



Quote 1890-1061

1890 Encore Digital Productions

5100 N River Rd
Schiller Park, IL 60176
Tel: 888-847-4948
Patrick Faw

New York State School Boards Association

Heidi Longton
24 Century Hill Drive, Suite 200
Suite 200
Latham, NY 12110
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New York State School Boards 2023 - Virtual Business Meeting

Show Date(s): 10/16/2023 - 10/17/2023
Show Location: 1890 Encore Digital Productions
Conveyance Method: Delivery
Billing Method: Net 30
Currency: USD

Services	Gross	Discount	Discount %	Ext. Price
Virtual Events Support Labor	\$7,985.00	\$1,593.75	19.96%	\$6,391.25
Equipment Rental	\$7,710.00	\$6,765.00	87.74%	\$945.00
App Remote Access	\$2,475.00	\$520.04	21.01%	\$1,954.96
Digital Services Equipment	\$1,500.00	\$1,500.00	100.00%	\$0.00
Concise Support Labor	\$425.00			\$425.00
Sales & Consumables	\$315.00			\$315.00
Subtotal	\$20,410.00	\$10,378.79	50.85%	\$10,031.21
Sales Tax				\$0.00
Total Estimate				\$10,031.21

*Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.

Job#	Room Name	Job Dates
1086	Virtual	10/16/2023 4:00PM - 10/16/2023 8:00PM
Post As		Billing Reference

Qty		Gross	Discount	Discount %	Ext. Price
Equipment And Sales		\$12,000.00	\$8,785.04	73.21 %	\$3,214.96
<u>Virtual Platform</u>					\$974.96
1	Chime Go	\$1,075.00	\$100.04	9.31%	\$974.96
	1 Chime Go				
	1 Chime Go Attendee Upgrade - 251 to 500				
<u>Zoom Room Rehearsal 10/6</u>					\$300.00
1	Web Conference Rehearsal Package	\$910.00	\$610.00	67.03%	\$300.00
	1 Cloud Video Webinar Rehearsal				
	2 Lenovo T480 Laptop				
<u>Zoom Rehearsal 10/12</u>					\$480.00
2	Web Conference Rehearsal Package	\$1,820.00	\$1,340.00	73.63%	\$480.00
	1 Cloud Video Webinar Rehearsal				
	2 Lenovo T480 Laptop				
<u>Virtual Production</u>					\$1,460.00
1	Video Conference (<500) Half-Day Package	\$710.00	\$510.00	71.83%	\$200.00
	1 Cloud Video Conference (<500) Half Day				
	2 Lenovo T480 Laptop				
1	Control Room Advanced (lvl 300)	\$7,485.00	\$6,225.00	83.17%	\$1,260.00
	1 Webcasting and Recording Hardware				
	1 Webcasting and Recording Hardware				
	1 Lenovo T470p Touch Laptop				
	8 Lenovo T470p Touch Laptop				
	2 Apple Macbook for Playback Pro Late 2016				
	2 Playback Pro Plus USB License				
	1 8x1 Seamless Switcher				
	1 4x2 Seamless Switcher				
	1 Battery Backup				
	2 Direct Box Stick Audio Interface				
	2 Portable Digital Audio Interface				
	2 Digital Computer Capture Interface				
	1 Unity Connect Licensed Server				
	3 Unity Intercom User				

Qty	Start-End Time	Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor								\$6,816.25
<u>Virtual Platform</u>								\$425.00
Monday, October 16, 2023								
1	Chime Go	04:00 PM - 08:00 PM						\$425.00
	1 Chime Go Platform Set/Configure - Per Hour	04:00 PM - 08:00 PM						

<u>Zoom Room Rehearsal 10/6</u>							\$1,593.75
1	Virtual Video Switch Operator	12:00 AM - 12:00 AM	\$85.00	\$127.50	\$170.00	5.00	\$425.00
1	Virtual Video/Graphics Playback Operator	12:00 AM - 12:00 AM	\$85.00	\$127.50	\$170.00	5.00	\$425.00
1	Virtual Events Labor Per Hour Clock Operator	12:00 AM - 12:00 AM	\$85.00	\$127.50	\$170.00	5.00	\$425.00
1	Web Conference Rehearsal Package	12:00 AM - 12:00 AM					\$318.75
1	Web Conference Labor To Show - Per Hour	12:00 AM - 12:00 AM					
1	Virtual Events Deck Manager - HOURLY	12:00 AM - 12:00 AM					
<u>Zoom Rehearsal 10/12</u>							\$1,912.50
1	Virtual Video Switch Operator	12:00 AM - 12:00 AM	\$85.00	\$127.50	\$170.00	5.00	\$425.00
1	Virtual Video/Graphics Playback Operator	12:00 AM - 12:00 AM	\$85.00	\$127.50	\$170.00	5.00	\$425.00
1	Virtual Events Labor Per Hour Clock Operator	12:00 AM - 12:00 AM	\$85.00	\$127.50	\$170.00	5.00	\$425.00
2	Web Conference Rehearsal Package	12:00 AM - 12:00 AM					\$637.50
1	Web Conference Labor To Show - Per Hour	12:00 AM - 12:00 AM					
1	Virtual Events Deck Manager - HOURLY	12:00 AM - 12:00 AM					
<u>Virtual Production</u>							\$2,885.00
1	Virtual Events Labor half day	04:00 PM - 08:00 PM	\$125.00	\$187.50	\$250.00	5.00	\$625.00
1	Control Room Advanced (Ivl 300)	12:00 AM - 12:00 AM					\$1,275.00
1	Virtual Video Switch Operator	12:00 AM - 12:00 AM					
1	Virtual Video/Graphics Playback Operator	12:00 AM - 12:00 AM					
1	Virtual Events Labor Per Hour Clock Operator	12:00 AM - 12:00 AM					
1	Video Conference (<500) Half-Day Package	12:00 AM - 12:00 AM					\$985.00
1	Web Conference Labor To Set/Configure - Per Hour	12:00 AM - 12:00 AM					
1	Web Conference Labor To Show - Per Hour	12:00 AM - 12:00 AM					
1	Virtual Events Deck Manager - HOURLY	12:00 AM - 12:00 AM					

Job Note:

Chime Live Lite Platform

2 Hr call, up to 500 participants.

Voting Members to have access to Zoom Room with feed from GS in zoom room.

Zoom room to have live polling for voting resolutions.

(2) Zoom room rehearsals with voting members prior to conference to get familiar with layout, scheduled as follows - 10/5 @12pm and 10/11 @ 4pm

Chas Slate requested as VEL

Subtotal For Event	\$20,410.00	\$10,378.79	50.85%	\$10,031.21
Sales Tax				\$0.00
Total Estimate				\$10,031.21

***Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.**

ENCORE GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE. This Quote will be valid until the earlier of (i) thirty (30) days from the date of the Quote or (ii) December 31 of the calendar year in which the Quote was issued, or (iii) any expiration date otherwise noted on the Quote ("Acceptance Period"). These General Terms and Conditions ("Terms") govern the provision of equipment, labor, and services to be provided by Encore Group (USA) LLC ("Encore") to the customer ("Customer") for the event ("Event") at the venue ("Venue"), each as specified in the Quote to which these Terms are attached and form an integral part of such Quote. In the event that this Quote is not accepted, signed and returned to Encore within the Acceptance Period, it will be void. All prices are subject to change without notice if this Quote is not executed during the Acceptance Period. Encore agrees to provide, and Customer agrees to pay for, the charges for equipment, labor, and services specified in the Quote. The Quote and these Terms may be collectively referred to as the "Agreement."

2. ESTIMATE. Encore developed this Quote based upon information provided by the Customer. This Quote is only an estimate of equipment and services Encore will provide in connection with the Event. Therefore, any estimate provided to Customer in connection with the expected service hours, labor hours and/or number of days the Equipment is rented is solely an estimate. If 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 or quote, Customer will be charged for those overages at Encore's standard rates, less any applicable discounts. In the case where Customer requests and Encore provides, equipment, services, or labor in connection with the Event that is in excess of what is specified in the Quote, the parties will execute updated/amended forms or change orders as needed to indicate approval of these additional terms. Customer will be charged and pay for all such additional equipment, services, or labor (including rental fees and freight) at Encore's prevailing standard rates, whether or not any additional forms are executed. Unless otherwise itemized on the Quote, all pricing excludes sales tax, freight, shipping/handling, and electrical charges (if applicable to the Event), which will be charged to, and payable by, Customer upon final invoice. Sales tax-exempt entities must submit sales tax exemption certificates prior to the commencement of the Event. If Customer does not send tax exemption certificates to Encore prior to commencement of the Event, sales tax will be charged to, and payable by, the Customer, and will be included in the final invoice.

3. LABOR RATES. Hourly labor rates, minimum calls, overtime labor rates, daily labor rates, and per diems apply, and Encore bases them upon prevailing rates and practices at the Venue and of the Encore business division providing the equipment and services. Encore developed labor estimates based on information provided by the Customer. All labor calls are subject to a minimum charge period based on the Venue rules, Encore servicing division policies, and union rules, as they may apply. In the event that a labor resource works more hours than priced in the Quote, Encore will bill the Customer and Customer will pay the appropriate prevailing or premium rate for the additional hours worked.

4. EVENT TECHNOLOGY SUPPORT. If Event Technology Support (ETS) is listed on your Quote, then this Section 4 shall apply. ETS covers additional support elements for the Event including, but not limited to, daily gear preparation, equipment testing, and related consumable items necessary for the Event. ETS charges are not gratuities and are NOT paid in whole or in part to Encore (or other) employees in connection with the Event, and amounts comprising ETS are not otherwise shared with Encore (or other) employees.

5. SERVICE CHARGES. If Service Charges are listed on your Quote, then this Section 5 shall apply. The Venue or Encore may bill service charges in association with an Event. Service charges are NOT gratuities that are paid in whole or in part to Encore or other employees in connection with the Event.

6. ADMINISTRATION FEES. If Administration Fees are listed on your Quote, then this Section 6 shall apply. Administration Fees are billed in association with all Events and cover general, administrative and overhead expenses incurred in connection with the equipment and services provided by Encore and its operations. These fees are not gratuities and are not received by Encore employees.

7. LOSS DAMAGE WAIVER (LDW). If LDW is quoted in the Quote and is accepted by Customer, then Encore will waive charges for loss or damage to Encore-owned equipment provided that: (1) if any loss or damage occurs, Customer agrees it will be required to participate in any investigation by Encore, facility security, insurers, or other authorities; and (2) if Encore determines that the loss or damage was intentionally caused by Customer or its representatives, the LDW will not apply and Customer will be fully responsible for all such loss or damage.

8. EQUIPMENT RATES. This Section 8 does not apply to a fully virtual event. Unless otherwise noted, Encore bases all rates upon per-room, per-day calculations with the minimum rental period being one calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00 AM to 11:59 PM. Customer agrees to pay the rental fees described in the Quote for the stipulated period. Any equipment that is used or retained by Customer for a longer period will be subject to Encore's prevailing rates until Customer returns the equipment.

9. EQUIPMENT HANDLING. This Section 9 does not apply to a fully virtual event. Encore personnel must handle all equipment. Customer may not move, store, or service the equipment or any other party. Customer may not operate the equipment unless authorized in writing by Encore. Customer will incur additional charges if Customer violates this requirement. Customer permits Encore free access to the equipment at any time before, during, or after the Event for purposes of set/strike, maintenance, and routine checks. Encore retains all title and rights in and to the equipment and all related accessories.

10. DAMAGE & SECURITY. This Section 10 does not apply (a) to a fully virtual event, or (b) if Loss Damage Waiver (LDW) has been purchased. Customer agrees that, prior to the beginning of the event, it shall have the right to review and inspect the equipment with Encore personnel to confirm it is in good operating condition. Customer shall immediately notify Encore if any equipment is defective or not in good operating condition. Customer's failure to review or inspect the equipment prior to the start of the event or notify Encore if the equipment is defective or not in good operating condition shall be deemed an acknowledgment that the equipment is in good operating condition. Customer will be responsible for all equipment that is damaged, lost, or stolen (whether by use, misuse, accident, or neglect), unless caused by Encore's negligence. In addition to amounts due to Encore in connection with the Quote, Customer agrees to pay Encore, upon demand, all amounts incurred by Encore on account of lost, damaged and stolen equipment, based upon repair costs for repairable equipment or full replacement cost for lost or irreparable equipment. In addition, Customer will be

responsible for rental fees while an Encore-authorized company repairs or replaces equipment as required. If Customer requires security or Encore deems security necessary during an event, Customer will be responsible for all costs in connection with the provision of security.

11. **EQUIPMENT FAILURE.** Encore maintains and services its equipment in accordance with the manufacturer's specifications and standard industry practice. However, Encore does not warrant or guarantee that the equipment or services Encore provides will be free of defect, malfunction, or operator error. If the equipment malfunctions or does not operate properly during the Event for any reason, Customer agrees to immediately notify an Encore representative. Encore will attempt to remedy the problem as soon as possible so that no problems interrupt the Event. Customer agrees and acknowledges that Encore assumes no responsibility or liability for any loss, cost, damage, or injury to persons or property in connection with the Event because of inoperable equipment or other service issues.

12. **MASTER BILLED EVENTS.** If the Venue requires Customer to establish, or if Customer elects to establish, a "Master Account" with the Venue, the Venue will be Encore's agent for payment, and Encore's charges will be included on Customer's Master Account billing. Upon conclusion of the Event, if Customer has established a Master Account, then Customer will make full and final payment to Encore through such Master Account with the Venue in accordance with the Venue's payment terms. Customer must notify Encore prior to the Event if Customer did not secure a Master Account with the Venue in order to confirm direct billing arrangements.

13. **DIRECT BILLED EVENTS.** (a) If the Customer will not be invoiced by the Venue through a Master Account with the Venue, Customer will be direct billed for all equipment rental, labor, or services provided by Encore, and must establish credit with Encore by completing a credit application at least 30 days prior to the first day of the Event or at signing of the Quote if that date is within 30 days of the Event start date. Based on the results of the credit application, Encore may require Customer to make a deposit payment of up to the full amount at least 30 days prior to the first day of the Event, or at signing of the Quote if such date is within 30 days of the first day of the Event. Encore will credit the deposit received to the final invoice for the Event. Encore requires Customer to make full and final payment to Encore within the terms determined by Encore from Customer's credit application. (b) If Customer fails to make payment by the specified payment date outstanding balances will be subject to late payment charges in an amount equal to one percent (1%) per month or a lesser amount as required by law. (c) Encore accepts credit cards (Visa, Master Card, American Express, or Discover) as payment for invoices in certain situations, such as COD orders and orders under \$50,000. For non-COD orders and orders over \$50,000, Customer will pay by ACH or by check as directed by Encore. There may be circumstances in which Customer may pay orders over \$50,000 via a credit card, but Encore must approve such payment arrangements in writing in advance. (d) Encore reserves the right to run a credit check on Customer before this Agreement is signed and at any time after the Agreement is signed, so long as this Agreement is in effect or Customer has outstanding funds due to Encore. Should Encore determine that Customer's credit history is such that Encore must modify the payment terms included above, Customer agrees to work with Encore reasonably and in good faith to update the payment terms. Customer specifically authorizes Encore to prepare and file without Customer's signature any Uniform Commercial Code ("UCC") financing statement amendments to Customer's existing UCC financing statements and any other filings or recordings in all jurisdictions where Encore determines necessary or desirable and authorizes Encore to describe the collateral in such filings in any manner as Encore determines appropriate.

14. **EVENT CANCELLATION.** If Customer cancels the Event or the provision of audiovisual equipment, labor, or services by Encore **30 days or more** before the first day of the Event, no cancellation charges will apply, except for any expenses actually incurred or services actually rendered by Encore, which will be payable by Customer. Cancellations received **29 to 15 days before** the first day of the Event will be subject to a cancellation charge equal to **50%** of the charges contained in the Quote. Cancellations received **14 to 3 days before** the first day of the Event will be subject to a cancellation charge of **75%** of the charges contained in the Quote. Cancellations received **less than 3 days (72 hours) before** the first day of the Event or the start of load-in, whichever is earlier, or after equipment has departed from its storage facility, will be subject to a cancellation charge equal to **100%** of the total charges set out in the Quote. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event or cancels the provision of audiovisual equipment, labor, or services by Encore, and that such charges are not a penalty. Cancellation fees, including fees to cover any incurred Encore costs, will be due immediately upon any such cancellation by Customer. **ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY ENCORE'S ONSITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF ANY CUSTOM SETS, GOBOS, OR OTHER CUSTOM MATERIALS HAVE BEEN ORDERED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE WILL BE APPLICABLE AND DUE TO ENCORE REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY ENCORE OR ITS AFFILIATES IN SECURING OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A 15% RESTOCKING FEE.**

15. **CHANGES TO QUOTE.** Customer may request changes to equipment, labor, or services specified in the Quote, and the cancellation charges in Section 14 will not apply if Customer signs a revised Quote within 24 hours of the first day of the Event and provided that the total charges in the revised Quote are not less than ninety percent (90%) of the charges in the original Quote. Encore will use commercially reasonable efforts to accommodate all such Customer requests but will not be liable to Customer for any failure to do so.

16. **CONFIDENTIALITY.** (a) Confidential Information" means any non-public, confidential, proprietary or privileged information or material used, supplied, made accessible or disclosed by or on behalf of a party or its affiliates or their respective employees, contractors or subcontractors to the other party, whether in written, visual, electronic or oral format, under and during the term of the Agreement including, without limitation, information of a technical, financial, legal, operational or business nature. Notwithstanding the foregoing, information shall not be considered Confidential Information if (i) public disclosure of the information has been expressly authorized in writing by the disclosing party, (ii) the information is or comes to be generally available within the public domain other than as a result of a breach of this Agreement, (iii) the information was, on or before the date of disclosure by the disclosing party, in the receiving party's possession as shown by its business records, (iv) the information was independently developed by the receiving party without the benefit of having received said Confidential Information, or (v) the information is received on a non-confidential basis from a third party who is not, to the knowledge of the receiving party, bound to or in breach of any confidentiality obligations with the disclosing party.

(b) Each party shall (i) keep confidential all Confidential Information and use the same degree of care as the party uses to protect its own Confidential Information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information of the other party, (ii) not disclose such Confidential Information to any third party, except as expressly authorized herein, without the prior written consent of the other party, (iii) restrict disclosure only to those persons who are on a need-to-know basis and only in relation to this Agreement, and (iv) not use the Confidential Information except for the purposes related to the Services and fulfilling its obligations or exercising its rights under this Agreement. Notwithstanding the foregoing, each party may produce the Confidential Information if required by law, or if requested by any judicial, administrative, governmental or regulatory process. In the event that any personal information is disclosed to either party under this Agreement, each party warrants, represents and covenants that it shall at all times comply with all applicable privacy legislation. Upon the disclosing party's request or promptly following expiration or termination of this Agreement, the receiving party shall cease use of, and immediately return to the disclosing party, or destroy,

the disclosing party's Confidential Information and all copies, reproductions or any parts thereof in any form whatsoever in the receiving party's possession or control, and certify that all such Confidential Information and all copies, reproductions or any parts thereof have been returned or destroyed. Notwithstanding the foregoing, the receiving party shall not be required to return or destroy the disclosing party's Confidential Information to the extent (v) required pursuant to legal, compliance, accounting, audit, or regulatory requirements, or document retention policies, or (vi) saved pursuant to disaster recovery or automated computer backup procedures where it would be impractical to delete or destroy such information; provided, however, that any such retained Confidential Information shall continue to be subject to the terms of this Section 16, which shall survive the termination or expiration of this Agreement for a period of two (2) years from the date of this Agreement.

17. **INSURANCE.** Customer and Encore shall each keep in place commercial general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, as well as workers' compensation insurance in accordance with applicable statutory requirements, each of which shall name the other party and its parents, subsidiaries as additional insured and shall be issued by an insurance company having an A.M. Best rating of A-VII or better. Each party shall deliver to the other valid insurance certificates evidencing the insurance policies set forth herein.

18. **INDEMNIFICATION.** Customer and Encore each hereby agree to indemnify, defend, and hold harmless the other for any and all third party claims, losses, costs (including reasonable attorneys' fees and costs), damages, or injury to property and persons (including death) as a result of the negligent or willful misconduct of, or the violation of any law, regulation, statute, or ordinance by, the indemnifying party and its respective employees, agents, representatives, and contractors. Customer also agrees to indemnify, defend, and hold harmless Encore against all claims for copyright, patent, or other intellectual property infringement including claims for licenses and royalties, as a result of Encore's use of any and all Customer-provided materials such as images, recordings, transmissions, videos, software, hardware, or any other form of intellectual property, etc., in connection with the Event.

19. **LIMITATION OF LIABILITY.** Under no circumstances will either party be liable to each other for any indirect, exemplary, reliance, special, or consequential damages (including, but not limited to, loss of revenues or profits, interest, use, or other consequential economic loss) howsoever caused, whether arising in contract, tort, or otherwise, and even if such damages are foreseeable to such party or such party has been advised of the possibility of such damages. EACH PARTY'S TOTAL LIABILITY IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS QUOTE AND THE EVENT ITSELF WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND (INCLUDING INDEMNIFICATION OBLIGATIONS) WILL BE LIMITED TO AND WILL NOT EXCEED AN AMOUNT THAT IS EQUIVALENT TO THE CHARGES TO BE PAID BY CUSTOMER IN RESPECT OF THE APPLICABLE EVENT.

20. **COOPERATION IN INVESTIGATIONS.** Encore and Customer each agree to promptly notify the other of any incidents, physical injuries, property damage, claims, demands, losses, causes of action, general damages, and expenses that may arise during Encore's performance of the services for Customer. Encore and Customer further agree to work together on the investigation of any such matters unless its own legal counsel, any law enforcement, or any other authority otherwise instructs either party.

21. **INTELLECTUAL PROPERTY.** Customer allows Encore to use the trademarks, trade names, service marks, and other intellectual property provided by Customer to Encore for the purposes of carrying out Encore's duties under this Quote and as otherwise requested by Customer. Customer is solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted or trademarked works (including without limitation, music, audio, or video recordings, art, etc.) that Customer may use or request to be used at the Event. By signing this Agreement, Customer agrees that it has full authority to use the trademarks, trade names, service marks, and other intellectual property given to Encore for use in connection with the Encore Services under this Agreement. Further, Customer permits Encore to include photos, renderings of set designs and other elements of Customer's event(s) as Encore may reasonably require in showing current or prospective customers examples of Encore's work.

22. **NO OTHER WARRANTY.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE EQUIPMENT, LABOR, AND SERVICES ARE PROVIDED BY ENCORE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ENCORE DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

23. **FORCE MAJEURE.** The parties' performance under this Agreement is subject to governmental actions, applicable law, ordinances, or regulations; acts of God, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; third party failures; or any other emergency of comparable nature beyond the parties' control; in each instance making it impossible, illegal or impracticable to perform its obligations under this Agreement ("Force Majeure Event"). In the event of the occurrence of a Force Majeure Event, the parties agree that, if possible, the Event that is the subject of this Agreement will be rescheduled at the first available opportunity suitable for each party; if the parties are unable to reschedule, this Agreement may be terminated upon reasonable written notice without a cancellation charge as set forth herein, provided that in the event of any cancellation or postponement of the Event or termination of this Agreement due to a Force Majeure Event, Encore will return to Customer any and all prepayments and deposits made by Customer, less reimbursement for any work performed and expenses incurred by Encore up through the date of cancellation, postponement or termination (or Customer shall, within fourteen days of invoice, pay Encore for all such expenses incurred and work performed if no deposit or prepayment has been made). Notwithstanding anything in this Section 23, in the event that a Force Majeure Event occurs after load-in for the Event has started, then the cancellation fees in Section 14 shall apply.

24. **INTERNET/NETWORK EQUIPMENT AND SERVICES.** In the event this Agreement includes internet/network equipment and/or services, Customer understands and agrees as follows: (a) Every device connected to the internet/network must have a purchased IP address from Encore, whether or not the IP address is used; (b) No servers or routers are allowed including, but not limited to, NAT, DHCP and proxy servers; (c) Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (d) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer found to have violated this Agreement or usage equipment without any refunds for services that have been disconnected; (e) Specific service location is defined as the area in the booth/room or other area designated by the Customer. Service extended beyond rooms, air walls, doorways, walkways or 50' distance from the drop point will require an additional location and incur an additional fee; (f) Encore is not responsible for any cable and/or equipment provided by Customer or any third party; (g) The network may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This includes, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, or materials protected by trade secret or confidentiality obligations; (h) **WIRELESS (802.11) DECLARATION.** Wireless internet service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Encore cannot guarantee that interference will not occur. Encore does not recommend wireless service for mission critical services such as product presentations or demonstrations. For demonstrations or to present products and other mission critical activity

via the internet, Encore highly recommends Customer purchases hardwired services. If you are unsure which product best suits your needs, please contact Encore's on-site representative. ALL WIRELESS ACCESS POINTS NOT AUTHORIZED BY ENCORE ARE PROHIBITED. Customer provided access points are prohibited for use within the Event facility without Encore's prior approval. Wireless access points without adjustable power outputs are prohibited under all circumstances. If a Customer wishes to showcase its wireless products, it must contact Encore at least 14 days prior to the start of the Event so that Encore may attempt (with no guarantee) to engineer a cohesive operating network that limits or controls interference. Approvals may incur a site survey fee.

25. VIRTUAL/HYBRID MEETINGS AND SERVICES. In the event this Agreement includes virtual and/or hybrid meetings and related services, the Customer understands and agrees as follows: (a) Network appliances have the potential to adversely affect more than the subnet to which they are connected. Accordingly, Encore reserves the right to disconnect any Customer-, attendee-, presenter-, or third-party-provided equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (b) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's equipment, platforms, applications, connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer or attendee found to have violated this Agreement or and usage restrictions without any refunds for services that have been disconnected; (c) Encore is not responsible for any Event interruptions or transmission failures due to (i) the operation or failure of any cable, equipment, or software/conferencing platform provided by Customer, a presenter, an attendee or any third party, or (ii) a power surge, interruption, or failure at the location of any attendee or presenter; (d) The virtual and/or hybrid meeting platforms, applications, and services may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This may include, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, trade secrets, or materials protected by trade secret or confidentiality obligations; (e) Internet speed and functionality at the Customer's, presenter's or attendee's location can greatly impact the quality of the Event, and accordingly, Encore is not responsible for any Event interruptions or transmission failures due to internet speeds, latency, connections, or failures at the Customer's remote location, or at the remote location of any presenter or attendee, or at any location where Encore does not manage the internet services.

26. CUSTOMER MATERIAL HANDLING. Unless this Agreement expressly includes or otherwise necessitates Encore's handling of Customer's materials in connection with the provision of services, Customer shall not ask Encore to handle or assist in handling Customer's materials and Encore assumes no responsibility for loss, damage, theft or disappearance for any such materials. In the event Encore handles Customer's materials as part of this Agreement, Encore's maximum liability for loss or damage to such materials and Customer's sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment, whichever is less. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

27. GOVERNING LAW. This Agreement shall be governed and interpreted in accordance with the laws of the state where the Event is located, without regard to principles of conflicts of laws. If the Event is a virtual event (or a hybrid in-person/virtual event) and the majority of the Event attendees are located in two or more states, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts of laws.

28. MISCELLANEOUS. This Agreement (as may be subsequently amended or supplemented as mutually agreed) is the entire agreement between the parties and supersedes any prior agreements, amendments, purchase orders, written communications of any kind, or other terms previously entered into by the parties for the same services and may only be modified by written agreement signed between the parties. For the avoidance of doubt, handwritten changes to these Terms or any Quote are expressly rejected unless signed or initialed by both parties. The terms of any purchase order or other document issued by Customer will not bind Encore unless otherwise expressly agreed to by Encore in a signed writing. Customer acknowledges and agrees that if additional services are requested, the updated Quote may be subject to additional Event-specific terms or provisions. The parties agree that the Agreement and related documents may be digitally signed, scanned and transmitted, and such will be deemed for all purposes to be an executed original. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, is deemed to be an original, and all of which, taken together, are deemed to be one and the same document. In the event any provision of this Agreement is 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 this Agreement. All provisions of this Agreement related to indemnification, disclaimers and limitations on liability and all other obligations of the Parties that arise in connection with Encore's provisions of Equipment and/or Services survive the termination of this Agreement.

**Revised 01.01.2024*

Prepared For: New York State School Boards Association
Quote No: 1890-1061
Total Estimate: \$10,031.21

Approved By: _____
Printed On: 01/24/2024 10:34 AM
Prepared By: Patrick Sullivan
Prepared For: New York State School Boards Association (Heidi Longton)

Signed Acceptance must be received prior to delivery of equipment to Customer/show site.

Customer:

Name: _____
Title: _____
Date: _____

Signature as Acceptance of the Proposal and Terms