

# Lead Retrieval Order Form

MAIL OR FAX THIS FORM TO:

**SMART-reg International, Inc.**

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Palo Alto, CA 94303

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Southwest  
Foodservice Expo

June 22 - 24, 2008

Houston, TX



Order online: [www.smart-reg.com](http://www.smart-reg.com)

Show Code: SWFOOD-08

**Order by May 25, 2008 for the Early Bird Rate**

Desc.	Qty	On or Before 5/25/08	After 5/25/08	After & Onsite 6/08/08	
<b>SLD-3</b> Portable, battery powered unit. Leads provided on a USB memory stick.	_____	\$190	\$240	\$295	_____
<b>SLD-3P</b> Portable, battery powered unit with AC powered printer, Leads provided on a USB memory stick. Printer REQ: 110V power, 1amp	_____	\$240	\$290	\$345	_____

Company \_\_\_\_\_ Booth# \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 e-mail \_\_\_\_\_  
(a confirmation will be sent if e-mail address is provided)

TOTAL \_\_\_\_\_

A \$500 security deposit is required on each SLD unit rented. [ ] A check for \$ \_\_\_\_\_ is enclosed or [ ] the credit card information below can be used as the security deposit. I understand that the card WILL NOT be charged for the security deposit now, only in the event that the unit is lost, stolen or damaged.

\_\_\_ VISA/Mastercard \_\_\_ AMEX \_\_\_ Check (payable to SMART-reg Intl.)  
 \*Card# \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Billing Address \_\_\_\_\_  
 City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_  
 Cardholder's Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
\*SMART-reg International will appear on your credit card statement

**Terms & Conditions**

Full payment MUST be included with order to guarantee your SMART-Lead-Device.

All credit card orders MUST be signed by the original cardholder.

Fees collected for unclaimed or unused units are NON-REFUNDABLE.

A \$50 processing fee will be applied to any orders cancelled on or before two weeks of published show dates. No refunds will be issued for cancelled orders within 2 weeks of published show dates and/or onsite.

SMART-Lead-Devices NOT returned within 1 hour of show closing will be charged as NOT returned

Your order and SLD usage implies you have read, understood and agreed to be obligated to the terms and conditions as described on the reverse side of this order form.

## SMART-Lead-Device(SLD) Terms & Conditions

All orders and use of the SMART-Lead-Devices are/is subject to the following terms and conditions:

### I Orders & Deadlines

- a. Complete orders, with payment, must be submitted prior to the show to guarantee a SMART-Lead-Device.
- b. Onsite orders are on a first-come, first-serve basis.
- c. Any order form received AFTER the published Early Bird Rate will fall under the next pricing tier (by date received).

### II Payment Terms

- a. Full payment (either by check or credit card) must be received prior to show to guarantee a unit.
- b. SMART-reg International will revise payment amount if different than total amount on the order form.
- c. All cancellations on or before published show dates will be subject to a \$50 cancellation processing fee. No refunds will be issued for cancelled orders within 2 weeks of published show dates and/or onsite.
- d. Unclaimed or unused units at show are NOT refundable.

### III Onsite Services

- a. All orders must be picked up from the Lead Retrieval area. Units can be picked up during exhibitor move-in and the morning of the first day of show. It is highly recommended that you pickup your unit during exhibitor move-in (on the day before the show opens) to avoid any long lines.
- b. Your company representative will be given a training session on the use of the unit. It is highly recommended that a representative and not your I&D vendor picks up the unit.

### IV User Terms

- a. SMART-reg International is the owner of each SMART-Lead-Device including all software and hardware at all times. If the unit(s) are not returned within 1 hour of the show closing on the last day, each unit will be charged as NOT returned. The user further agrees to pay an additional late fee of \$190 per 3 day cycle as well as any additional fees incurred by SMART-reg International to retrieve said unit (i.e. shipping charges).
- b. If any SMART-Lead-Device unit is lost, misplaced, stolen or damaged while in the user's care, the user shall be responsible for said repair costs or a \$500 replacement fee.
- c. Security deposit must be in the form of a valid credit card number or a check in the amount of the deposit. If payment is by credit card then that credit card number will act as the security deposit. If payment is by check, a credit card number OR a separate check in the amount of the deposit MUST be provided prior to receiving said unit(s). The security deposit amount is \$500 per unit. The deposit amount is not charged to the credit card nor is the deposit check deposited. Any deposit checks will be returned onsite when said unit(s) are returned on the last day of the show.

### V Limitation of Liability

- a. SMART-reg International does not guarantee and shall not be held liable should the User not achieve over all success of the Exhibit with respect to the expected revenue, expected number of leads, booth traffic, ROI, profits, and attendance by using SMART-reg International's equipment or software.
- b. The User and SMART-reg International each agree to indemnify, defend and hold harmless the other party and its respective successors and permitted assigns, and its officers, directors, members, agents, employees and/or representatives from and against any claim, action, cause of action and liabilities including damages and expenses (including court costs, attorney's fees and other professional fees) which may be asserted by third parties arising out of the performance of either party's obligations pursuant to the services rendered by SMART-reg International to the User, except for the willful misconduct or gross negligence of the other party.
- c. Force Majeure shall refer to any cause or event(s) that is beyond the reasonable control of SMART-reg International, or the organizer of the conference/meeting/tradeshow, that could not have been reasonably foreseen and prevented by means reasonably available to it, and that causes the Event(s) to be either cancelled or postponed without definitely fixing a day for reconvening and this term shall include and not be limited to the acts of God, civil unrest, acts of the government, fires, flood, epidemics, strikes, lockouts, curtailment of transportation facilities or service. In such event of Force Majeure, the obligations of SMART-reg International for services not yet rendered shall become automatically terminated and all payments by the User will be refunded back to the User.

**Receipt of your order, payment and usage constitutes that you have read, understood and agreed to be subject to the terms and conditions described herein.**