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C O - L O C A T E D



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Terms and Conditions

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

The terms and conditions set forth below become a part of the Contract between PACK EXPO SERVICES, INC. and you, the EXHIBITOR. EXHIBITOR is deemed to have accepted these terms and conditions when any of the following conditions are met:

- THE MATERIAL HANDLING SERVICE AGREEMENT IS SIGNED;
- EXHIBITOR'S MATERIALS ARE DELIVERED TO PES'S WAREHOUSE OR TO A SHOW OR EXPOSITION SITE FOR WHICH PES IS THE OFFICIAL SHOW CONTRACTOR, OR
- AN ORDER FOR LABOR AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH PES, OR THE ON-SITE EXHIBITOR DATA AGREEMENT IS SIGNED.

1. Customer and Exhibitor are used interchangeably and shall refer one to the other. PACK EXPO SERVICES and PES are also used interchangeably and shall be deemed to refer one to the other. Show refers to the event referenced above, with location, facility and date.

2. Payments are due prior to delivery of services or equipment to Customer unless other credit arrangements have been made. All payments shall be in U.S. currency, MasterCard, VISA, American Express, and Discover credit cards, or check, provided there is sufficient customer credit in the Customer's form of payment to completely satisfy the amount owed by Customer to PES. Undersigned authorizer acknowledges that all applicable charges for services rendered to the Exhibitor will be applied to the credit card on file in the event another form of payment is not tendered prior to the close of the trade show. In no instance shall any Customer be extended credit beyond 30 days after the close of the Show. If there are any outstanding balances owed by the Customer to PES which have not been paid 30 days after the close of the Show, then these shall bear an interest rate of 1-1/2% per month (18% per annum).

3. **Any discrepancy in items ordered and items received or any complaint or question concerning services, etc., must be reported to the PES Service Center at the Show, in writing, immediately upon noting same. Problems will be resolved and/or any valid adjustments in Customer's account will be made at that time, and approved by the PES Project Manager in charge. No credits shall be extended for any individual service (including material handling and labor services) in excess of 15% of the billings for that service. Credits and adjustments will not be made based on information received after the Show. Exhibitors who cancel up to fourteen (14) days prior to Exhibitor Move-In will be refunded 50% of their advance payment. No refunds will be made for cancellations received less than 14 days prior to Exhibitor move-in or at show site, unless otherwise noted on specific service form.**

EXHIBITOR should be advised that routine audits of Exhibitor booths for service usage are conducted during the Show. Should the result of such an audit indicate that equipment or services is in fact being used that has not been paid for, the Exhibitor will be charged for the equipment or service at the applicable rate.

4. PES reserves the right to discontinue one or all services or equipment delivery to Customer for non-payment of one or more outstanding bills should such bill not be paid before the close of the first day of the Show. Payment for any one or more of the services rendered does not in anyway release Customer from payment on the other remaining services upon presentation of invoice.

Should it become necessary after all discrepancies are resolved to employ a collection agency, then Customer agrees that all reasonable and customary collection fees shall be borne by Customer. Furthermore, should litigation ensue, the Customer and PES agree that all reasonable attorney's fees shall be borne by the non-prevailing party.

5. **PES shall not be liable to Exhibitor in any respect for any claims, losses, expenses, injuries, or damages arising out of or related to the Show or Exhibitor's participation in the Show, due to any act or omission of PES, its employees or agents, or any third person, whether based on breach of contract or warranty, negligence or other tort, or strict liability.** PES disclaims all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. PES shall not be liable to Exhibitor for any indirect, special or consequential damages, including lost profits, whether based upon a claim or action of contract, warranty, negligence, strict liability or other tort, even if PES is aware of the possibility thereof. Notwithstanding any other provision of this Agreement, the maximum liability of PES to Exhibitor will in no event exceed the lesser of (i) the amount of exhibit fees paid by Exhibitor to PES for the Show or (ii) \$5,000; recovery of such amount shall be Exhibitor's sole and exclusive legal remedy. Any claim against PES not submitted to PES within thirty (30) days of the close of the Show shall be forever waived, and no suit or action shall be brought against PES more than one (1) year after the Show.

6. **Insurance and liability against theft and property damage or any costs for repair or neglect for the full replacement cost of equipment or exhibit material owned or rented by the Customer remain the complete and sole responsibility of the Customer.** Insurance and liability against theft, property damage, or bodily injury occurring within the confines of the Exhibitor's booth remain the sole and complete responsibility of the Exhibitor. Without limiting the foregoing, to the extent that the performance of PES is impeded by Acts of God, fire, flood, weather, strikes or labor disruptions, civil unrest, public health risks, governmental law or action, third party conduct, or other circumstances beyond PES's reasonable control, PES shall be excused from such performance.

7. **Without limiting the provisions contained in Section 5, PES shall not be responsible for damage to uncrated materials, materials improperly packed, or concealed damage, nor shall PES be responsible in any manner for loss, theft or disappearance of Exhibitor's materials while Exhibitor's materials are in Exhibitor's possession or are located within or near the confines of the Exhibitor's booth.** PES's liability shall be limited to any loss or damage which results solely from PES's negligence in the actual physical handling of the Exhibitor's materials and not for any other type of loss or damage. PES's liability shall be limited to the physical loss or damage to the specific article which is lost or damaged while in the possession of PES, and, in any event, PES's maximum liability for any cause shall be limited to \$0.30 per pound per article with a maximum liability, of \$50.00 per item or \$1,000.00 per shipment.

Exhibitor recognizes that PES provides services as Exhibitor's agent and not as bailee or shipper unless Exhibitor contracts with PES Transportation. If any employee or subcontractor of PES shall sign a delivery receipt bill-of-lading, or other document, Exhibitor agrees that these signatories will do so as Exhibitor's agent, and Exhibitor accepts the responsibility thereof. PES or its subcontractors are authorized to note the quantities or condition of items on the Exhibitor's bill-of-lading when the actual count or condition of such items do not conform to the amount or amounts recorded by exhibitor. Correct weights with Weight Certificate must be provided, otherwise PES's or its subcontractor's estimate shall prevail in the event of any weight discrepancy.

PES shall not be responsible for loss, theft, or disappearance of materials before they are picked up from Exhibitor's booth for reloading after the Show. Bills-of-lading covering outgoing shipments, which are furnished to PES by Exhibitors, will be checked at time of actual pickup from booth and corrections made where discrepancies occur.

8. Exhibitor shall indemnify and hold harmless, PES and its employees and affiliated companies and organizations from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and/or expenses of any kind or nature whatsoever (including costs of defense, settlement, and reasonable attorneys' fees) on account of injuries to or death of any person or damage to any property occurring directly or indirectly from the acts or omissions of Exhibitor or its employees, agents, or contractors, however such injuries or death or damage to property may be caused. Upon the request of PES, Exhibitor shall promptly defend any such demand, claim, cause of action, or suit.

9. In the case of bills submitted to parties other than the Customer, Exhibitor, or Exhibiting Company (Third Parties): such arrangements in no way release Customer, Exhibitor, or Exhibiting Company from any and all of the terms and conditions outlined herein.

10. **REFUNDS:** In the event that the Show is not held for any reason, Customer shall receive a refund of the exhibitor services payment, less Customer's pro-rata share of all costs and expenses incurred and committed by PES in connection with the Show. Customer shall receive full and complete refund of overpayments following final audit after the close of the Show. PES will remit refunds to Customer at the name and address indicated on the Exhibitor Data Sheet. Customer will receive a refund for any extra overpayment above and beyond the amount which Customer owes to PES. Also provided for the Customer with the final refund shall be a final accounting showing the services or equipment ordered.

11. **CREDIT CARD:** We are pleased to accept orders for services, with payment being made by a credit card. By paying for these services in advance, and adhering to the deadline date, you have taken advantage of the 30% discount offered.

12. **Insurance: It is understood that PACK EXPO Services is not an insurer. Insurance should be obtained by the exhibitor. It is highly recommended that exhibitors arrange All Risk coverage. This can be done by endorsements to existing policies. Exhibitor's materials should be insured from the time they leave their firm until they are returned after the close of the show.**

13. **PES does not involve itself in patent infringement or trademark disputes before, during, or after the Show. Exhibitors should seek their own legal counsel to resolve such issues. Nevertheless, PES reserves the right to remove any equipment that is the subject of a patent or trademark challenge.**

14. **These terms and conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts principles. Any litigation between the parties shall, at the option of PES, be filed and prosecuted exclusively in a State or federal court in or for Fairfax County, Virginia.**

15. If any provision in these Terms and Conditions is held to be invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions shall remain unaffected.

Authorizer acknowledges reading and accepting all Terms and Conditions and agrees that Authorizer and Exhibiting company will be fully governed by the provisions described therein.

Exhibiting Company: _____

Booth Number: _____

Print Name: _____

Authorizer's Signature: _____

Date: _____