

SPIRIT LIMITS OF LIABILITY & RESPONSIBILITY

1. Spirit Exposition

Services and its subcontractors shall not be liable for damage, loss, or delay to uncrated freight, freight improperly packed, glass breakage or concealed damage.

2. Relative to inbound shipments,

there may be a lapse of time between the delivery of shipment(s) to the booth by Spirit or its subcontractors and the arrival of the Exhibitor's representative at the booth. Similarly, relative to outgoing shipment(s), it is possible that there will be a lapse of time between the completion of packing and the actual pickup of freight from booth for loading onto a carrier. It is understood that during such times the shipment(s) will be left in the booth unattended. Therefore, it is agreed that Spirit and its subcontractors are not liable for the loss of, disappearance of, or damage to Exhibitor's freight after the same has been delivered to Exhibitor's booth, nor are Spirit and its subcontractors liable for Exhibitor's freight before it is picked up from the Exhibitor's booth

for loading after the show. Consequently, all bills of lading covering outgoing shipment(s) submitted to Spirit or its subcontractors by Exhibitor will be checked at the time of pickup from the booth and corrected where discrepancies exist.

3. Spirit and its subcontractors shall not be liable for any damage incurred during the

handling of equipment requiring special devices to properly load, place, or reload unless 14 days advance notice has been given to Spirit in time to obtain the proper equipment.

4. Spirit and its subcontractors shall not be liable for any loss, delay, or damage due to events beyond their reasonable control which cannot be avoided by the exercise of due care and prudence, including without limitations, strikes, labor disputes, lockouts or work stoppages of any kind, fire, theft, windstorm, water, vandalism, acts of God, mysterious failure of power or utilities, and other events of force majeure.

5. Spirit and its subcontractors shall not be liable for ordinary wear and tear in handling of equipment.

6. It is understood that Spirit and its subcontractors are not insurers. Insurance, if any, shall be obtained by the Exhibitor. Amounts payable by Spirit hereunder are based on the scope of the liability as herein set forth and are unrelated to the value of the Exhibitor's property. It is further understood and agreed that Spirit and its subcontractors do not provide for full liability should loss or damage occur. In the event that Spirit or its subcontractors should be found liable for loss or damage to Exhibitor's equipment, the liability shall be limited to the specific article that was physically lost or damaged. Such liability shall be limited to

a sum equal to \$.30 per pound per article, with a maximum liability of \$50.00 per item or \$1000.00 per shipment, whichever is less, as agreed upon damages and exclusive remedy. Provisions of this paragraph shall apply if loss or damage, regardless of cause or origin, results directly or indirectly to property through performance or nonperformance of obligations imposed by the offering of services to Exhibitors, or from negligence, active or otherwise, by Spirit, its subcontractors or their employees.

7. Spirit and its subcontractors shall not be liable to any extent whatsoever for indirect, special, incidental, or consequential damages, including, but not limited to delay any actual, potential or assumed loss of profits or revenues, loss of use of equipment or products, or any collateral costs that may result from any loss, injury or damage to Exhibitor's materials or exhibitor personnel which may make it impossible or impractical to exhibit the exhibitor's materials.

8. Claims for loss or damage must be submitted to Spirit by the close of the show. No suit or action shall be brought against Spirit or its subcontractors more than one year after the cause of action accrues.

9. The Exhibitor agrees, in connection with the receipt, handling, temporary storage and reloading of its freight, that

The placing of an order for the services of tradesmen and the use of equipment by an exhibitor or any agent of the exhibitor shall be construed as an offer subject to acceptance and approval of Spirit in its sole discretion. Upon Spirit's written acceptance and approval, the Exhibitor and its agents shall be bound by the terms and conditions set forth in Sections 1 through 13 above. Likewise, once Spirit has accepted and approved the Exhibitor's offer, any shipper consigning or delivering a shipment to Spirit or its subcontractors on behalf of Exhibitor shall be bound by the terms and conditions set forth in Sections 1 through 13 above.

Be sure your freight is insured from the time it leaves your firm until it is returned after the show.

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Spirit and its subcontractors will provide these services as Exhibitor's agent and not as bailee or shipper. If any employee of Spirit or its subcontractors shall sign a delivery receipt, bill of lading or other document, the parties agree that Spirit or its subcontractor will do so as the Exhibitor's agent, and the Exhibitor accepts the responsibility thereof.

10. Spirit and its subcontractors shall not be liable for shipments received without receipts, freight bills, or specified unit counts on receipts or freight bills, such as UPS or van lines. Such shipments will be delivered to booth without guarantee of piece count or condition.

11. Empty container labels will be available at the Service Center . Affixing the label is the sole responsibility of the Exhibitor or its representative. It is understood that these labels are used for EMPTY STORAGE ONLY, and Spirit and its subcontractors assume no responsibility or liability for loss or damage to contents while containers are in storage or for mislabeled containers.

12. In order to expedite removal of freight from the show site, Spirit shall have the authority to change designated carriers, if such carriers do not pick up on time. Where no disposition is made by the Exhibitor, freight will be taken to a warehouse to await Exhibitor's shipping

instructions, and the Exhibitor agrees to be responsible for payment of charges relating to such handling at the warehouse. Spirit assumes no liability as a result of such rerouting or handling.

13. The Exhibitor agrees, in the event of a dispute with Spirit or its subcontractors relative to any loss or damage to any of the Exhibitor's freight or equipment, that the Exhibitor will not withhold payment in any amount due to Spirit for freight handling services or any other services provided by Spirit or its subcontractors as an offset against the amount of the alleged loss or damage. Instead, the Exhibitor agrees to pay Spirit prior to the close of the show for all such charges and further agrees that any claim the Exhibitor may have against Spirit or its subcontractors shall be pursued independently by the Exhibitor as a completely separate transaction to be resolved on its own merits.

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