and networking services, including, without limitation, coax, fiber or any cabling that transmits voice, data or video. Customer shall be responsible for the acts of Customer's Guests in connection with the Services as if such acts were performed by Customer. Except to the extent caused by Hospitality, a Hospitality agent or subcontractor, Customer shall be responsible for damage to any Equipment provided hereunder. Neither Customer nor any Customer Guest may use the Services in any manner that interferes with or impairs any Hospitality network, whether wired or wireless, Equipment or facilities. The Equipment may be used only for the purpose of receiving the Services. For Hospitality Internet services, bandwidth speed options may vary. Customer acknowledges and agrees that Customer and Customer's Guests may not always receive or obtain optimal bandwidth speeds and Hospitality network management needs may require Hospitality to modify upstream and downstream speeds.

2. **Service Date and Term** This Agreement shall be effective upon execution by the parties. Services shall be provided beginning on the Event Start Date and ending on the Event End Date, as described on the first page of this Agreement. Hospitality shall use reasonable efforts to make the Services available by the Event Start Date; provided, however, that Hospitality shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays beyond its reasonable control.

3. **Customer Responsibilities** Customer shall ensure that Customer and Customer's Guests use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer is purchasing access codes enabling Customer or Customer's Guests to access the Internet, such individuals will be required to agree to the terms of a Hospitality end user license agreement before accessing the Internet. If Customer is purchasing bandwidth and itself controlling access to the Internet, Customer agrees to require all individuals accessing the Internet to agree to the terms of an end user license agreement reasonably acceptable to Hospitality. Customer is responsible for ensuring that all Customer and Customer Guest equipment is compatible for the Services selected and with the Hospitality network.

4. **Equipment** Unless otherwise provided herein, Customer agrees that Hospitality shall retain all rights, title and interest to facilities and Equipment installed by Hospitality hereunder and that Customer shall not create or permit to be created any liens or encumbrances on such Equipment. Hospitality shall install Equipment necessary to furnish the Services to Customer. Customer shall not modify or relocate Equipment installed by Hospitality without the prior written consent of Hospitality. Customer shall not permit tampering, altering or repair of the Equipment by any person other than Hospitality's authorized personnel. For Hospitality-owned Equipment, Customer shall, at the expiration or termination of this Agreement, return the Equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the Equipment is not returned to Hospitality in good condition, Customer shall be responsible for the value of such Equipment as provided on the first page of this Agreement, or if no such value is provided, for the replacement cost of such Equipment. Hospitality shall repair any Equipment owned by Hospitality at no charge to Customer provided that damage is not due to the negligence or intentional misconduct of Customer. If additional equipment not listed on the first page of this Agreement, including but not limited to, televisions, monitors, computers, circuits, software or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.

5. **Resale of Service** Neither Customer nor any Customer Guest may resell any portion of the Services to any other party.

6. **Default** If Customer or any Customer Guest fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Hospitality, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

7. **Termination** Hospitality reserves the right to require Customer to pay an early termination fee equal to 10% of the Hospitality services ordered, if Customer cancels an order after the order is placed, but before the installation date. No refunds will be provided to orders which are canceled after they have been installed. Wireless devices not authorized by Hospitality are prohibited. Use of any device that interferes with Hospitality's network is prohibited. If there is signal interference, Hospitality may terminate this Agreement if Hospitality cannot resolve the interference by using commercially reasonable efforts. If Hospitality loses its right to sell Services at the Facility, Hospitality may assign this Agreement to a third party or terminate this Agreement by providing written notice to Customer and by refunding all prepaid amounts to Customer.

8. **LIMITATION OF LIABILITY** HOSPITALITY SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL HOSPITALITY BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. HOSPITALITY SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF HOSPITALITY. UNDER NO CIRCUMSTANCES WILL HOSPITALITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT. HOSPITALITY'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER.

9. **Assignment** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Hospitality, which consent may be withheld in Hospitality's discretion. Hospitality may assign this Agreement and Service may be provided by one or more legally authorized Hospitality affiliates.

10. **WARRANTIES** EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND HOSPITALITY DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. HOSPITALITY MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. **INDEMNITY** Customer shall indemnify and hold Hospitality and its respective affiliates, subcontractors, employees and agents harmless (including payment of reasonable attorney's fees) from and against any claims, actions or demands relating to or arising out of Customer's or Customer's Guests use of the Service including without limitation (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or Customer's Guests or (ii) any malicious act or act in violation of any laws committed by Customer, its employees or Customer's Guests.

12. **Viruses, Content, Customer Information** Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting Customer and Customer's guests' networks, equipment and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Hospitality may disclose Customer information to law enforcement or to any Hospitality affiliate. Hospitality may delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network.

13. **Public Performance** If Customer engages in a public performance of any copyrighted material through use of the Services provided under this Agreement, the Customer, and not Hospitality, shall be responsible for obtaining any public performing licenses.

14. **Regulatory Authority-Force Majeure** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, pandemics, epidemics, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

15. **Miscellaneous** This Agreement constitutes the entire agreement between Hospitality and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Except as provided herein, this Agreement may be modified, waived or amended only by a written amendment signed by both parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Texas. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. Any provision that should by its nature survive the termination or expiration of this Agreement shall survive such termination or expiration. Hospitality network management needs may require Hospitality to modify upstream and downstream speeds. Use of the data, Internet, Services is subject to the "AUP" at <https://www.coxhn.com/acceptable-use-policy/>. Hospitality, in its sole discretion, may modify, supplement, or delete any portion of the AUP from time to time, without additional notice to Customer, and any such changes will be effective upon Hospitality publishing such changes on the applicable website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS, INCLUDING THE AUP. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges, and deposits, imposed on the use of the Services. All orders are subject to approval of Hospitality.