

RATES AND DETAILS EXHIBITOR BOOTH CLEANING

INDIAN GAMING ASSOCIATION 2023

EVENT

CLEANING SERVICES ARE PROVIDED EXCLUSIVELY BY SDCC

The San Diego Convention Center (SDCC) is here for all of your cleaning needs. We are the exclusive cleaning contractor. No other persons or cleaning services provider can perform cleaning services including, but not limited to, vacuuming on SDCC property. Enclosed are all of the details you need.

BOOTH CLEANING ORDERS

Exhibitors can process cleaning orders through the SDCC Booth Cleaning Application at sdcc.link/booth-cleaning up to two weeks before event move-in to receive the advance rate. Once the contracted move-in date begins, exhibitors can process booth cleaning orders at the regular rate on-site.

In efforts to prioritize health and safety, we have gone cashless. **All payments must be made via credit card.** Rates are quoted in USD and the services are not taxed.

Please note: exhibitor booth cleaning orders processed with credit card payment acknowledge that you have read and accepted the Payment Policy and Terms and Conditions. If there are any issues or discrepancies with respect to cleaning, please contact us immediately. For more information, see our terms and conditions on page 3.

THREE WAYS TO ORDER

1. Discounted Advance Rate

Exhibitor booth cleaning orders may be placed through the **SDCC Booth Cleaning Application at sdcc.link/booth-cleaning**.

Here exhibitors are able to create an account, register their exhibitor booth(s), select their event, select event start date and end date, input booth number and name, select desired booth cleaning services, process and finalize their order with credit card payment. Checks are not accepted.

We strongly encourage exhibitors to take advantage of our advance rates by ordering online.

MARCH 12TH, 2023

ADVANCE RATE DEADLINE



2. On-Site Ordering

Once the event's contracted move-in date has begun, exhibitors are unable to process their cleaning orders through the Booth Cleaning Application at the advance rate, however you may order cleaning services on-site at the regular rate. **Orders can be placed at the Cleaning Services Desk in the Exhibitor Services Center** (location varies by event). Last minute orders cannot be guaranteed. Only credit card payment is accepted.

3. Order Add Ons

Booth Disposal, Carpet Disposal, and Hand Sanitizer Station rentals may be ordered through email. Please contact **Renee Jung, Facility Services/Exhibitor Services Supervisor, via <u>renee.jung@visitsandiego.com</u> or 619.726.9739.**

EXHIBITOR BOOTH MOVE-OUT & DISPOSAL

Exhibitors are responsible for finalizing arrangements with their general service contractors, exhibitor-appointed contractors, and decorators to ship out their exhibitor booth prior to event move out.

Exhibitors who choose to dispose of (or fail to coordinate the removal of) their exhibitor booth, booth carpet, and/ or carpet padding are required to process their order with a credit card payment though SDCC by contacting Renee Jung prior to the last date of the event.

Questions? Visit us at the service desk or contact us at 619.977.0009 or <u>boothcleaning@visitsandiego.com</u>.

RATES

VACUUM

No other contractor or cleaning services provider, exhibitorappointed contractors, or exhibitors can vacuum on SDCC property. Vacuums are prohibited on the show floor.

	Advance	Regular
Per sq. ft./day	\$0.60	\$0.90

PORTER SERVICE

Porter services are required for booth catering.

Exhibitor booths that generate an excessive amount of cardboard or trash from giveaways, retail, etc. are required to order porter services. It is prohibited to discard excessive cardboard or trash into the aisle trash cans or anywhere that it may impede walkways and create a fire hazard. Impeding egress may incur fire marshal involvement.

2-Hour Increments

SDCC will empty wastebaskets and sweep floor debris on two (2) hour intervals (show hours only), vacuuming not included. All exhibitors that have ordered booth catering are required to order porter service. Calculated by total booth size.

Booth Size	Advance	Regular
0–500 sq. ft.	\$110.00	\$144.00
501–1,500 sq. ft.	\$121.00	\$174.00
1,501–3,000 sq. ft.	\$145.00	\$209.01

Dedicated Labor

Continuous labor presence in booth is charged at an hourly rate. The minimum charge for labor is four (4) hours per worker per day. Labor thereafter is charged in half (1/2) hour increments.

	Advance	Regular
Continuous labor	\$60.00	\$90.00

DISPLAY & EQUIPMENT DISINFECTION

SDCC will disinfect and wipe down displays and equipment inside exhibitor booths with disinfectants approved by the CDC and EPA. Exhibitors are responsible for communicating specifics of the areas requested to be disinfected or a time schedule. Orders submitted during show hours cannot be guaranteed.

Frequency per sq. ft./day	Advance	Regular
One time	\$0.60	\$0.90
Daily	\$0.48	\$0.72
2-Hour Increments	\$1.20	\$1.80

ELECTROSTATIC FOGGING

Electrostatic disinfection is completed overnight by trained and certified cleaning staff, using chemicals approved by the CDC and EPA. Exhibitors are responsible for covering, protecting, and/or sectioning off areas, electrical, and equipment requested not to be disinfected.

	Advance	Regular
Per sq. ft./day	\$0.80	\$1.05

FLOOR AND SPOT CLEANING

The following items may be ordered online prior to show move in or at the service desk during the event, as-needed.

	Regular
Carpet Stain Spotting, one time	\$52.00
Dry Mopping, per sq. ft./day	\$0.29
Wet Flat Mopping, per sq. ft./day	\$0.38
Shampoo, per sq. ft./day	\$1.25
Wet Polishing, per sq. ft./day	\$0.92

ORDER ADD ONS

Order through Renee Jung

The following services are not currently available through the online ordering system, however they can be arranged through Renee Jung. Please email **renee.jung@visitsandiego.com** or call 619.726.9739.

BOOTH AND CARPET DISPOSAL

Exhibitors are responsible for coordinating labor with their service contractor in dismantling their booth and rolling up carpet. SDCC booth and/or carpet disposal services is limited to labor for removing and properly disposing of the booth and its contents.

	Regular
Booth Disposal, per 10x10 ft.	\$800.00
Carpet Disposal, per sq. ft.	\$0.50

HAND SANITIZER STATIONS

Exhibitors can rent hand sanitizer stations for their exhibitor booths at a flat rate. Hand sanitizer station rentals include re-fills when empty, the labor to set, and the labor to remove.

	Regular
Daily	\$35.00

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Exhibitor Terms & Conditions

San Diego Convention Center ("Facility")

Payment Policy Agreement ("Agreement")

San Diego Convention Center (SDCC) is the exclusive provider on the Facility property of all Cleaning Services. No other contractor or cleaning services provider, which includes but is not limited to exhibitor appointed contractors, general service contractors, decorators, and exhibitors can perform cleaning services on SDCC property. The cleaning services includes but is not limited to Disinfection, Cleaning, Exhibitor Booth Carpet Cleaning/Vacuuming, Booth Hard Floor Cleaning/Mopping/Polishing, Booth Porter Service, Booth Carpet Shampooing, Electrostatic Fogging, Carpet Spotting within booths, tents and other locations on the Facility property (inside and outside).

- a. Exemptions: Typical wiping/cleaning of booth displays, equipment, fixtures, display cases, frequently touched surfaces within the booth and ancillary materials is not covered by this policy and may be accomplished by Exhibitor Appointed Contractors ("EAC") or General Service Contractors ("GSC").
- San Diego Convention Center (SDCC) is the exclusive provider on the Facility property of all Cleaning Services. This
 includes but is not limited to Disinfection, Cleaning, Exhibitor Booth Carpet Cleaning/Vacuuming, Booth Hard Floor
 Cleaning/Mopping/Polishing, Booth Porter Service, Booth Carpet Shampooing, Electrostatic Fogging, Carpet Spotting
 within booths, tents and other locations on the Facility property (inside and outside).
 - a. Exemptions: Typical wiping/cleaning of booth displays, equipment, fixtures, display cases, frequently touched surfaces within the booth and ancillary materials is not covered by this policy and may be accomplished by Exhibitor Appointed Contractors ("EAC") or General Service Contractors ("GSC").
- 2. Discount Price applies when a completed order with payment is received no later than 14days prior to the first day of show move-in. On-Line orders placed within 14 days of move-in or on- site after show move-in will be priced at the on-site rate.
- 3. Conditions for processing service order form for on-time service:
 - a. Full payment for service (s)must be made at time of order.
 - b. Booth number(s) must be identified at time of order.
 - c. Orders for requested service must be completed on-line or at the service desk. Late orders/changes will be accomplished after all other orders are completed. There is no guarantee of service if an order is placed within one (1) hour of the initial show opening. If a delinquent order is placed within one (1) hour of initial show opening, all efforts will be made to accomplish the request, but if the work request cannot be accomplished, then the fee is not applicable. Incomplete orders will delay processing, please provide all information requested.
- 4. Exhibitor (also referred to herein as "Customer") has the sole responsibility to ensure that any sheet plastic protective floor covering placed by an EAC or GSC over carpet or hard flooring in the booth is removed in a timely manner to facilitate Cleaning Services. For purposes of this section timely will constitute a minimum of four (4) hours before initial show opening.
- 5. Cancellation Policy: Due to material and labor costs, orders cancelled before move-in begins will be charged 50% of original price. Similarly, orders cancelled after move in will be charged100%.
- 6. Service problems must be reported to the SDCC service desk. Service problems will not be considered unless filed by Customer prior to the close of the show.
- 7. Credit will not be given for services already completed.
- 8. Order form prices are based upon current rates and are subject to change without notice.
- 9. SDCC accepts payments in US dollars with the following Credit Cards; (AmEx, MasterCard, Visa).
- 10. Any refunds due in the amount of \$10.00 or less will not be refunded.
- 11. Exhibitor (also referred to herein as "Customer") has the sole responsibility for finalizing freight arrangements with their general service contractors, exhibitor-appointed contractors, and decorators to ship out their exhibitor booth prior to event move out.

LIMITATION OF LIABILITY

- A. Limited Warranty. SDCC warrants that: (a) it has the right to exclusively provide all Cleaning Services in the Facility ("the Services"). Customer agrees to inform SDCC of any failure to perform the Services by written notice prior to close of the Show/Event, and, as Customer's sole and exclusive remedy, SDCC will either:
 - a. cure performance without any additional charges to Customer, or
 - b. in the event that performance cannot be done within a reasonable time, terminate this Agreement and provide Customer with a pro rata refund of the fees paid to SDCC for the Services hereunder with respect to such calendar year. The foregoing Limited Warranty will not apply to the extent that the cause of the breach of warranty is due to any other cause outside of SDCC's sole and reasonable control.

- B. DISCLAIMER OF WARRANTY. THE FOREGOING LIMITED WARRANTY CONSTITUTES SDCC'S ONLY WARRANTY WITH RESPECT TO THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES WHICH ARE OTHERWISE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF, AND SDCC HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, EXCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- C. Indemnification. Customer agrees to indemnify, defend, and hold harmless SDCC, the City of San Diego, the San Diego Unified Port District and its current and former employees and agents (the "Indemnified Parties"), and defend any action brought against all losses, damages, claims, demands, actions, penalties, judgments and liabilities (including court costs and reasonable attorneys' fees)(collectively, "Claims") that arise from any acts or omissions of Customer or any of Customer's EACs or GSCs or arising out of, or in connection with Customer's use of the Facility or Customer's participation in any Show/Event at the Facility, including, without limitation, any breach by Customer of any term of this Agreement. Customer assumes full responsibility for any risk of bodily injury, death or property damage or loss arising out of or related to Customer's participation in any Show/Event at the Facility, whether caused by negligence, intentional act or otherwise. The parties intend that this indemnification and assumption of risk be construed as broadly as permitted by law. In claiming any indemnification hereunder, the Indemnified Party shall promptly provide Customer with written notice of any claim which it believes falls within the scope of the foregoing paragraphs. Customer may, at its own expense, assist in the defense if it so choses, provided that the Indemnified Party may, if it elects, control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind SDCC or the Indemnified Party and shall not be final without the written consent of SDCC and/or the Indemnified Party, if applicable, the granting of which shall not be unreasonably withheld. The terms of these provisions shall survive the expiration or termination of this Agreement.
- D. LIMITATION OF LIABILITY. EXCEPT FOR SDCC'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES IS SDCC LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF THE CHEMICALS APPLIED OR SERVICES PROVIDED UNDER THIS AGREEMENT EVEN IF SDCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, CUSTOMERS' EXCLUSIVE REMEDY AND SDCC'S ENTIRE LIABILITY TO CUSTOMER FOR ANY REASON UPON ANY CAUSE OF ACTION ARISING OUT OF THE SERVICES UNDER THIS AGREEMENT SHALL BE THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SDCC WITH RESPECT TO THE DEFICIENT SERVICES. THE FOREGOING LIMITATION IS A FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN HEREUNDER AND IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN HELD TO BE INVALID OR INEFFECTIVE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATED TO THE USE OF THE SERVICES PURSUANT TO THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN 12 MONTHS AFTER THE CAUSE OF ACTION FIRST AROSE.
- E. Customer acknowledges that SARS-CoV-2/COVID-19 has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is thought to spread mainly through close contact from person-to-person. SDCC cannot guarantee that Customer's personnel, contractors, invitees, customers and guests will not become infected with SARS-CoV-2/COVID-19 at any Show/Event at the Facility. Customer shall indemnify the Indemnified Parties against all Claims by Customer's personnel, contractors, invitees, customers and guests arising out of or related to infection with SARS-CoV-2/COVID-19, whether before, during or after attendance at the Show/Event. SDCC may require individuals registered by Customer to acknowledge the risks of SARS-CoV-2/COVID-19 infection and waive liability prior to participation at the Show/Event.
- F. SDCC follows EPA and manufacturers' registered label instructions with respect to its use of cleaning and disinfecting products. Notwithstanding anything herein to the contrary, SDCC does not make any representations or warranties with respect to the risks or harm associated with the cleaning and disinfection products used. Customer agrees that SDCC is not liable or responsible for any injuries, damages, discoloration, wear and tear, etc. from cleaning and/or disinfecting or the products used during the Services. SDCC does not make any representations with respect to the ability of the Services to control or prevent the contracting or spread of any virus, including but not limited to the SARS-CoV-2/COVID-19.Customer agrees that SDCC is not liable or responsible for any contraction or spread of any virus, including but not limited to SARS-CoV-2/COVID-19.
- G. Customer agrees to abide by posted rules, protocol, warnings and instructions at the Facility, along with all applicable laws, rules, regulations and guidance from government or public health authorities with respect to cleaning and sanitizing items and frequently touched surfaces within or ancillary to Customer's booth(s).
- H. SDCC does not make any representations with respect to, nor is it liable or responsible for, any dwell time that may occur during or as a result of the Services.