# Terms, Conditions and Policies page one

CONTRACTUAL AGREEMENT The Terms, Conditions and Policies set forth below become a part of the contractual agreement between Art Craft Display, Inc. (ART ---WHEN ANY SERVICE, PAYMENT OR ORDER FORM IS SIGNED AND RETURNED TO ART CRAFT; OR --WHEN ANY SERVICE OR EQUIPMENT ORDER IS PLACED BY AN EXHIBITOR WITH ART CRAFT; OR --WHEN ANY WORK IS PERFORMED ON BEHALF OF EXHIBITOR, BY LABOR SECURED THROUGH ART CRAFT t Craft Display, Inc. (ART CRAFT) and You, the Exhibitor. Acceptance of said terms, conditions and policies will be con-strued when any of the following conditions are met

CONTRACTUAL TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH ART CRAFT. TERMS, CONDITIONS AND POLICIES MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH ART CRAFT.

### DEFINITIONS

The name "Art Craft Display, Inc." (ART CRAFT) shall be construed within the meaning of this contract as ART CRAFT, and their employees, officers, directors, agents and assigns, affiliated companies and related entities including but not limited to any subcontractors ART CRAFT may appoint. The term "Exhibitor" shall be construed within the meaning of this contract as YOU and/or the EXHIBITOR and/or SHIPPER, and/or its employees, agents, representa- tives, and/or any Exhibitor Appointed Contractor (E.A.C.) for all purposes and circumstances, notwithstanding anything contained herein to the contrary.

## PAYMENT TERMS

1. RENTAL OF EQUIPMENT: The rental furnishings are the property of ART CRAFT and are rented to YOU subject to this contract, may retake the equipment or furnishings in your booth at the close of the show, ART CRAFT, to enforce its property ownership of the equipment or furnishings and to protect its interest under this contract, may retake the equipment or furnishings in your booth at the close of the show, ART CRAFT, to enforce its property ownership of the equipment or furnishings and to protect its interest under this contract, may retake the equipment or furnishings in your booth at the close of the show, ART CRAFT is enforce its property ownership of the equipment or furnishings and to protect its interest under this contract, may retake the equipment or furnishings are the property ownership of the equipment or furnishings in your booth at the close of the show, ART CRAFT, to enforce its property ownership of the equipment or furnishings and to protect its interest under this contract, may retake the equipment or furnishings in your booth at the close of the show, ART CRAFT, to enforce its property ownership of the equipment or furnishings and to protect its interest under this contract, may retake the equipment or furnishings in your booth at the close of the show, ART CRAFT, to enforce its property ownership of the equipment or furnishings and to protect its interest under this contract. any time and to do so may enter your property, and YOU hereby waive any right of action against ART CRAFT for such entry and retaking. In ad- dition, YOU acknowledge that the failure to relinquish rented equipment or furnishings are prohibited, and that such action may constitute a crime. ART CRAFT may notify the authorities and take other action, including the filing of criminal complaints, subjecting YOU to prosecution. Equipment or furnishings will be picked up at your booth at the close of the show. If YOU leave early, please notify our Service Desk.

2. EXECUTION OF SERVICES: Labor costs are included as part of the specified rental equipment fees (unless otherwise noted).

3. PAYMENT POLICY: Payment in full of rental and service charges must accompany your orders, and be received by ART CRAFT by the appropriate deadlines to qualify for advance rates. All payments must be in U.S. funds and all checks must be in U.S. funds and all checks must be drawn on a U.S. bank. Orders received without payment, orders received atter deadlines to qualify for advance rates. All payments must be in U.S. funds and all checks must be in U.S. funds and all checks must be drawn on a U.S. bank. Orders received by ART CRAFT by the appropriate deadlines to qualify for advance rates. All payments must be in U.S. funds and all checks must be drawn on a U.S. bank. Orders received atter deadlines to qualify for advance rates. All payments must be in U.S. funds and all checks must be paid in full prior to delivery of equipment or execution of services 4. CHARGES AND PAYMENTS: YOU are responsible for rental and service charges from the time the equipment or furnishings are to be clean and in good condition at the close of the show and other charges hereunder. The equipment or furnishings are to be clean and in good condition at the close of the show and other charges hereunder. The equipment or furnishings are to be clean and in good condition at the close of the show and other charges hereunder.

CRAFT may be obligated to pay on behalf of EXHIBITOR, including without limitation, any shipping charges

5. CANCELLATION POLICY FOR ANY CANCELLED ORDERS AND/OR CANCELLED EVENTS:

a. Cancellations within 7 days of the first move-in day will be subject to a 50% administrative fee on all items and services ordered, with the exception of (c) below.
b. Cancellations made after the initial move-in has begun, will not be eligible for a refund for any items or services ordered.
c. At any date of cancellation, Exhibitor will be invoiced in full for any orders in which costs have been incurred by Art Craft Display for any purchases and/or work undertaken to fulfill the order.

This includes, but is not limited to, orders for signs, banners, displays, SEG fabrics, custom shelves or countertops, premium carpet and freight received.

6. COLLECTION: YOU agree to pay all costs of collection by ART CRAFT of any amounts due hereunder, including actual attorney's fees. YOU further agree that, in the event any action arising out of or related to the Agreement between YOU and ART CRAFT, and ART CRAFT its actual attorney's fees. and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, YOU further agree that, in the event any action arising out of or related to the Agreement between YOU and ART CRAFT is actual attorney's fees. YOU further agree that, in the event any action arising out of or related to the Agreement between YOU and ART CRAFT of any amounts due hereunder, including actual attorney's fees. YOU further agree to that, in the event any action arising out of or related to the Agreement between YOU and ART CRAFT is actual attorney's fees. YOU further agree that, in the event any action arising out of or related to the Agreement between YOU and ART CRAFT is actual attorney's fees. YOU further agree that, in the event any action arising out of or related to the Agreement between YOU and ART CRAFT is actual attorney's fees. YOU further agree that, in the event any action arising out of or related to the Agreement between YOU and ART CRAFT is actual attorney's fees. YOU further agree that, in the event any action arising out of or related to the Agreement between YOU and ART CRAFT is actual attorney's fees. YOU further agree that, in the event any action arising out of or related to the Agreement between YOU and ART CRAFT is actual attorney's fees. YOU further agree that, in the event any actual attorney's fees. YOU further agree that, in the event any actual attorney's fees. YOU further agree that is actual attorney is actual attorn maximum amount by state law 7. JURISDICTION: The Agreement is governed by the laws of the state where the ART CRAFT is action pertinent to the transaction is situated, or in a court with jurisdiction over the county in which the project for which the goods are to be used is located, or in a court or before an arbitration panel where an action between ART CRAFT is discretion, either in a court or before an arbitration panel where an action between ART CRAFT is discretion arbitration party is pending which the goods are to be used is located, or in a court or before an arbitration party is pending which the goods are to be used is located, or in a court with jurisdiction over the county in which the goods are to be used is located, or in a court or before an arbitration panel where an action between ART CRAFT is discretion, either in a court with jurisdiction over the county in which the goods are to be used is located, or in a court or before an arbitration panel where an action between ART CRAFT is discretion, either in a court or before an arbitration panel where an action between ART CRAFT is discretion, either in a court or before an arbitration panel where an action between ART CRAFT is discretion, either in a court or before an arbitration panel where an action between ART CRAFT is discretion, either in a court or before an arbitration panel where an action between ART CRAFT is discretion arbitration are action between ART CRAFT is discretion are action between ART CRAFT is discreted.

concerns the subject matter of the Agreement. To the extent allowed by law, YOU waive your right to a trial by jury in any action brought upon, or by reason of, the Agreement

## EQUIPMENT: GENERAL CONDITIONS AND POLICIES

1. EQUIPMENT AVAILABILITY AND POSSESSION: Ordering early saves you time and money. Availability of equipment on the show floor cannot be guaranteed. Possession of unverified or unpaid equipment shall result in a) con- fiscation of equipment, or b) payment of full rental charges (at floor rate) upon deman 2. RESPONSIBILITY FOR EQUIPMENT OR FURNISHINGS: From the time the equipment or furnishings are rented, YOU are responsible for it. If the equipment or furnishings are lost, stolen or damaged under any circumstances while rented, regardless of fault, YOU shall be responsible for all charges, including labor costs, to replace or repair the equipment or furnishings are lost, stolen or damaged under any circumstances while rented, regardless of fault, YOU shall be responsible for all charges, including labor costs, to replace or repair the equipment or furnishings 3. USE OF RENTAL EQUIPMENT OR FURNISHINGS: YOU agree that the equipment or furnishings will be used only for the purpose for which they were manufactured and intended. Subleasing or improper use is prohibited

4. RESPONSIBILITY FOR USE: YOU are responsible for the use of the rented equipment or furnishings. YOU assume the entire responsibility for the defense of, and to pay, indemnify and hold ART CRAFT harmless from, any hereby release ART CRAFT from, any and all claims for damages to property or bodily injury (including death) resulting from the use, operation or possession of the equipment or furnishings, whether or not it is claimed or found that such damage or injury resulted from the defective condition of the equipment or furnishings or from any cause. YOU agree that no warranties, express or implied, have been made in connection with this rental. In the event of any dispute between EXHIBITOR and ART CRAFT relative to any loss, damage, or claim, such EXHIBITOR shall not withhold payment, or any partial payment, due to ART CRAFT for its services, as an offset against the amount of any alleged loss or damage. Any claim against ART CRAFT shall be considered a separate transaction, and shall be resolved on its own merits.

5. EQUIPMENT OR FURNISHINGS FAILURE: In the event any rented equipment or furnishings should become unsafe or damaged, or ceases to be in good working order. YOU will discontinue use so as to prevent further dam- age to the equipment or furnishings provided it has personnel or any problem with any order. Upon notification, ART CRAFT shall make a reasonable effort to replace or repair such equipment or furnishings provided it has personnel or any defect of the rental equipment or furnishings available; however ART CRAFT shall not be responsible for damages or injury including consequential damages resulting from failure or any defect of the rental equipment or furnishings. 6. COLOR SELECTIONS: Indicate color where applicable. Choices not indicated by EXHIBITOR will be selected by ART CRAFT to coordinate with show colors. ART CRAFT reserves the right to select or change colors based upon availability

LABOR: GENERAL CONDITIONS AND POLICIES 1. WORK RULES: Show Management and/or EXHIBITORS are not required to use Art Craft Display, Inc. (ART CRAFT) labor for loading/unloading, delivery/removal or installation/dismantle of any equipment, literature, etc. that they choose to handle themselves. In most cases, 4-wheel stock carts will be exercised, ART CRAFT is no responsible for resulting damage or loss from improper packing, concealed damage, theft or any other cause.

2. PERSONNEL CONDITIONS: ART CRAFT has been selected by show management as the official labor provider for this event. ART CRAFT provides all necessary labor from its own designated labor pool for execution of said services.

All prices are based entirely upon labor services provided only by the ART CRAFT designated labor pool. If any labor services are provided on uside labor, Show Management shall be responsibility for payment as outlined herein. Also, if Show Management secures use of outside labor, Show Management shall be responsibility and their EXHIBITORS which are normally the EXHIBITORS which are normally the EXHIBITOR's responsibility for payment as outlined herein. Also, if Show Management secures use of outside labor, Show Management shall be responsible for all costs incurred directly to the outside labor, show Management shall be responsible for all costs incurred directly to the outside labor, show Management shall be responsibility and hold harmless are provided on y explicit to these conditions. Additional personnel or equipment may be used, if the supervisor deems such is necessary to safely complete the installation and/or dismantling of exhibit and will be charged accordingly. 3. LABOR PROVIDED UNDER THE SUPERVISION OF ART CRAFT:

A. RESPONSIBILITIES: ART CRAFT shall be responsibility for any acts of, or loss to, persons, parties and/or other contracting firms not under ART CRAFT shall not be responsibility for any acts of, or loss to, persons, parties and/or other contracting firms not under ART CRAFT shall not be responsible for loss, delay or damage due to strike, lockouts, and/or work stoppages, or other causes beyond ART CRAFT's reasonable control.

B. INDEMNIFICATION: ART CRAFT 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 verte to reasonable attorneys' fees and investigation costs) for bodily injury, including any injury to ART CRAFT employees, or property damage arising out of work performed by labor provided by and supervised by ART CRAFT, except when EXHIBITOR exercises direction and/or control over the work being perform

### 4. LABOR PROVIDED UNDER THE SUPERVISION OF EXHIBITOR:

A. RESPONSIBILITIES: EXHIBITOR shall be responsible for the performance of labor provided under this section. It is the responsibility of EXHIBITOR to supervise labor secured through ART CRAFT 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.

B. INDEMNIFICATION: EXHIBITOR acrees to indemnify, hold harmless, and defend ART CRAFT from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and very injury to ART CRAFT from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and very injury to ART CRAFT employees, and/or provided by ART CRAFT employees, and lor proverty damage arising out of work performed by labor provided by ART CRAFT the supervised by EXHIBITOR. Further, EXHIBITOR's and expenses (including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury. ations and/or Rules" as published and/or set forth by Eacility or Show Manag ent, and/or directing labor provided by ART CRAFT to work in a manner that violates any of the above rules, requ

# Terms, Conditions and Policies page two

## CONTRACTUAL AGREEMENT

Terms, Conditions and Policies set forth below become a part of the contractual agreement between Art Craft Display, Inc. (ART CRAFT) and You, the Exhibitor. Acceptance of said terms, conditions and policies will be construed when any of the following conditions are met -WHEN EXHIBITOR'S MATERIALS ARE DELIVERED TO ART CRAFT OR TO THE SHOW SITE FOR WHICH ART CRAFT IS THE OFFICIAL SHOW CONTRACTOR; OR

-WHEN ANY SERVICE, PAYMENT OR ORDER FORM IS SIGNED AND RETURNED TO ART CRAFT; OR -WHEN ANY SERVICE, PAYMENT OR ORDER FORM IS SIGNED AND RETURNED TO ART CRAFT; OR -WHEN ANY WORK IS PERFORMED ON BEHALF OF EXHIBITOR, BY LABOR SECURED THROUGH ART CRAFT.

CONTRACTUAL TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH ART CRAFT. TERMS, CONDITIONS AND POLICIES MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH ART CRAFT

DEFINITIONS The term "Material Handling" shall be construed within the meaning of this contract as MATERIAL HANDLING and/or MATERIALS and/or FREIGHT HANDLING and/or FREIGHT and/or DRAYAGE for all purposes and circumstances, notwithstanding anything contained herein to the contrary

1. CHARGES AND PAYMENTS : Payment in full of all drayage charges must be made prior to delivery of equipment or execution of services, in US Funds only. All drayage charges from ART CRAFT are separate from any carrier charges will be made on any shipments if they require RECRATING, PALLETING, BANDING or SPECIAL HANDLING. Special handling is definer as, but not limited to, shipments requiring special delivery arrangements. Additional charges will be made on any shipments if they require RECRATING, PALLETING, BANDING or SPECIAL HANDLING. Special handling is definer as, but not limited to, shipments requiring special delivery arrangements. Additional charges will be made on any shipments if they require RECRATING, PALLETING, BANDING or SPECIAL HANDLING. Special handling is definer as, but not limited to, shipments received or loaded out that cannot be unloaded/reloaded at the dock; or packed in such a way that would require additional handling and/or special equipment to unloading/reloading, un-stacking, side door unloading/reloading.

2. TYPES OF FREIGHT: ART CRAFT reserves the right, at EXHIBITOR'S expense, to refuse or re-route the following types of freight; hazardous materials, perishable materials, and any freight considered oversize or overweight by definition of ART CRAFT.

nses incurred by ART CRAFT to handle the above freight items will be charged to the EXHIBITOR.

3. PACKAGING AND CRATES: ART CRAFT shall not be responsible for damage to loose, uncrated materials, pad-wrapped or shrink-wrapped or shri

**A INBOUND SHIPMENT:** Shipments will be received with per should be the particulated in the advance of the experiance of 5. EMPTY CONTAINERS: Empty container labels are available at our service desk. Affixing labels to the containers is the sole responsibility of EXHIBITOR. All previous labels, or improper information on empty labels. ART CRAFT WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS AND/OR THEIR CONTENTS DUE TO INCLEMENT WEATHER, OR ANY OTHER CAUSE, WHILE SAID ITEMS ARE IN EMPTY CONTAINERS IN EMPTY CONTAINERS AND CONTAINERS AND/OR THEIR CONTENTS DUE TO INCLEMENT WEATHER, OR ANY OTHER CAUSE, WHILE SAID ITEMS ARE IN EMPTY CONTAINER STORAGE.

6. OUTBOUND SHIPMENT: All outbound shipments will be sent COLLECT OR BILLED TO THIRD PARTY BY EXHIBITOR. Consistent with trade show industry practices, there may be a lapse of time between the completion of packing and the actual pickup of materials will be left unattended. ART CRAFT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS BEFORE MATERIALS HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. ART CRAFT highly recommends contracting security services from Facility or Show Management. All Outbound shippenents will be recover and the actual pickup of materials will be recover to recover your freight by the final move-out time, your shipments will be recoved by ART CRAFT at your expense. ART CRAFT reserves the right to HOLD outbound freight until payment of all drayage invoices is satisfied. 7. ABANDONED FREIGHT: ART CRAFT will remove only our equipment and items, which are consigned to us per written authorization, by the exhibiting firm(s) and Facility or Show Management (i.e. freight). Any other items left behind by exhibiting firms or Show Management (i.e. freight). Any other items left behind by exhibiting firm(s) and Facility or Show Management (i.e. freight).

8. ART CRAFT's RESPONSIBILITY: ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only those services provided directly by ART CRAFT shall be responsible for only

9. ART CRAFT's LIMITS OF LIABILITY: A. CLAIMS FOR LOSS: Claims for loss or damage must be filed within nine (9) months after the delivery must be filed within nine (9) months after a reasonable time for delivery has lapsed. In no event shall a suit or action be brought against ART CRAFT more than two (2) years and one day from the day when written notice is given by ART CRAFT to EXHIBITOR that the claim is disallowed. Receipt of shipment by consignee or the consignee's agent without written notification or damage or loss will be prima facie evidence that the shipment was delivered in good condition

1. PAYMENT FOR SERVICES MAY NOT BE WITHHELD: In the event of any dispute between the EXHIBITOR and ART CRAFT relative to any loss, damage, or claim, such EXHIBITOR shall not be entitled to and shall not withhold

payment, or any partial payment, due to ART CRAFT for its services, as an offset against the amount of any alleged loss or damage. 2. MAXIMUM RECOVERY: If found liable for any loss, ART CRAFT's sole and exclusive remedy is limited to \$.50 per pound per article with a maximum liability of \$100.00 per item, or \$1,500.00 per shipment, whichever is less. When a declaration is made, liability shall in no event exceed the declared value of the shipment. DECLARED VALUE AMOUNTS APPLY ONLY TO THE AIR SHIPMENT OF MATERIALS, AND NOT TO ANY OTHER SERVICES PROVIDED BY ART CRAFT INCLUDING, WITHOUT LIMITATION, MATERIAL HANDLING SERVICES 3. BREACH OF CONTRACT OR NEGLIGENCE: ART CRAFT's LIABILITY SHALL BE LIMITED TO ANY LOSS OR DAMAGE. In no event shall ART CRAFT be liable to the EXHIBITOR or to any other party for spe whether such damages occur either prior to or subsequent to, or are alleged as a result of tortuous conduct, failure of the equipment or services of ART CRAFT 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 ART CRAFT has been advised or has notice 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 ART CRAFT 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 or interruption of business, or other consequential or indirect economic loss

B. DECLARED VALUE: Declared value is available only on AIR SHIPMENT. The value per pound for applying valuation charges shall be determined by dividing the shipper's declared value for carriage by the actual weight of the shipment.

E: Declared value is available on point of a point with the value per pound on approve declares available for grant with the shipper a declared value is available for grant with the shipper declares available for grant ship by arc. **2. DOMESTIC & INTERNATIONAL AIR SHIPMENTS:** When the shipper declares a value that exceeds \$.50 per shipment, will be assessed on the declared value. 3. EXTRAORDINARY VALUE: Notwi anding the above limitations, all shipments, domestic and interr ional, containing the following items of extraordinary value are limited to a maximum declared value of \$500.00

a. Artworks and objects of art, namely original paintings, drawing, etchings, watercolors, tapestries or sculptures.
b. Clocks, jewelry, including costume jewelry, furs, and fur timmed clothing.
c. Personal effect, including without limitation papers and documents.
4. LIABILITY: Liability for damage to shipments containing glass shall be limited to \$50.00. Shipments with a declared value exceeding \$50.00 will not be accepted. If inadvertently accepted, liability will be limited to \$50.00.

Glass shipments include, without limitations: windshields, plate glass, ceramics, chinaware and light bulbs. 5. MAXIMUM VALUES: Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by us for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these ma

C. INDEMNIFICATION: EXHIBITOR'S negligent supervision of any labor secured thread to the following of any supervision of such labor thread to the following of any supervision of such labor thread to the following: EXHIBITOR'S negligent supervision of any labor secured through ART CRAFT, or the negligent supervision of such labor by any of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any exhibitor appointed contractor (EAC). EXHIBITOR'S negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of EXHIBITOR'S employees, agents, representative, customers, invitees and/or any Exhibitor Appointed Contractor (EAC). EXHIBITOR'S negligence, willful misconduct, or deliberate act of EXHIBITOR'S employees, agents, representative, customers, invitees and/or any Exhibitor Appointed Contractor (EAC). EXHIBITOR'S violation of Federal, State, County or Local ordinances or the violation of Show or Facility and/or Show and agement. EXHIBITOR's inclusion of lederal substances, hazardous materials or waste in any shipments placed with ART CRAFT and for the violation of the representations and warranties made regarding hazardous materials within this Agreement.

10. INSURANCE: ART CRAFT is not an insurer nor provides insurance. Insurance for EXHIBITOR materials, shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide ART CRAFT with a release of subrogation to the extent of any insurance settlement received.

11. COLLECTION: YOU agree to pay all costs of collection by ART CRAFT its actual attorney's fees, ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, ART CRAFT its actual attorney's fees, and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, ART CRAFT is actual attorney's fees, and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, ART CRAFT its actual attorney's fees. YOU shall pay ART CRAFT its actual attorney's fees, and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, ART CRAFT its actual attorney's fees, and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shall pay ART CRAFT its actual attorney's fees, YOU shal 12. JURISDICTION: The Agreement is governed by the laws of the state where the ART CRAFT branch pertinent to the transaction is situated. Any action arising out of or related to the Agreement shall be brought, at ART CRAFT's discretion, either in a court with jurisdiction over the county in which the project for which the project for which the goods are to be used is located, or in a court or before an arbitration panel where an action between ART CRAFT and a third party is pending which concerns the subject matter of the Agreement shall be brought, at ART CRAFT's discretion, either in a court with jurisdiction over the county in which the project for which the project for which the goods are to be used is located, or in a court or before an arbitration panel where an action between ART CRAFT and a third party is pending which concerns the subject matter of the Agreement shall be brought, at ART CRAFT's discretion, either in a court with jurisdiction over the county in which the project for which the goods are to be used is located, or in a court or before an arbitration panel where an action between ART CRAFT and a third party is pending which concerns the subject matter of the Agreement shall be jury in any action brought upon, or by reason of, the Agreement. 13. EXHIBITOR ACCEPTANCE OF ART CRAFT terms, CONDITIONS and POLICIES: EXHIBITOR, as a material part of the consideration to ART CRAFT for equipment rental, provision of labor, material handling and transportation services waives and releases all claims against ART CRAFT, its employees, agents, officers, and directors with respect to all matters for which ART CRAFT 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 other provisions herein.

## MATERIAL HANDLING: GENERAL CONDITIONS AND POLICIES