



1250 John A Papalas Dr., Lincoln Park, MI 48146
p: (313)386-5555 f: (313)386-2048

15th LS-DYNA User's Conference
Edward Village – Dearborn, MI
June 10 – 12, 2018



LSTC
Livermore Software
Technology Corp.

THIRD PARTY BILLING AND GUARANTY AGREEMENT

THIS AGREEMENT is made on _____
(Date)

between EXHIBITING FIRM:

Name: _____

Address: _____

Phone: _____ Fax: _____

and DISPLAY HOUSE:

Name: _____

Address: _____

Phone: _____ Fax: _____

and CONVENTION & SHOW SERVICES, INC.
1250 John A. Papalas Drive
Lincoln Park, MI 48146

To handle the display for

(Exhibiting Firm)

at the 15th LS-DYNA User's Conference.
(Show Name)

Now therefore, in consideration of the mutual covenants set forth herein, the parties agree as follows:

Exhibiting Firm has authorized and appointed Display House as its agents to handle Exhibiting Firm's display for the Show and to receive and pay CSS' invoices for services. This Agreement must be completed, signed, and returned to CSS no later than two (2) weeks prior to the first move-in day in order for third party billing to be accepted. All parties must sign this Agreement indicating acceptance or request for third party billing will be denied. This Agreement includes CSS' invoices for all services rendered in conjunction with Exhibiting Firm's participation in the Show, including but not limited to rental furniture, booth cleaning, drayage, labor, carpet, and signs, whether ordered by Exhibiting Firm, Display House, or other third parties.

CSS shall issue the invoices to Display House. Payment shall be made by Display House within thirty (30) days after each invoice is issued. In the event that for any reason Display House does not remit payment of CSS invoices by the date required such invoice(s) shall be submitted to Exhibiting Firm for immediate payment. Payments must be made in U.S. Funds. Invoices may be paid by cash, certified, company or traveler's check, VISA, MasterCard, or American Express. Payment by Exhibiting Firm to Display House shall not discharge Exhibiting Firm's obligations under this Agreement.



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In consideration of the services to be rendered by CSS pursuant to this Agreement, Exhibiting Firm absolutely, unconditionally, and irrevocably guarantees prompt payment when due as required by CSS' invoices for all services rendered in conjunction with Exhibiting Firm's participation in the Show (collectively the "Indebtedness"). Exhibiting Firm shall reimburse CSS for all costs, attorney fees incurred, and other expenses at any time expended or incurred by CSS in collecting or attempting to collect the Indebtedness or in enforcing this Guaranty. Unless and until the Indebtedness is paid in full, Exhibiting Firm waives any and all claims and rights of subrogation, contribution, indemnity, and exoneration against Display House or any other person liable for payment of all or any part of the Indebtedness. Exhibiting Firm waives notice of the acceptance of this Guaranty; presentment, protest, notice, demand, or action with respect to any default in payment of the Indebtedness and with respect to any default by Exhibiting Firm in its obligation under this Guaranty; and any right to require CSS to sue Display House or any other person obligated with respect to the Indebtedness. The validity and enforceability of this Guaranty shall not be impaired or affected by any act or omission by CSS with respect to the Indebtedness. Exhibiting Firm waives any and all defenses, claims, and discharges that Display House may have with respect to the Indebtedness, except the defense of payment in full by Display House to CSS.

This agreement shall be governed by and interpreted according to the laws of the State of Michigan. Any litigation commenced based upon this Agreement shall be commenced in the Circuit Court for the County of Oakland, State of Michigan, or in the appropriate lower District Court in said county, or in the U.S. District Court for the Eastern District of Michigan, and the parties hereby consent to such personal jurisdiction.

This Agreement contains the complete agreement of the parties as to the subject matter hereof, and supersedes all previous understanding, negotiations, and proposals with respect to such subject matter. This Agreement may not be altered, amended, or modified except in writing signed by a duly authorized representative of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

_____ Exhibiting Firm	_____ Display House
By: _____ Authorized Signature	By: _____ Authorized Signature

_____ Print Name and Title	_____ Print Name and Title
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Convention and Show Services, Inc.

By: _____
Authorized Signature

Print Name and Title