

You are entering a contract which limits your possible recovery in case of loss or damage

The terms and conditions set forth below become part of the agreement between CHAMPION and you, the EXHIBITOR (the "Agreement"). Acceptance of said terms and conditions will be construed when any order for service or rental equipment is placed by EXHIBITOR with CHAMPION or when EXHIBITOR'S materials are delivered to CHAMPION'S warehouse or to a show site for which CHAMPION is the official contractor.

1. **DEFINITIONS.** For purposes of this contract, "CHAMPION" means Champion Exposition Services LLC, CES Electrical, Inc, and their respective employees, directors, officers, agents, assigns, affiliated companies and related entities including, but not limited to, any subcontractors CHAMPION may appoint. The term "EXHIBITOR" means the EXHIBITOR, it's employees, agents, representatives, and any Exhibitor Appointed Contractor ("EAC").
2. **CHAMPION'S RESPONSIBILITIES.** CHAMPION shall be responsible only for those services which it directly provides. CHAMPION assumes no responsibility for any persons, parties or other contracting firms not under CHAMPION'S direct supervision and control. CHAMPION'S performance hereunder is subject to, and CHAMPION shall not be responsible for loss, delay or damage due to strike, lockouts, work stoppages, natural elements, vandalism, Acts of God, civil disturbances, disruptions in the financial or capital markets, power failures, explosions, acts of terrorism or war, or for any other cause beyond CHAMPION'S reasonable control, nor for ordinary wear and tear in the handling of materials. CHAMPION will provide material handling services as the EXHIBITOR'S agent, not as bailee or shipper, and shall have no responsibility or obligations thereunder and EXHIBITOR accepts the responsibility thereof.
3. **PACKAGING AND CRATES.** CHAMPION shall not be responsible for damage to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly or improperly packed materials. In addition, CHAMPION shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition or have prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means.
4. **STORAGE.** CHAMPION assumes no liability for loss or damage to crates or containers or the contents therein while containers are in storage.
 - **Empty Storage.** Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of the EXHIBITOR or its representative. It is understood that the labels are used for storage of EMPTY containers only and CHAMPION shall not be liable for loss or damage to any contents while containers are in storage, or for any mislabeled containers. Damage to empty containers that is the direct result of CHAMPION'S negligence shall be subject to the limits of liability set forth in this document.
 - **Accessible Storage.** CHAMPION shall have no liability for loss or damage to EXHIBITOR'S materials while in accessible storage. It is understood that storage charges are for the use of the space and are not a form of insurance or a guarantee of security.
 - **Cold Storage.** Goods requiring cold storage are stored at EXHIBITOR'S own risk. CHAMPION shall not be liable or responsible for items in cold storage.
5. **INBOUND SHIPMENTS.** Consistent with trade show industry practices, there may be a lapse of time between delivery of shipments to the booth and the arrival of EXHIBITOR or its representatives, and during such time the material will be left unattended. CHAMPION will not be responsible or liable for any loss, damage, theft or disappearance of EXHIBITOR'S materials after same have been delivered to EXHIBITOR'S booth at the show site. CHAMPION recommends that the EXHIBITOR engage security services from the facility or show management. CHAMPION shall not be liable for shipments received without individual freight bills, such as UPS, FedEx or other carriers who deliver in bulk and do not wait for shipment count and condition to be verified for individual shipments. Such shipments will be subject to verification and correction of count and condition and CHAMPION'S receiving paperwork indicating any exceptions as delivered shall take precedence over shipper's signature of receipt.

(continued on next page)

6. **OUTBOUND SHIPMENTS.** Consistent with trade show industry practices, there may be a lapse of time between the completion of packing and the actual pick-up of materials from the booth for loading onto a carrier, and during such time the material will be left unattended. CHAMPION will not be responsible or liable for any loss, damage, theft or disappearance of EXHIBITOR'S materials before same have been picked up for reloading at the conclusion of the event. CHAMPION recommends that the EXHIBITOR engage security services from the facility or show management. All Material Handling Forms submitted to CHAMPION by EXHIBITOR will be checked at the time of pick-up from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to CHAMPION and the actual count of such items at the booth at the time of pick-up. CHAMPION retains the right to dispose of materials left on the show floor without liability if left unattended, left without labels or not correctly labeled.
7. **DELIVERY TO THE CARRIER FOR RELOADING.** CHAMPION assumes no responsibility for loss, damage, theft or disappearance of EXHIBITOR'S materials after same have been delivered to EXHIBITOR'S appointed carrier, shipper or agent for transportation after the conclusion of the show. CHAMPION loads materials onto the carrier under directions from the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. CHAMPION assumes no responsibility or liability for loss, damage, theft or disappearance of EXHIBITOR'S materials that is caused by, arises out of or relates to improperly loaded materials.
8. **DESIGNATED CARRIERS.** In order to expedite removal of materials from show site as required by show management and/or the facility, CHAMPION shall have the authority to change the EXHIBITOR designated carrier if that carrier does not pick-up the shipment at the appointed time. Where no disposition is made by EXHIBITOR, materials may be taken to a warehouse to await EXHIBITOR'S shipping instructions and EXHIBITOR agrees to be responsible for charges relating to such rerouting and handling. In no event shall CHAMPION be responsible for any loss resulting from such rerouting designation.
9. **INSURANCE.** It is understood that CHAMPION is not an insurer. Insurance on exhibit materials, if any, shall be obtained by the EXHIBITOR, at its sole costs and expense from a third-party insurance provider. EXHIBITOR agrees to provide CHAMPION with a release of subrogation to the extent of any insurance settlement received.
10. **CLAIMS FOR LOSS.** EXHIBITOR agrees that in order to have a valid claim, notice of loss or damage to materials must be given to CHAMPION or its agent within 24 hours of occurrence of the incident or the delivery of materials, whichever is later. EXHIBITOR agrees to comply with the claims process as specified herein and also included within the incident report. All claims must be submitted in writing within 60 days of the close of the show and include facts sufficient to identify the materials, asserting liability for alleged loss or damage and documentation of a specified or determinable amount of money. All claims reported after 60 days will be rejected. In no event shall suit or action be brought against CHAMPION more than one (1) year after the date of loss or damage occurred. Damage reports, incident reports, inspection reports, notations of shortages or damage on freight bills or other documents do not constitute filing of a claim.
 - (a) **PAYMENT FOR SERVICES MAY NOT BE WITHHELD.** In the event of any dispute between EXHIBITOR and CHAMPION relative to any loss, damage or claim, EXHIBITOR shall not be entitled to and shall not withhold payment or any partial payment due CHAMPION for its services as an offset against the amount of any alleged loss or damage. Any claims against CHAMPION shall be considered separate transactions and shall be resolved on their own merits.
 - (b) **MAXIMUM RECOVERY.** If found liable for any loss, CHAMPION'S sole and exclusive MAXIMUM liability for loss or damage to EXHIBITOR'S materials and EXHIBITOR'S sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment, whichever is less.
 - (c) **BREACH OF CONTRACT AND/OR NEGLIGENCE ONLY.** CHAMPION'S liability shall be limited to any loss or damage which results solely from CHAMPION'S gross negligence in the actual physical handling of the items compromising the EXHIBITOR'S shipment(s) OR which results from BREACH OF THIS CONTRACT and not for any other type of loss or damage. In no event shall CHAMPION be liable to the EXHIBITOR or to any other party for special, collateral, exemplary, indirect, incidental, consequential or punitive damages. Whether such damages occur either prior or subsequent to, or are alleged as a result of, tortious conduct, failure of the equipment or services of CHAMPION or breach of any of the provisions of this Agreement, regardless of the form of action, whether in contract or in tort, including strict liability and negligence, even if CHAMPION has been advised or has notice of the possibility of such damages, or for any damages caused by EXHIBITOR'S failure to perform EXHIBITOR'S responsibilities. Such excluded damages include but are not limited to loss of profits, loss of use, interruption of business or other consequential or indirect economic losses.



Questions about this form?

E-mail us at help@championexpo.com.

Please include name of show.

Terms and Conditions (continued)

11. **DECLARED VALUE.** Declarations of declared value are between the EXHIBITOR and the selected carrier ONLY and are in no way an extension of CHAMPION'S maximum liability stated herein. CHAMPION will use commercially reasonable efforts to transmit the declared value instructions to the selected carrier, however, CHAMPION will not be liable for any claim arising from the transmittal of, or failure to transmit, declared value instructions to the carriers, nor for failure of the carrier to uphold the declared value or any other term of carriage.
12. **JURISDICTION.** This contract shall be construed under the laws of the Commonwealth of Massachusetts without reference to the conflicts of laws principles thereof. CHAMPION and EXHIBITOR hereby consent to the exclusive jurisdiction and venue of the federal or state courts having jurisdiction over Plymouth County, Massachusetts for all actions or suits related to the interpretation or enforcement of this Agreement.
13. **INDEMNIFICATION.** EXHIBITOR agrees to indemnify, defend and forever hold harmless CHAMPION and it's employees, directors, officers and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments and expenses including but not limited to reasonable attorney's fees and investigation costs on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following.
 - EXHIBITOR'S negligent supervision of any labor secured through CHAMPION or the negligent supervision of such labor by any of the EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any EAC.
 - EXHIBITOR'S negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of the EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any EAC at the show or exposition to which this contract relates, including but not limited to the misuse, improper use, unauthorized alteration or negligent handling of CHAMPION'S equipment.
 - EXHIBITOR'S violation of federal, state, county or local ordinances.
 - EXHIBITOR'S violation of show regulations and/or rules as published and set forth by the facility and/or show management.
14. **WAIVER AND RELEASE.** EXHIBITOR, as a material part of the consideration to CHAMPION for material handling services, waives and releases all claims against CHAMPION with respect to all matters for which CHAMPION disclaimed liability pursuant to the provisions of this Agreement.