



**Hotel Internet Services 866-265-7575 - TERMS AND CONDITIONS**  
**For Services at the Monterey Conference Center**

<b>Conference:</b>
<b>Company Name:</b>
<b>Address:</b>
<b>City, State:</b>
<b>Contact:</b>
<b>Email :</b>
<b>Phone #:</b>
<b>Fax#:</b>
<b>Event Dates: / / To / / Time: / / To / /</b>

**Fax this form to (866) 284-4911**

**1. Hotel Internet Services (HIS) is the exclusive provider of telephone and data service at the Monterey Conference Center**

**2. Telephone and Data Specific:**

- a). **ALL** telephone service within the Monterey Conference Center **MUST** be ordered through **HIS - 866-265-7575**
- b). The analog lines work with standard telephone instruments, which are not included in the installation fee. Instruments are available for rent, or they can be provided by the user. **INTERNET SERVICE IS NOT PROVIDED WITH THE ANALOG CONNECTIONS.**
- c). For an analog line, service must be requested two weeks in advance to guarantee service.
- d). Contact **HIS** for assistance with additional service or equipment requests and corresponding fees.
- e). Customers cannot resell services.

**3. Charges and Refunds:**

- a). A \$50 Service Charge will be charged for returned checks.
- b). A minimum of \$75 will be charged to move an installed line.
- c). A minimum \$75 charge will be made for lost or damaged telephone instruments.
- d). A \$25 charge will be made for lost or damaged connector cords.
- e). A charge of \$25 per line will apply for reprogramming and changes to calling restrictions for telephone service.
- f). Line cancellation charges are \$50 within 72 hours prior to installation.
- g). After event begins, there will be no refunds for the cancellation of phone or data lines.
- h). Refunds made on orders prior to event day and installation, will be made payable or credited to the customer/exhibiting company, as listed, within 30 days of the close of the event.
- i). We reserve the right to immediately disconnect any device from the network if there is a violation of our terms without refund.

**4. Authorization:** The order form constitutes authorization of **HIS** in cooperation with the Monterey Conference Center to:

- a). Provide services and to handle negotiations for the installation of telecommunication services and equipment, including rearrangement and/or disconnection of service and equipment.
- b). Make credit card charges against the credit card provided on file for all services provided.

**5. Payment Policy:**

- a). To receive the advance order price, the order must be received two weeks prior to show move-in for analog lines and broadband service.
- b). Payment by credit card (VISA, MASTERCARD or AMERICAN EXPRESS only) or check must accompany this form.
- c). Last minute orders will need to be guaranteed via credit card. In the event Direct or Master Billing is in place but not able to be verified, at the time of the event, the individual requesting service will need to provide a valid credit card. If Master Billing is available and verifiable at a later time the credit card will not be charged.

**6. Direct or Master Bill Clients** require a written Purchase Order with authorized personnel designated in advance of the event. A 25% surcharge will be added for **HIS** Broadband services and analog lines that are billed through the users master account at the Monterey Conference Center.

**7. Every device** connected to the Internet must have a purchased IP address. Charges will be collected from the end user for additional IP's.

**8. Equipment** not returned at the close of the event will be charged full price.

**9. it is understood** that the Monterey Conference Center WiFi System is an open network. No Virus protection or security is included. Users are responsible for their own security.

10. The Monterey Conference Center and Hotel Internet Services reserve the right to disconnect any equipment that is found to be causing network problems, including but not limited to SPAMMING, (intentional or not,) and if it is determined that Spy ware, worms or viruses are emanating from the device running any type of port scan or network degradation function including denial of service attacks. A fee up to \$750 may be collected.

11. Internet Security Disclaimer: **HIS** and MCC does not provide security such as, but not limited to, firewalls, etc. for any lines we provide. It is the sole responsibility of the Customer to provide any necessary security.

12. Monterey Conference Center & **HIS** assumes no liability for intrusion or damage which may be caused by Spy ware, viruses or worms which may be present on the network. Users are advised to bring in protection for viruses, worms and spy ware.

13. Client agrees not to resell, extend, bridge or otherwise misuse the Monterey Conference Center & **HIS** Connection(s) and or services.

14. Choice of Law. This agreement shall be governed by and construed in accordance with the laws of the State of California.

**15. Unauthorized Wireless Devices are strictly prohibited.**

16. Modification -The agreement shall not be modified or amended except by written instrument signed by both parties.

17. It is illegal to display pornographic material in public places. The Monterey Conference Center or Hotel Internet Services will disconnect any person in violation and may take legal action against users found to be displaying pornographic marterials.

18. The prices listed on this contract may not include Federal, State, Local or Other Taxes and Tax surcharges. Taxes/Tax surcharges will be included on your final bill. **HIS** Federal Tax ID is 20-0262749.

19. DISCLAIMER OF WARRANTY. THE FOREGOING CONSTITUTE OUR ONLY WARRANTIES WITH RESPECT TO THE PERFORMANCE OR NONPERFORMANCE OF THE SYSTEMS AND APPLICATIONS AND/OR THE SERVICES WHICH ARE OTHERWISE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF, AND HIS HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LIMITATION OF LIABILITY. EXCEPT FOR OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, YOU AGREE THAT UNDER NO CIRCUMSTANCES IS HIS LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF THE SYSTEMS OR OUR SERVICES OR OBLIGATIONS UNDER THIS AGREEMENT EVEN IF **HIS** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY TO YOU FOR ANY REASON UPON ANY CAUSE OF ACTION ARISING OUT OF THE SYSTEM OR OUR SERVICES UNDER THIS AGREEMENT SHALL BE THE AMOUNT ACTUALLY PAID BY YOU TO **HIS**.

THE LIMITATION OF LIABILITY PROVIDED BY THIS SECTION IS LIMITED TO OUR DUTIES AND LIABILITIES BY REASON OF THIS AGREEMENT ONLY, AND DOES NOT AFFECT ANY OTHER RELATIONSHIP **HIS** MAY HAVE WITH YOU.

20. We have read and agree with the payment terms and terms of use conditions.

**Authorized Signature:**

**Date**

**This signature is binding on all company attendees.**

**PRINT NAME:**