



New Orleans
ERNEST N. MORIAL
CONVENTION CENTER
Terms & Conditions

By providing services to The Ernest N. Morial New Orleans Convention Center (“Owner”) your “Company” agrees to be bound by our terms and conditions. Further agreeing, when accessing the Owner’s facility you shall be subject to rules, regulations and safety guidelines while working in and around the Convention Center. These terms and conditions supersede any other agreements and maybe amended by the Owner at any time.

Payment: Invoices for services and expenses may be submitted electronically upon completion of the services to the accounts payable department via email at accounts_payable@mccno.com. Invoices shall include back-up documentation such as timesheets, spreadsheets, receipts, etc. to support the invoice amount. The Owner shall make payment of approved invoice sums within forty-five (45) days after receipt of an invoice. No tax is applicable to goods and services sold to the Owner. A tax exempt certificate will be submitted to you upon request. Payment will not occur until all required documentation is submitted to Owner.

Insurance: All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Company is responsible for keeping required insurance current until service is completed.

Indemnity: to the fullest extent permitted by law, indemnify, defend and hold harmless New Orleans Public Facility Management, Inc., Ernest N. Morial New Orleans Exhibition Hall Authority, and the City of New Orleans and anyone acting on the Company’s behalf from and against all claims, damages, losses, and expenses, including but not limited to attorney’s fees and court costs, arising out of or resulting in any way from the performance of services (including acts of omission or alleged medical or professional negligence or malpractice). Indemnification obligations shall also apply to materials or equipment used and must include anyone acting on the Company’s behalf and any alleged failure to furnish appropriate services or equipment.

Termination: This Agreement may be terminated by the Owner or by mutual consent upon thirty (30) days written notice. Either the Owner or the Company may terminate this Agreement for cause immediately and without further notice if Company has failed or refused to comply with the terms and conditions of the Agreement.

Data Confidentiality: any financial, personal, technical and other data and information relating to the Owner’s operation which it deems confidential by the Owner and made available to the Company in order to carry out this Agreement, or which becomes available to the Company in carrying out this Agreement shall be protected by the Company from unauthorized use and disclosure.

Force Majeure: Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however, release such party from using its best efforts to avoid or remove such cause and such party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non- performance, such party shall give prompt written notice thereof to the other party, provided that failure to give such notice shall not in any way limit the operation of this provision.

Governing Laws: This agreement shall be governed, construed and enforced in accordance with the laws of the State of Louisiana without regard to conflict of laws rules.