

**Electrical Services — Safety Policy Regarding Battery Powered Outlets (BPEO) at Salt Lake County exhibition facilities - Salt Palace Convention Center and Mountain America Exposition Center**

**!** Salt Palace Convention Center and Mountain America Exposition Center retain the right to provide, charge for, and regulate all utility usage, including electrical, within these venues. This service is generally provided through a third party contractor, such as an exhibition services contractor.

Battery Powered Electric Outlets (BPEO) are permitted **ONLY** under the following conditions:

- BPEO is **permitted** if it is used to power small, personal electronic devices such as a cell phone or tablet via a standard USB style connection.
- BPEO is **permitted** if it is UL listed or Certified.

Battery Powered Electric Outlets (BPEO) are ALWAYS prohibited under the following conditions:

- BPEO is **prohibited** if it can accept standard two or three prong electrical cords.
- Portable power stations, battery generators or A/C generators are **prohibited**.



**PAGE TOTAL** \$

Company Name: \_\_\_\_\_ Booth #: \_\_\_\_\_

## Electrical Services

**⚡ Determine power needs by checking the UL rating plates of each electrical item to be used in your booth.** Plate will give information regarding VOLTS (ex. V120), WATTS (ex. W1000) and/or AMPS (ex. A30). Add power requirements of all items to be powered in the booth and select the appropriate service from the list below. For questions or assistance, please contact our exhibitor service staff.

**⚡ Electrical service must be ordered by each individual exhibitor and may not be shared with, or borrowed from, a neighboring exhibitor.** Modern Expo & Events and the exhibit facility conduct metered electrical audits during each show. Any exhibitor found to be accessing electricity without having ordered and paid for it, or accessing more power than ordered, will have their power disconnected until an electrical order, plus a minimum one hour electrician fee, is received and paid in full.

**! IMPORTANT:** All power connections will be placed at the back of your booth unless otherwise indicated on the following page. Outlets with specific placement or 20 amps or more will be charged a minimum of 1-hour electrician labor.

120 VOLT OUTLETS				
QTY	ITEM DESCRIPTION	DISCOUNT	STANDARD	TOTAL
	Outlet up to 5 amp or 500 watt	\$110.00	\$143.00	\$
	Outlet up to 10 amp or 1000 watt	\$160.00	\$208.00	\$
	Outlet up to 15 amp or 1500 watt	\$209.00	\$272.00	\$
	Outlet up to 20 amp or 2000 watt	\$232.00	\$302.00	\$
<i>NOTE: Four or more outlets per booth and all electrical service 20 amps and above require a minimum of one (1) hour of electrician labor.</i>				

SINGLE PHASE 208 VOLT OUTLETS				
QTY	ITEM DESCRIPTION	DISCOUNT	STANDARD	TOTAL
	20 amps or less	\$314.00	\$409.00	\$
	30 amps	\$377.00	\$490.00	\$
	60 amps	\$627.00	\$815.00	\$
	Greater than 60 amps	CALL	CALL	\$
<i>NOTE: All 208 volt outlets require a minimum of one (1) hour of electrician labor.</i>				

THREE PHASE 208 VOLT OUTLETS				
QTY	ITEM DESCRIPTION	DISCOUNT	STANDARD	TOTAL
	20 amps or less	\$419.00	\$545.00	\$
	30 amps	\$501.00	\$652.00	\$
	60 amps	\$827.00	\$1075.00	\$
	Greater than 60 amps	CALL	CALL	\$
<i>NOTE: All 208 volt outlets require a minimum of one (1) hour of electrician labor.</i>				

ELECTRICIAN LABOR				
QTY	ITEM DESCRIPTION	DISCOUNT	STANDARD	TOTAL
	Electrician Labor Straight Time per hour	\$89.00	\$116.00	\$

ELECTRICAL ACCESSORIES				
QTY	ITEM DESCRIPTION	DISCOUNT	STANDARD	TOTAL
	Multi-outlet Plug Strip	\$19.00	\$25.00	\$
	Extension Cord	\$19.00	\$25.00	\$

<b>PAGE TOTAL</b>	<b>\$</b>
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Company Name: \_\_\_\_\_ Booth #: \_\_\_\_\_

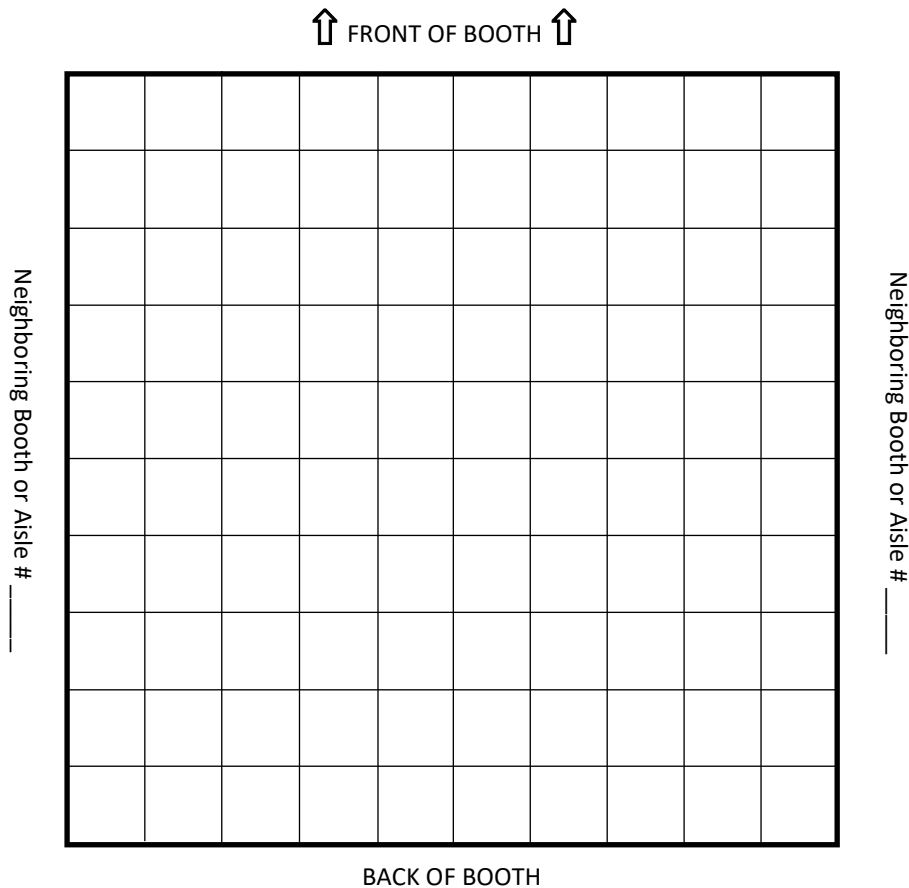
**Custom Electrical Drops**

Please indicate desired location of custom electrical drops in the diagram below. Indicate any large equipment or display items to provide context.

Please attach this page to the electrical order form to ensure proper placement of the outlets in your booth.

Rates quoted for all connections cover delivery to one location in island booths and to one location at the rear of inline or peninsula booths. If you require the outlets to be distributed to any other location, material and labor charges apply. There is a minimum charge of 1 hour for installation and a half hour for removal.

*All outlets will be placed at the back of the booth unless otherwise indicated in the grid below*



Please indicate measurements in feet from booth edge(s) of desired electrical drops.

<b>PAGE TOTAL</b>	\$ _____
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Company Name: \_\_\_\_\_ Booth #: \_\_\_\_\_

## Electrical Rules & Regulations

Electrical service is **not** included as part of your booth space rental. The exhibit facility requires that all exhibitors contract with Modern Expo & Events for installation of electrical services and must pay MEE a fee for electrical service used, on a rate schedule determined by the exhibit facility. **Please help us provide you with the best service by ordering your electrical service in advance. Advance orders receive priority service.**

Extension cords are **not** included in your order. You may rent them from Modern Expo & Events, or use your own. Please adhere to the following **FACILITY REQUIREMENTS**:


Any extension cords brought in by exhibitors or designated contractors, must be flat cord. **ROUND CORDS ARE NOT ALLOWED.**


**Triple outlet adapters, or multiple outlet extension cords are NOT ALLOWED.**


**All cords in traffic areas must be taped down with black & yellow caution tape.** Including within your booth if the public is allowed inside your booth.


**All cords must be grounded.**


**Facility or Fire Marshal representatives may inspect this event and require changes to your booth if the above requirements are not met.**


 Exhibitors and/or their contractors may **not** make any connection to a permanent facility electrical connection. Any unauthorized electrical connections will be disconnected until such service has been ordered and paid for through MEE representatives. MEE shall not be responsible for any damage, inconvenience or loss of business to exhibitors that have electrical service disconnected due to unauthorized connection or failure to pay for electrical service.


 Exhibitors may not share electrical connections with neighboring exhibitors, or make connection to extensions cords or other power supplies provided for their neighbor.


 Materials provided for electrical service (cords, cables, plug strips, distribution equipment, etc.) are the property of MEE and are not to be moved, altered or removed from the booth space by exhibitors or their agents. Any material or equipment missing from the booth space at the close of the show will be billed to the exhibitor of record at full replacement cost as determined by MEE.

 Modern Expo & Events is not responsible for fluctuations in delivered power or interruptions in electrical service due to circumstances beyond its control (ex. facility power supply issues, power outages, brown-outs, etc).

 Modern Expo & Events is not responsible for damage to equipment or display materials resulting from failure to order adequate power to properly operate such equipment or display material. Please check to make sure that you understand your power needs and order enough electricity to adequately power those needs.

 Electrical rates provide power to a single location within the booth space. For in-line and peninsula booths, service is provided to the back center of the booth. For island booths, service is provided to a single location within the booth. Custom service drops are available for an additional fee. Electrical charges are based upon wattage/ampereage, regardless of the amount of time used. If the exhibitor is found using more than was ordered, the exhibitor will be charged accordingly.

 Electrical rates do not include connection of exhibitor equipment or display material to electrical service drop. Custom connection is available on a time and material basis.

 The use of portable power stations, battery generators and A/C generators is prohibited.



Only flat extension cords are allowed in this facility, including within exhibit booths.



Triple Outlet Adapters **NOT** allowed in the facility.



All cords in traffic areas **MUST** be taped down with black and yellow caution tape.

### Third-Party Payment Authorization

- Ⓢ This form must be completed and returned to Modern Expo & Events by the deadline date.
- Ⓢ Both parties must sign this form, indicating acceptance, or the request for third-party payment will be denied.
- Ⓢ By signing this form, the Exhibitor agrees that it is ultimately and finally responsible for charges incurred on its behalf by its appointed contractor or third-party payer. If the named third-party fails to make payment, ME&E will demand payment from the Exhibitor of Record prior to close of show.

SERVICES COVERED BY THIRD-PARTY PAYMENT					
<input type="checkbox"/>	All Services	<input type="checkbox"/>	Booth Furnishings	<input type="checkbox"/>	Specialty Furnishings
<input type="checkbox"/>	Electrical Service	<input type="checkbox"/>	Carpet	<input type="checkbox"/>	Material Handling
<input type="checkbox"/>	Booth Cleaning	<input type="checkbox"/>	Floral	<input type="checkbox"/>	Labor
<input type="checkbox"/>	Forklift	<input type="checkbox"/>	Sign Hanging	<input type="checkbox"/>	Other

THIRD PARTY INFORMATION			
Company Name:		Contact:	
Address:		Phone:	
City, State, ZIP		Email:	
Authorized Signature:		Alt. Phone (opt)	

EXHIBITING COMPANY INFORMATION			
Company Name:		Contact:	
Address:		Phone:	
City, State, ZIP		Email:	
Authorized Signature:		Alt. Phone (opt)	

### Third-Party Credit Card Authorization

Card Type:     Visa     MasterCard     American Express     Discover Card

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ CVV2 Code: \_\_\_\_\_

Card Holder Name: \_\_\_\_\_ Card Holder Signature: \_\_\_\_\_

Card Billing Address: \_\_\_\_\_

Company Name: \_\_\_\_\_ Show Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Authorized By: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Booth #: \_\_\_\_\_

## Ways to Order

This Exhibitor Service Manual contains various equipment rental and service order forms for your information and use. In addition to Modern Expo & Event forms, you may find forms enclosed for services provided by the convention facility or other providers. Please pay special attention to ensure that all forms and payments are directed to the proper provider indicated on each order form. There are three convenient ways to place your orders with Modern Expo & Events:



### Online:

Login & Place Orders at:  
[www.modernexpo.com](http://www.modernexpo.com)  
First-time users will need to register. Please click on the "Register" box and follow prompts.



### Fax:

Fax completed order forms to:  
(801) 521-3040



### Mail:

Mail completed order forms and payment to:  
Modern Expo & Events  
3370 W 500 S  
Salt Lake City, UT 84104

## Exhibitor Terms & Conditions

**YOU ARE ENTERING INTO A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE:** The terms and conditions set forth below, together with any applicable Order, become a part of this agreement (the "Agreement") between Modern Display Service, Inc. DBA Modern Expo & Events ("ME&E") and you, the Exhibitor. You are agreeing that you have been fully advised, understand completely, and are willing to accept the following terms and conditions. By exhibiting, ordering or receiving goods or services, requiring transportation of goods to or from, or acting as an agent for an exhibitor, at an event at which ME&E is the designated service contractor, you accept and agree to be bound to the terms and conditions set forth herein.

### DEFINITIONS:

For the purposes of this Agreement, "ME&E", "Modern", "we", or "us" means Modern Expo & Events, a registered DBA of Modern Display Service, Inc., a Utah Corporation, and its employees, directors, officers, agents, assigns, affiliated companies and related entities not limited to any subcontractors we may appoint. "Exhibitor" or "you" means the exhibitor as set forth in an applicable Order, its employees, directors, officers, agents, representatives or any exhibitor appointed contractor ("EAC") which may act on behalf of the exhibitor. "Order" means the purchase order, work order or other similar order form accompanying these terms and conditions, which, together with the terms and conditions set forth herein, comprise the entire Agreement between ME&E and the Exhibitor.

### PAYMENT TERMS:

We require 100% payment with Order for rentals, services, anticipated material handling and drayage charges, and applicable sales tax. We require a valid credit card on file prior to the acceptance of any Order. We accept VISA, MASTERCARD, AMERICAN EXPRESS and DISCOVER cards. By providing your credit card number and information to us via a Payment Authorization form or placing Orders online, you agree that we may place your credit card information on-file to be used for any additional show site services or future purchases. Your credit card information will remain on-file for the duration of the event. Full payment must accompany all orders and be received by our office prior to the applicable deadline date to qualify for any discounted or advance order rates. All orders received after applicable deadlines will be charged at standard rates.

PLEASE NOTE THAT PURCHASE ORDERS ARE NOT ACCEPTABLE AS A FORM OF PAYMENT.

We accept company checks, drawn on a US bank as a form of payment. We do not accept personal checks as payment.

To pay by check, mail your check, along with your Order to:

Modern Expo & Events  
3370 W 500 S  
Salt Lake City, UT 84104

We accept ACH and Wire Transfers as a form of payment. For ACH or Wire Transfer information, please call our Exhibitor Service team at (801) 983-8160.

All invoiced amounts are due upon receipt of invoice. ME&E does not offer credit terms. Any unpaid balance after the close of the show will accrue interest at the rate of 1.5% per month (18% per annum). You are responsible for all costs and fees incurred by us that are associated with collecting your unpaid balance. These may include, but are not limited to: reasonable attorneys fees, court costs and other collection costs.

You are responsible for the payment of all sales, use or other similar taxes that due in connection with the performance of this Agreement. If you claim Tax Exempt status, you must provide us, in advance, a valid Tax Exemption Certificate issued by either the local taxing authority of the location in which the event is taking place, or, if you claim federal tax exemption, by the United States Government.

You are primarily responsible for the payment of all third-party charges. In the event that you contract with an exhibit house or enlist the services of an Exhibitor Appointed Contractor to handle your display/exhibit and order any services on your behalf, ME&E will agree to third-party billing provided that the Third-Party Payment Authorization Form and Exhibitor

## Exhibitor Terms & Conditions (cont'd)

Appointed Contractor Form ("EAC") are completed and returned in advance. By providing the Third-Party Payment Authorization Form, the Exhibitor agrees that they are primarily responsible for the payment of all charges. In the event the named third-party or EAC fails to pay all charges, such charges will be paid by the Exhibitor upon submission of an invoice, including any and all fees associated with the collection of this account.

Copies of invoices may be obtained from the Exhibitor Service Desk prior to the close of the show. No credit will be given after the close of the show for any items or services ordered, but claimed not to have been received. Cancellation of service(s) made prior to the delivery or execution of the service are subject to a 50% cancellation fee. Cancellation of service(s) made after delivery or execution of service are subject to a 100% cancellation fee.

### MODERN EXPO & EVENTS' RESPONSIBILITIES:

We are only responsible for those services that we provide directly to you. We are not responsible for any persons, parties or other contracting firms not under or direct supervision and control. We are not responsible for loss, delay or damage due to strike, lockout, work stoppages, weather, natural disaster, vandalism, civil disturbance, power or other utility failures, acts of terrorism, war or threat of war or war-like actions, acts of God or other cause beyond our reasonable control. Nor are we responsible for ordinary wear and tear in the handling of materials. We will provide material handling services as your agent, not as bailee or shipper, and shall have no responsibility or obligation thereunder.

### PACKAGING AND CRATES:

We shall not be responsible for damage to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly wrappings, or for improperly packaged materials. In addition, we are not responsible for crates and packaging materials which are unsuitable for handling, in poor condition or have prior damage. Crates and packaging should be of a design that adequately protects the contents for handling by forklift and other mechanical means.

### STORAGE:

We are not responsible for loss or damage to crates, containers or packaging materials or the contents therein while containers are in storage, including but not limited to exhibitor accessible storage or cold storage. You acknowledge that storage charges are for use of space and are not a form of security or insurance from loss.

Empty container labels will be available at the Exhibitor Service Desk. Affixing labels to containers is the sole responsibility of the Exhibitor or its representatives. All labels from prior events should be removed or covered. We are not responsible for your failure to follow these procedures; removal of containers with old empty labels or without ME&E labels; shipping of containers with improper information or empty labels; or the removal or disposition of materials stored in containers with empty labels. You understand that the labels are used for storage of empty containers only and that we are not liable for loss or damage to any contents while containers are in storage, or for any mislabeled containers.

### SHOW SITE:

You are solely responsible for damage or loss to any rental items in your possession or under your control in connection with your performance hereunder, including but not limited to damage or stains to carpet, furniture or other items. Neither you or your EAC may use any type of mechanical lift on the exhibit floor, including but not limited to forklifts, pallet jacks, or man lifts.

Our working hours are subject to change due to holidays, time of day or night worked, amount of time worked and specific facility or union requirements. The normal categories of hourly labor charges are: straight or regular time, overtime, double time and holiday pay. Such hours and charges are set forth on the applicable Order.

### INBOUND SHIPMENTS:

Shipments may be delivered to your booth space prior to you or your representatives arrival, during which time the material will be left unattended. We are not liable or responsible for any loss, damage, theft or disappearance to your materials after they have been delivered to your booth site.

We are not responsible for shipments received without individual freight bills, such as UPS, FedEx or other carriers who deliver in bulk and who do not wait for piece/shipment counts or verification of condition for individual shipments. Such shipments are subject to verification and correction of count and condition and our receiving documents indicating any exceptions as delivered shall take precedence over shipper's signature of receipt.

### OUTBOUND SHIPMENTS AND ITEMS LEFT AT SHOW SITE:

There may be a period of time between the completion of packing your materials for outbound shipment and the actual pick-up of those materials from your booth for loading onto a carrier during which time materials will be left unattended. We are not liable or responsible for any loss, damage, theft or disappearance to your materials after they have been readied for shipment and the time they are picked up from your booth space.

We are not responsible for shipments left in your booth or other areas of the exhibit space or dock areas. We will count and ship pieces as we find shipments when we removed them from the exhibit space. Circumstances may also necessitate that these items be removed to our warehouse or other remote facility and shipped from there. You are responsible for any additional charges that may result from shipments left on-site without proper shipping instructions or for materials abandoned on site. You should ensure your materials against loss, damage or theft.

All Material Handling Forms submitted to us by you will be checked at time of pick-up from the booth and corrections made when there is a discrepancy between the items listed on any form and the actual number/weight of items at the booth at time of pick-up.

We reserve the right to dispose of any items left on the show floor without liability if left unattended, left without labels or incorrectly labeled, or abandoned. Disposal fees will be charged to your account.

Materials are loaded onto the carrier under the direction and supervision of the carrier's representative or driver. Any loading onto the carrier will be understood to be under the

## Exhibitor Terms & Conditions (cont'd)

Exclusive supervision and control of the carrier representative or driver. We are not responsible for liability due to loss, damage, theft or disappearance of your materials that is caused by, arises out of, or related to improperly loaded materials.

### RE-ROUTED FREIGHT:

In order to expedite the removal of materials from the show site as required by the show manager or exhibition facility, we shall have authority to change your designated carrier if that carrier does not pick-up the shipment at the appointed time. Where no disposition instructions are made by you, materials may be removed to a remote location to await your shipping instructions, and/or consigned to a carrier of our choice. You agree to be responsible for any charges related to re-routing or special handling.

### INSURANCE:

ME&E is not an insurer. We do not offer exhibit insurance products. Insurance on exhibit materials, including any materials offered for sale, shall be obtained by you at your sole expense from a third-party insurance provider. You agree to provide, or cause your insurance provider to provide, us a release from subrogation to the extent of any insurance claim/settlement.

### CLAIMS FOR LOSS:

In order for any claim to be considered valid, you agree that notice of loss of damage to materials must be made to us or our agent within 24 hours of occurrence or any incident or prior to close of show or removal of materials, whichever is later. All claims reported after such period will be rejected. Such notice must include detail sufficient to identify the materials claimed to be lost or damaged, asserting our liability for alleged loss or damage and documentation including the specified or determinable value of the claim. Damage reports, incident reports, inspection reports, notations of shortages or damage on freight bills or other documents do not constitute filing of a claim.

- (a) **PAYMENT MAY NOT BE WITHHELD.** In the event of any dispute between you and us related to any loss, damage or claim, you will not be entitled to and will not withhold payment or any partial payment due to us as an offset against the amount of any alleged loss or damage. Any claims against us shall be considered to be separate transactions and shall be resolved on their own merits.
- (b) **MAXIMUM RECOVERY.** If found liable for any loss, our sole and exclusive maximum liability for loss or damage to your materials and your sole and exclusive remedy is limited to \$0.30 per pound per article with a maximum of \$1,000 per shipment, whichever is less.
- (c) **BREACH OF CONTRACT AND/OR NEGLIGENCE ONLY.** Our liability shall be limited to any loss or damage which results solely from our gross negligence in the actual physical handling of the items comprising your shipment(s) OR which results from a material breach of this Agreement and not for any other type of loss or damage. In no event shall we be liable to you or to any other party for special, collateral, exemplary, indirect, incidental, consequential, or punitive damages, whether such damages occur either prior or subsequent to, or are alleged as a result of, tortious conduct, failure of our equipment or services or breach of any of the provisions of this Agreement, regardless of the form of action, whether in contract or in tort, including strict liability and negligence, even if we have been advised or has notice of the possibility of such damages, or for any damages caused by your failure to perform your responsibilities. Such excluded damages include but are not limited to loss of profits, loss of use, interruption of business or other consequential or indirect economic issues.

### DECLARED VALUE:

Declarations of value are between you and your selected carrier only and are in no way an extension of our maximum liability as stated herein. We will use commercially reasonable efforts to transmit the declared value instructions to the selected carrier. However, we will not be liable for any claim arising from the transmittal of, or failure to transmit, declared value instructions to the carrier, nor for any failure of the carrier to uphold the declared value or any other term of carriage.

### FACILITIES AND SHOW ORGANIZERS:

You agree and understand that you, your agents, representatives, contractors and anyone working on your behalf must abide by and adhere to the rules and regulations of the exhibit facility and any regulations implemented by the Show Organizer. These rules and regulations include but are not limited to labor jurisdiction, health and safety, work hours, manner of work, etc. Please consult the individual rules and regulations published for your exhibit facility and by your Show Organizer.

### TERMINATION:

We may immediately terminate this Agreement upon written notification in the event you breach any provision hereof. We may also terminate this Agreement for any reason for no reason upon ten (10) days prior written notice to you. In either case, you shall be responsible for any fees incurred prior to the effective date of such termination.

### INDEMNIFICATION:

You agree to indemnify, defend and forever hold harmless Modern Display Service, Inc. DBA Modern Expo & Events, and our employees, directors, officers and agents from any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgements and expenses including but not limited to reasonable attorney's fees and investigation costs on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following:

- Your negligent supervision of your personnel (including but not limited to any labor secured through us) or the negligent supervision of such personnel by any of your employees, agents, representatives, contractors, customers or invitees.
- Your negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act by your employees, agents, representatives, contractors, customers or invitees, including, but not limited to the misuse, improper use, unauthorized use or alteration of or negligent handling of our equipment.
- Your violation of federal, state or local ordinances.
- Your violation of show rules and/or regulations as set forth by the facility or show management.

### WAIVER AND RELEASE:

You agree to waive and release all claims against us with regard to all matters for which we have disclaimed liability pursuant to the provisions of this Agreement.



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## **Exhibitor Terms & Conditions (cont'd)**

**SEVERABILITY:**

If any provision of this Agreement is deemed to be invalid, illegal or unenforceable, the remainder of this Agreement shall remain in effect and shall not be impacted by such a finding.

**WAIVER:**

No waiver by us of any of the provisions of this Agreement is effective unless explicitly set forth in writing by us. No failure to exercise, or any delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy power or privilege.

**ASSIGNMENT:**

You will not assign, transfer, delegate or subcontract any of your rights or obligations under this Agreement without our prior, written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve you of any of your obligations hereunder. We may, at any time, any or all of our rights or obligations hereunder without your prior consent to any affiliate, person or party acquiring all or substantially all of our assets.

**RELATIONSHIP OF THE PARTIES:**

The relationship of the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any employment, partnership, agency, fiduciary, joint venture or other form of joint enterprise between the parties. Neither party shall have the right to contract for or bind the other party in any manner whatsoever.

**NO THIRD-PARTY BENEFICIARIES:**

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, whether express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

**SURVIVAL:**

The provisions of this Agreement which, by their nature, should apply beyond their terms, shall remain in force after any termination or expiration of this Agreement.

**AMENDMENT AND MODIFICATION:**

This Agreement may only be amended or modified in writing stating specifically that it amends this Agreement and that is signed by an authorized representative of each party.

**GOVERNING LAW, JURISDICTION:**

This Agreement shall be construed under the laws of the State of Utah and shall be subject to the jurisdiction of the federal or state courts located in Salt Lake County, Utah.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**