

MATERIAL HANDLING

TERMS & CONDITIONS

Acceptance of said terms and conditions will be constructed when any of the following conditions are met:

- ~ THE MATERIAL HANDLING ORDER FORM AND INVOICE IS SIGNED; OR
- ~ WHEN EXHIBITOR'S MATERIALS ARE DELIVERED TO LSS'S WAREHOUSE OR TO A SHOW/ EXPOSITION SITE FOR WHICH LEVY SHOW SERVICE INC. IS THE OFFICIAL SHOW CONTRACTORS; OR
- ~ WHEN AN ORDER FOR LABOUR AND/ OR RENTAL EQUIPMENT IS PLACED BY AN EXHIBITOR WITH LEVY SHOW SERVICE INC.

1. **DEFINITIONS.** "Levy Show Service Inc" ("LSS"), and any sub-contractors affiliated within the show.
2. **PACKAGING AND CRATES.** LSS shall not be responsible for damage to loose, uncrated materials, padwrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or materials improperly packed. In addition, LSS shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. Crated 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 his representative. All previous labels must be removed or obliterated. LSS assumes no responsibility for: Error in the above procedures; Removal of containers with old empty labels & without LSS labels; or Improper information on empty labels. LSS WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHEN SAID ITEMS 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 his representative, and during such time the materials will be left unattended. LSS 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 SHOW SITE. LSS highly recommends the securing of security services for Facility or Show Management. If any employee of LSS or its subcontractors shall sign a delivery receipt, bill of lading or other document, we agree that LSS or its subcontractor will do so as the Exhibitor's agent, and the Exhibitor accepts the responsibility thereof.
5. **OUTBOUND SHIPMENT(S).** Consistent with trade show industry practices, there may be a lapse of time between the completions of packing and the actual pickup of materials from the booths for loading onto a carrier and during such time the materials will be left unattended. LSS 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. LSS highly recommends the securing of security services from Facility or Show Management. All Material Handling Agreements submitted to LSS by EXHIBITOR will be checked at the time of pickup from booth and corrections will be made where discrepancies exist between the quantities of items listed by EXHIBITOR and the actual count of such items in the booth at the time of pickup. In order to expedite removal of materials from the show site, LSS 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, materials will be routed by LSS at show site. LSS assumes no liability as a result of such re-routing or handling.
6. **LSS'S RESPONSIBILITIES.** LSS shall be responsible only for those services which it directly provides. LSS assumes no responsibility for any persons, parties, or other contracting firms not under LSS's direct supervision and control. LSS shall not be responsible for loss, delay, or damage due to strike, lockouts, work stoppages, natural elements, vandalism, acts of God, civil disturbances, power failure, explosion, acts of terrorism or war, other causes beyond LSS's reasonable control, nor for ordinary wear & tear in the handling of materials. LSS and its subcontractors shall not be held liable for any damage incurred during the handling of equipment requiring special devices to properly load, place or reload unless advance notice has been given to LSS in time to obtain the proper equipment.
7. **INSURANCE.** It is understood that LSS 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 LSS with a release of subrogation to the extent of any insurance settlement received.
8. **CLAIM(S) FOR LOSS.** Claims for loss or damage must be submitted to LSS by the close of the show. No suit or action shall be brought against LSS or its subcontractors more than one year after the cause of action.
 - A. **PAYMENT FOR SERVICES MAY NOT BE WITHHELD.** In the event of any dispute between the EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment due to LSS for its services, as an offset against the amount of any alleged loss or damage.
 - B. **MAXIMUM RECOVERY.** If found damaged LSS's sole and exclusive MAXIMUM liability for loss or damage to EXHIBITOR's materials and EXHIBITOR's sole and exclusive remedy is limited to \$.30 per pound article with a maximum liability of \$50.00 per item, or \$1,000.00 per shipment.
9. **JURISDICTION.** THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE PROVINCE OF BC WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OUR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN VANCOUVER, BC.
10. **INDEMNIFICATION.** EXHIBITOR agrees to indemnify, forever hold harmless and defend LSS, its employees, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liability, judgements, 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 labour secured through LSS, or the negligent supervision of such labour by any of EXHIBITOR's employees, agents, representative, customers, invitees and/or Exhibitor Appointed Contractor (EAC).
 - EXHIBITOR's negligence, willful misconduct, or deliberate act of EXHIBITOR's employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractor (EAC) at the show or exposition to which this contract relates.
 - EXHIBITOR's violation of CANADA or Local ordinances or the violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.
 - EXHIBITOR's inclusion of illegal substances, hazardous materials or waste in any shipment placed with LSS and for the violation of the representations and warranties made regarding hazardous materials made on the front of this Agreement.
11. **MISCELLANEOUS.** EXHIBITOR, as a material part of the consideration LSS for material handling and transportation services, waives and releases all claims against LSS, its employees, agents, officers, and directors, with respect to all matters for which LSS has disclaimed liability pursuant to the provisions of this contract. The EXHIBITOR acknowledges that he or she has read this agreement, understands it and agrees to be bound by its terms, and further agrees that it is the complete and exclusive agreement between the parties. The invalidity or enforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all provisions herein.

