

MATERIAL HANDLING

YOU ARE ENTERING A CONTRACT THAT LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE.

The terms and conditions set forth below become a part of the Contract between North West Georgia Trade and Convention Center and you, the EXHIBITOR. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- THE MATERIAL HANDLING SERVICE AGREEMENT IS SIGNED; OR
- EXHIBITOR'S MATERIALS ARE DELIVERED TO XPRESS GLOBAL WAREHOUSE OR TO A SHOW OR EXPOSITION SITE FOR WHICH NORTH WEST GEORGIA TRADE AND CONVENTION CENTER IS THE OFFICIAL SHOW CONTRACTOR; OR
- AN ORDER FOR LABOR AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH NORTH WEST GEORGIA TRADE AND CONVENTION CENTER.

1. DEFINITIONS. For purposes of this Contract, "NWGTCC" means NorthWest Georgia Trade and Convention Center and their employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited to, any subcontractors NWGTCC may appoint. The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC"). Further, EXHIBITOR is in fact the "Shipper" for all purposes and circumstances notwithstanding anything contained herein to the contrary.

2. PACKAGING AND CRATES. NWGTCC 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, NWGTCC shall not be responsible for crates and packaging that 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.

3. EMPTY CONTAINERS. Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of EXHIBITOR or its representative. All previous labels must be removed or obliterated. NWGTCC assumes no responsibility for:

- Error in the above procedures
- Removal of containers with old empty labels and without NWGTCC labels.
- Improper information on empty labels.

NWGTCC WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.

4. INBOUND SHIPMENT(S) Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of EXHIBITOR or its representative, and during such time the materials will be left unattended. NWGTCC 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.

5. OUTBOUND SHIPMENT(S). Consistent with trade show industry practices, there may be a lapse of time between the completion of packing and the actual pickup of materials from the booths and loading onto a carrier and during such time the materials will be left unattended. NWGTCC 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. All Material Handling Agreements submitted to NWGTCC by EXHIBITOR will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to NWGTCC and the actual count of such items in the booth at the time of pickup.

6. DELIVERY TO THE CARRIER FOR RELOADING. NWGTCC 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. NWGTCC loads the 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. NWGTCC assumes no responsibility for loss, damage, theft or disappearance of EXHIBITOR'S materials that arises out of improperly loaded materials.

7. DESIGNATED CARRIERS. In order to expedite removal of materials from show site as required by Show Management and/or the facility, NWGTCC shall have the authority to change the EXHIBITOR designated carrier if that carrier does not pick up the shipment(s) 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 NWGTCC be responsible for any loss resulting from such rerouting designation.

8. NWGTCC RESPONSIBILITIES. NWGTCC shall be responsible only for those services that it directly provides. NWGTCC assumes no responsibility for any persons, parties, or other contracting firms not under NWGTCC direct supervision and control. NWGTCC performance hereunder is subject to, and NWGTCC shall not be responsible for loss, delay, or damage due to, strike, lockouts, work stoppages, natural elements, vandalism, Act of God, civil disturbances, power failures, explosions, acts of terrorism or war, or for any other cause beyond NWGTCC reasonable control, nor for ordinary wear and tear in the handling of materials.

9. INSURANCE. It is understood that NWGTCC is not an insurer. Insurance on exhibit materials, if any, shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide NWGTCC with a release of subrogation to the extent of any insurance settlement received.

10. CLAIM(S) FOR LOSS. EXHIBITOR agrees that any and all claims for loss or damage must be submitted to NWGTCC immediately at the show site, and in any case not later than thirty (30) business days after the conclusion of the show or exposition. (For purposes of claim reporting, the "conclusion" of the show shall be construed as the time when EXHIBITOR'S materials are delivered to the carrier for transportation from the show site or from NWGTCC warehouse). All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against NWGTCC more than one (1) year after the date of loss or damage.

(a) PAYMENT FOR SERVICES MAY NOT BE WITHHELD. In the event of any dispute between the EXHIBITOR and NWGTCC relative to any loss, damage, or claim, EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due NWGTCC for its services as an offset against the amount of any alleged loss or damage. Any claims against NWGTCC shall be considered a separate transaction and shall be resolved on their own merits.

(b) MAXIMUM RECOVERY. If found liable for any loss, NWGTCC 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. NWGTCC liability shall be limited to any loss or damage which results solely from NWGTCC NEGLIGENCE in the actual physical handling of the items comprising 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 NWGTCC be liable to the EXHIBITOR or to any other party for special, collateral, exemplary, indirect, incidental, or consequential 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 NWGTCC or breach of any of the provisions of this Contract, regardless of the form of action, whether in contract or in tort, including strict liability and negligence, even if NWGTCC 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.

11. DECLARED VALUE. Declarations of Declared Value are between the EXHIBITOR and the selected Carrier ONLY, and are in no way an extension of NWGTCC maximum liability stated herein. NWGTCC will use commercially reasonable efforts to transmit the Declared Value instructions to the selected Carrier; however, NWGTCC WILL NOT BE LIABLE FOR ANY CLAIM ARISING FROM THE TRANSMITTAL OF, OR FAILURE TO TRANSMIT DECLARED VALUE INSTRUCTIONS TO THE CARRIER NOR FOR FAILURE OF THE CARRIER TO UPHOLD THE DECLARED VALUE OR ANY OTHER TERM OF CARRIAGE.

LABOR

OPTION A: LABOR UNDER THE SUPERVISION OF NWGTCC

RESPONSIBILITIES

NWGTCC shall be responsible the performance of labor provided under this option. NWGTCC does not assume responsibility for any acts of, or loss to, persons, parties and/or other contracting firms not under NWGTCC direct supervision and control. In no event shall NWGTCC be liable for loss or damage caused by delay in labor beginning work when EXHIBITOR requests labor to begin later than the start of the working day.

INDEMNIFICATION:

NWGTCC agrees to indemnify, hold harmless, and defend EXHIBITOR from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including any injury to NWGTCC employees, or property damage arising out of work performed by labor provided by and supervised by NWGTCC, except when EXHIBITOR exercises direction and/or control over the work being performed.

OPTION B: LABOR UNDER THE SUPERVISION OF EXHIBITOR

RESPONSIBILITIES:

EXHIBITOR shall be responsible for the performance of labor provided under this option. It is the responsibility of EXHIBITOR to supervise labor secured through NWGTCC in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with NWGTCC Safe Work Rules and/or Federal, State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management rules and/or regulations. It is the responsibility of EXHIBITOR to check in with the Service Desk to pick up labor, and to return to the Service Desk to release labor when the work is completed.

INDEMNIFICATION:

EXHIBITOR agrees to indemnify, hold harmless, and defend NWGTCC from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses, (including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including any injury to NWGTCC employees, and/or property damage arising out of work performed by labor provided by NWGTCC but supervised by EXHIBITOR. Further, the EXHIBITOR'S indemnification of NWGTCC includes any and all violations of Federal, State, County and Local ordinances, "Show Regulations and/or Rules" as published and/or set forth by Facility or Show Management, and/or directing labor provided by NWGTCC to work in a manner that violates any of the above rules, regulations, and/or ordinances.