



**Wynn | Encore**  
 Advanced Convention Services Order Form  
 3131 Las Vegas Blvd. South, Las Vegas, NV 89109  
 Office (702) 545-1225 Fax (702) 823-3705

Event Information		Contact Information	
Event:	Name:		
Company:	Billing Address1:		
Room/Booth#:	Billing Address2:		
Install Date & Time:	City:		
Removal Date & Time:	State:	Zip:	
On-site Rep:	Phone #:		
On-site Mobile #:	Email:		
Wynn/Encore Contact (CSM, Catering, etc.):	Wynn/Encore Contact Phone #:		

**Services**

**Short-Term, Individual Wi-Fi (Paid onsite via credit card only. Up to 5Mbps)**

Users will connect to "Wynn Convention" or "Encore Convention" wifi, open a web browser, and then follow the onscreen instructions for Credit Card Access. This is available for onsite purchase only and payable via credit card only.	1 Hour	\$9.95
	3 Hours	\$24.95
	24 Hours	\$99.95

Business Starter packages (up to 10Mbps; 1 connection)	Price	Quantity	Total
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One Wireless Code for 1 or 2 days	\$350		
One Wireless Code for 3 to 7 days	\$399		
One Wired Connection for 1 or 2 days (one location)	\$375		
One Wired Connection for 3 to 7 days (one location)	\$424		

Business Select packages (up to 10Mbps)	Price	Quantity	Total
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Three Wireless Codes for 1 or 2 days	\$776		
Three Wireless Codes for 3 to 7 days	\$1,195		
Additional Wireless Code (Qty: 1-24 = \$40 each; 25-49 = \$30 each)	(\$40/\$30)		
One Wired Connection for 1 or 2 days (one location)	\$826		
One Wired Connection for 3 to 7 days (one location)	\$1,245		
Additional Wired Connection	\$125		

Subtotal Page1:

**\*\* Orders received less than 7 days prior to start of event will be assessed an expedite fee of 20% \*\***

**For custom wireless networks and/or more than 49 wireless connections, please contact a sales representative for a quote (702-545-1225).**

<b>Additional Services – (weekly pricing)</b>		<b>Price</b>	<b>Quantity</b>	<b>Total</b>
* Switch Rental (required if ordering more than 1 wired connection in a location)		\$125*		
* Cable Rental (Required on all wired connection orders)		\$25*		
20Mbps Wired Connection Speed Upgrade (not dedicated speed)		\$1,000		
50Mbps Wired Connection Speed Upgrade (not dedicated speed)		\$2,000		
100 Mbps Wired Connection Speed Upgrade (not dedicated speed)		\$3,000		
Additional Location		\$250		
Private Static IP (used for printers or servers; does not come with a wire)		\$125		
Public Static IP (used for printers or servers; does not come with a wire)		\$250		
<b>Wi-Fi service is via dual-band, 802.11 AC</b>				
<b>Printer networking services are available from the Business Center (Wynn: 702-770-2370 / Encore: 702-770-4340)</b>				
		Subtotal Page2:		
		Page 1 Total:		
<b>* Equipment rentals are the only items subject to sales tax.</b>		Tax (8.1%)*		
		Other:		
		Grand Total:		
<b>Payment Type</b> (Please Select One)				
<b>Master Account:</b>		Please provide master account #: _____		
<b>Credit Card:</b>		Once your order is processed by Cox, you will receive an email which contains a link which you'll need to click on, in order to enter your credit card information.		
<b>Check:</b> (Must be received 10 days before event)		Payable to: Cox Communications Mail to: Attn: Alicia Pelzer-Williams (ACS) 1700 Vegas Drive, Las Vegas, NV 89106		

**\* Please fax completed order form to Fax# 702-823-3705 \***

**or**

**\* Email to: [acs@cox.com](mailto:acs@cox.com) \***

**If you have questions, please call our sales & support line: 702-545-1225**

### Service Authorization

The undersigned represents that he/she is the Customer or is the Authorized Customer Representative identified above and is authorized to sign this Agreement on behalf of Customer for the services in this Agreement. The undersigned further represents that the Customer Information and the Authorized Customer Representative Information is true and correct. This Agreement binds Customer to the Rates, Terms and Conditions of Service applicable to each of the services selected above, including any termination penalties that may apply. All Services are subject to the Terms and Conditions on Pages 3 & 4 attached hereto. Internet, Data, Web Hosting and/or Web Conferencing, CoxMail(sm) E-Mail Services, if selected by Customer, are subject to Acceptable Use Policies located at [www.coxbusiness.com/acceptableusepolicy.pdf](http://www.coxbusiness.com/acceptableusepolicy.pdf) and Customer acknowledges receipt of these by signing below. Prices listed do not include applicable taxes, fees, assessments or surcharges. Until this Agreement is signed by Customer, it serves as a proposal which may be withdrawn or changed at any time by Cox. Cox will honor the prices in this proposal provided Customer delivers a signed contract to Cox within thirty days from the contract date above. If Customer terminates any Service that is part of a bundle offering, the remaining Services shall be subject to price increase for the remaining Service term. Customer agrees that Cox may execute this Agreement using an electronic signature.

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

<b>Notes:</b>

## Diagram Sketch of Room or Booth for Location of Wired Connections

### COX BUSINESS ACS Terms And Conditions

#### 1. Service and Installation

Cox shall provide Customer with the Services and Equipment identified on the first page of this Agreement. Customer is responsible for damage to any Cox equipment. Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network, equipment or facilities and/or (b) complies with the applicable Acceptable Use Policies ("AUP") which are incorporated herein by reference. Customer shall use the equipment only for the purpose of receiving the Services. Unless provided otherwise herein, Cox shall use reasonable efforts to maintain the Services in accordance with applicable performance standards. For Cox Internet Services, bandwidth speed options may vary. Customer may not always receive or obtain optimal

bandwidth speeds and Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the Cox AUP and the AUP is available online at [www.coxbusiness.com/acceptableusepolicy.pdf](http://www.coxbusiness.com/acceptableusepolicy.pdf). Web hosting Customers may view their AUP by clicking on the Control panel. The AUPs may be amended from time to time during the Term of this Agreement. Customer's continued use of the Services following an amendment shall constitute acceptance.

## **2. Service Date and Term**

This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term set forth on the first page of this Agreement and such term shall begin upon installation of Service. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control.

## **3. Customer Responsibilities**

Customer is responsible for arranging all necessary rights of access for Cox including space for cables, conduits, and equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cox. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox's equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services provided under this Agreement, the Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Cox network.

## **4. Equipment**

Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to facilities and equipment installed by Cox thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal Wiring shall not be considered equipment and shall become the property of Customer upon initiation of Service. Cox shall install equipment necessary to furnish the video Services to Customer. Customer shall not modify or relocate equipment installed by Cox without the prior written consent of Cox. Customer shall not permit tampering, altering or repair of the equipment by any person other than Cox's authorized personnel. For Cox-owned equipment, Customer shall, at the expiration or termination of this Agreement, return the equipment in good condition, ordinary wear and tear resulting from proper use excepted. In the event the equipment is not returned to Cox in good condition, Customer shall be responsible for the value of such equipment. Cox shall repair any equipment owned by Cox at no charge to Customer provided that damage is not due to the negligence of Customer. If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.

## **5. Resale of Service**

Unless authorized in writing by Cox, Customer may not resell any portion of the Service to any other party; provided, however, Customer may, with Cox's prior written consent, resell web hosting for third parties through the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

## **6. Default**

If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Cox, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by tariff or applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

## **7. IP Address and Domain Name Registration**

Cox will allocate IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration, termination or cancellation of this Agreement. IP address shall be subject to the IP policy in the AUP. If Customer requests, Cox will register an available domain name on behalf of Customer, and such registration shall be subject to rules promulgated by the domain name registrar, which may be amended from time to time and are presently posted at Register.com <http://www.register.com/retail/policy/servicesagreement.rcmx> or Verisign at [http://www.netsol.com/en\\_US/legal/static-service-agreement.jhtml](http://www.netsol.com/en_US/legal/static-service-agreement.jhtml). Customer is responsible for payment and maintenance of domain name registration.

## **8. Termination**

A 10% fee will be applied to all orders canceled between the date the order is placed, and the installation date. No refunds will be provided to orders which have been installed." If Cox is delivering Services via wireless network facilities and there is signal interference with such Service, Cox may terminate this Agreement if Cox cannot resolve the interference by using commercially reasonable efforts.

## **9. LIMITATION OF LIABILITY.**

COX SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT. COX'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER.

#### **10. Assignment**

Customer may not assign, in whole or in part, this Agreement without the prior written consent of Cox, which consent may be withheld in Cox's discretion. Cox may assign this Agreement and Service may be provided by one or more legally authorized Cox affiliates.

#### **11. WARRANTIES**

EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

#### **12. INDEMNITY**

Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of Customer's use of the Service including without limitation

- (i) any content or software displayed, distributed or otherwise disseminated by the Customer, its employees, or users of the Services;
- (ii) any claim that Customer's use of the Service including the registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party;
- (iii) any malicious act or act in violation of any laws committed by Customer, its employees or users using the Services; and/or
- (iv) violation by Customer, its employees or authorized users of the Cox AUPs.

#### **13. Viruses, Content, Customer Information**

Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate. Cox may delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network.

#### **4. Miscellaneous**

This Agreement, the tariffs, the documents referenced herein, and the AUPs constitute the entire agreement between Cox and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Except as provided herein, this Agreement may be modified, waived or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Nevada. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed.

#### **15. Regulatory Authority-Force Majeure**

This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

#### **16. Web Hosting Servers.**

Cox reserves the right to select the server for Customer's web site for best performance. The Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Customer's web site overwhelms the server and causes complaints from other users, the Customer has outgrown the realm of shared services and will be required by Cox to relocate its web site. If the Customer refuses to comply with this Section, then Cox has the right to terminate the Services. Cox will use reasonable efforts to maintain a full time Internet presence for the Customer. The

Customer hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, maintenance equipment failure, natural disaster, acts of God, or human error and Cox shall not be liable to customer for such outages or server downtime.

**17. Digital Millennium Copyright Act.**

Cox is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Cox is violating your rights under U.S. copyright law, you may file a complaint with Cox's designated agent. Please contact DMCA@Cox.com for information necessary to file your complaint with Cox.