

Champion Exposition Services, Inc., Champion Exposition Services of Northern California, and its respective officers, directors, stockholders, employees, agents, representatives, contractors and subcontractors (collectively, Champion) shall not be liable for ordinary wear and tear in the handling of equipment, damage, loss, glass breakage, concealed damage or delay to uncrated freight, wrapped freight, freight improperly packed, even if Champion has been advised of the potential for such damages.

Champion 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, written notice has been given to Champion to obtain the proper equipment.

Relative to inbound shipments, there may be a lapse of time between the delivery of shipment(s) to the booth by Champion and the arrival of the Exhibitor's representative at the booth. Similarly, relative to outgoing shipment(s), it is possible that there may be a lapse of time between the completion of packing and the actual pick up of freight from the booth for loading onto a carrier. It is expressly stated herein, that during such times the shipment(s) will be left in the booth unattended. Therefore, it is agreed that Champion shall not be liable for any loss of, disappearance of, or damage to Exhibitor's freight after the same has been delivered to Exhibitor's booth, nor shall Champion be liable for any loss or damage to Exhibitor's freight before it is picked up from the Exhibitor's booth for loading after the show. Consequently, all material handling forms covering outgoing shipment(s) submitted to Champion by Exhibitor will be checked at the time of pickup from the booth and corrected where discrepancies exist.

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

It is understood that Champion is not an insurer. Insurance, if any, shall be obtained by the Exhibitor, at its sole cost and expense. Amounts payable by Champion hereunder are based upon 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 Champion does not provide for full liability should loss or damage occur. In the event that Champion 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. As set forth herein, 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 \$1,000.00 per shipment, whichever is less, as agreed upon damages, and which shall be the sole 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 the performance or nonperformance of obligations imposed by the offering of services to Exhibitors or from negligence, active or otherwise, by Champion.

CHAMPION 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 REVENUE; 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, EVEN IF CHAMPION HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES.

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September 17 - 18, 2008



Questions about this form?

E-mail us at help@championexpo.com.

Please include name of show.

**Liability &
Insurance** (continued)

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

The Exhibitor agrees, in connection with the receipt, handling, temporary storage, accessible storage and reloading of its freight, that Champion will provide these services as Exhibitor's agent and not as bailee or shipper, and Champion shall have no responsibility or obligation thereunder. If Champion shall sign a delivery receipt, bill of lading or other document, the parties agree that Champion will do so as the Exhibitor's agent, and the Exhibitor accepts the responsibility thereof.

Champion shall not be liable for shipments received without receipts or freight bills or specified unit counts on receipts or freight bills, or a bulk shipment such as UPS, air freight, or van lines. Such shipment counts will be subject to verification and delivered to booth without guarantee of piece count or condition.

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

In order to expedite removal of freight from the show site, Champion 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. Champion assumes no liability as a result of such rerouting or handling.

The Exhibitor agrees, in the event of a dispute with Champion 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 Champion for freight handling services or any other services provided by Champion as an offset against the amount of the alleged loss or damage. Instead, the Exhibitor agrees to pay Champion prior to the close of the show for all such charges and further agrees that any claim the Exhibitor may have against Champion shall be pursued independently by the Exhibitor as a completely separate transaction to be resolved on its own merits.

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 the acceptance and approval of Champion in its sole discretion. Upon Champion's acceptance and approval, the Exhibitor and its agents shall be bound by the terms and conditions set forth above. Likewise, once Champion has accepted and approved the Exhibitor's offer, any shipper consigning or delivering a shipment to Champion on behalf of Exhibitor shall be bound by the terms and conditions set forth above.