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General Exposition Services

THE TRADE SHOW SERVICE CONTRACTORS

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Liabilities and Responsibility

Mid-Atlantic Hardscaping Trade Show

Lancaster County Convention Center

January 18-19, 2012

Damage: The exhibitors are responsible for any damage to building floors or equipment caused by their participation.

Objectionable Exhibits: Management retains the right to discontinue any exhibit, which in the opinion of management is objectionable.

Loss-Insurance: General Exposition Services will not be responsible for any loss or damage of any kind. It is suggested that exhibitors contact their insurance brokers to determine the possibility of obtaining a rider to cover their shipments from the time they leave home premises until deliveries reach final destination.

Limitations of General Exposition Services Liability and Responsibility

- General Exposition Services shall not be responsible for damage to uncrated materials, materials improperly packed, or concealed damage.
- General Exposition Services shall not be responsible for loss, theft, or disappearance of exhibitor's materials after same have been delivered to exhibitor's booth.
- General Exposition Services shall not be responsible for loss, theft, and disappearance of materials before they are picked up from exhibitor's booth for reloading after the show. Bills of lading covering outgoing shipments, which are furnished to General Exposition Services by exhibitors, will be checked at time of actual pick-up from booth and corrections made where discrepancies occur.
- General Exposition Services shall not be responsible for any loss, damage, or delay due to fire, Acts of God, strikes, lockouts or work stoppages of any kind, or to causes beyond its control.
- General Exposition Services liability shall be limited to the physical loss or damage to the specific article which is lost or damaged, and in any event General Exposition Services's maximum liability shall be limited to \$0.30 per pound per article with a maximum liability of \$50.00 per item and \$1,000 per shipment.
- General Exposition Services shall not be liable to any extent whatsoever for any actual, potential, or assumed loss of profits or revenues, or for any collateral costs, which may result from any loss or damage to an exhibitor's materials which may make it impossible or impractical to exhibit same.
- The consignment or delivery of a shipment to General Exposition Services by an exhibitor, or by any shipper to or on behalf of the exhibitor, shall be construed as an acceptance by such exhibitor (and/or other shipper) of the terms and conditions set forth in the Bulletin.

We hereby authorize General Exposition Services to handle our shipment(s) in accordance with the information set forth in the "Shipping Information" section of this form, and we further agree to the following:

- We agree to the "Limitations of General Exposition Services Liability and Responsibility.
- We accept the responsibility for the payment of General Exposition Services charges in connection with the handling of our shipments as set forth and we guarantee payment to General Exposition Services in the event that any third party who acts in our behalf shall fail to pay such charges within 60 days after the close of the Show.
- We agree General Exposition Services' liability shall be limited to any loss or damage which results solely from General Exposition Services' negligence in the actual physical handling of the items comprising our shipment(s), and not for any other types of loss or damage.
- With particular reference to Liability & Responsibility, we agree, in connection with the receipt, handling, storage, and re-loading of our materials at the convention site (as distinct from General Exposition Service's warehouse), that General Exposition Services will provide its service as our agent, and not as bailee or shipper. If any employee of General Exposition Services shall sign a delivery receipt, bill of lading, or other documents, we agree that General Exposition will do so as our agent, and we accept the responsibility thereof
 - Relative to outgoing shipments after the show, we recognize that there will be a lapse of time between the completion of packing and the actual pickup of our materials from our booth for loading into a carrier, and that during such time our shipment will be left unattended in our booth. We agree that General Exposition Services shall not be responsible for any loss or damage during such period, and we authorize General Exposition Services to adjust the quantities of items on any bill of lading left by us with General Exposition Services to conform to the actual count of such items in the booth at the time of pick-up.
- We agree, in the event of a dispute with General Exposition Services relative to any loss or damage to any of our materials or equipment, that we will not withhold payment of any amount due to General Exposition Services for drayage or any other services provided by General Exposition Services as an offset against the amount of the alleged loss or damage. Instead, we agree to pay General Exposition Services within 30 days from the close of the Show for all such charges, and we further agree that any claim we may have against General Exposition Services shall be pursued independently by us as a completely separate transaction to be resolved on its own merits.