

## TERMS AND CONDITIONS

**A SIGNED COPY OF THESE TERMS & CONDITIONS MUST BE SENT ALONG WITH YOUR ORDER OR SERVICES WILL NOT BE RENDERED**

**Please read carefully!**

You are entering into a contract which may limit your possible recoveries in case of loss or damage. The terms and conditions set forth below become a part of the contractual agreement between Informa Markets US Boat Shows and you, the CUSTOMER. Acceptance of said terms and conditions will be construed when the documents in this packet are signed by the CUSTOMER, his/her agent, or representative.

### DEFINITIONS

The company, Informa Markets US Boat Shows shall be construed within the meaning of this contract as Informa Markets and their employees, officers, agents, and assigns including any subcontractors that Informa Markets may appoint. The term CUSTOMER refers to any party who contracts for services with Informa Markets.

### INFORMA MARKETS RESPONSIBILITIES

Informa Markets shall be responsible only for those services which it directly provides, and hereby agrees to execute its contractual duties in good faith. Informa Markets assumes no responsibilities for any persons, parties, or other contracting firms not under Informa Markets direct supervision and control. Informa Markets shall not be responsible for loss, delay, or damage due to strikes, lockouts, work stoppages, natural elements, vandalism, acts of God, civil disturbances, power failures, acts of terrorism or war or any other causes beyond Informa Markets reasonable control, or ordinary wear and tear in the handling of materials. Informa Markets shall not be liable to any extent whatsoever for any actual, potential, or assumed loss of profits or revenues, or for any collateral costs which may result from any loss or damage to an exhibitor's material which may make it impossible or impractical to exhibit same.

### INSURANCE

It should be clearly understood that Informa Markets is not an insurer. Each CUSTOMER should arrange complete risk coverage for the value of said equipment through endorsements to existing policies, insuring the exhibit material from the time it leaves their facility until it is returned. It should be further understood and agreed that Informa Markets does not provide for full liability, should loss or damage occur. Should Informa Markets incur a liability, it shall be limited to the specific article which is lost or damaged, and in any event, the maximum liability shall be limited to \$ .30 per pound per article with a maximum liability of \$50.00 per item, or \$500.00 per shipment, whichever is less.

### CLAIM(S) FOR LOSS

CUSTOMER agrees that any and all claims for loss or damage shall be submitted to Show Management prior to the conclusion of the show when alleged loss or damage occurred prior to that time, and in all cases within 30 days of the conclusion of the show. For claim reporting purposes, the "conclusion" of the show shall be construed as the end of the day on which CUSTOMER must vacate the show site. All claims reported after the 30 day period will be rejected.

### PAYMENT FOR SERVICES MAY NOT BE WITHHELD

In the event of any dispute between the CUSTOMER and Informa Markets relative to any loss or damage claim, the CUSTOMER shall not be entitled to, and shall not withhold payment for Informa Markets services as an offset against the amount of the alleged loss or damage. Any claim against Informa Markets shall be considered a separate transaction and shall be resolved on its own merit.

### INDEMNIFICATION

CUSTOMER agrees to indemnify, forever hold harmless and defend Informa Markets and their employees, officers, and agents from and against any and all claims, causes of action, fines, penalties, damages, liabilities, judgements, and expenses on account of personal injury or death, damage to or loss of property or profits arising out of, or contributed to by any of the following:

CUSTOMER'S negligent supervision of any labor secured through Informa Markets or the negligent supervision of such labor by any of the CUSTOMER'S employees, agents, representatives invitees, and/or any CUSTOMER appointed contractor (EAC).

CUSTOMER'S negligence, willful misconduct, or deliberate act, or such actions of CUSTOMER'S employees, agents invitees, representatives or EAC's 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 Informa Markets equipment. CUSTOMER'S violation of Federal, State, or Local ordinances. CUSTOMER'S violation of Show Regulations and/or Rules as published by Facility and/or Association Management.

### PACKING AND CRATING

Informa Markets will not be responsible for surface damage to loose or uncrated materials, pad-wrapped materials, or shrink-wrapped materials. Informa Markets shall not be responsible for concealed damage, damage to carpets in bags or poly, or damage to materials improperly packed. Informa Markets shall not be responsible for crates, and packaging which are unsuitable for handling, partially assembled, or having prior damage.

### EMPTY CONTAINERS

Affixing "empty storage" labels to containers is the sole responsibility of the CUSTOMER or their representative. All previous labels should be removed. Informa Markets assumes no responsibility for removal or mis-delivery of containers with old labels or incorrect information on labels, or for loss of or damage to materials stored in containers labeled "empty". Informa Markets shall in no event be liable for collateral, exemplary, indirect costs or damages, or loss of sales resulting from or related to a claim for loss or damage of material. If you choose to deliver your materials to show site, and not use Informa Markets you must make arrangements to remove your crates and packing materials. These materials can no longer have empty stickers purchased at show site.

## TERMS AND CONDITIONS (continued)

### INBOUND SHIPMENTS

Consistent with trade show industry practices, there may be a lapse in time between the delivery of shipment(s) to the booth and the arrival of the CUSTOMER or their representative. During such time, the materials will be left unattended. Informa Markets is not, and cannot be, responsible for loss, damage, theft, or disappearances of CUSTOMER'S materials after same have been delivered to the CUSTOMER'S booth at the show site. All shipments should be made on a commercial bill of lading.

Informa Markets shall not be liable for shipments received without receipts, freight bills, or specified unit counts on receipts of freight bills, such as UPS, Fed Ex, Van Lines, etc. Such shipments will be delivered to booth without guarantee of piece count or condition. Further, the CUSTOMER agrees, in connection with the receipt, handling, temporary storage, and reloading of the freight, that Informa Markets and its affiliates will provide these services as CUSTOMER'S agent and not as bailee or shipper.

Bills of lading or delivery slips indicating number of pieces, description of merchandise and weight are required for all shipments. In the event no weight is indicated on delivery documents, Informa Markets will estimate the weight if no actual scale weight is provided prior to the close of the event. This estimated weight will be final and binding.

### OUTBOUND SHIPMENTS

Informa Markets will have bills of lading and labels available at the Service Desk. NO SHIPMENT WILL BE LOADED WITHOUT A BILL OF LADING. Once materials have been labeled, packed and ready to be shipped, completed bills of lading should be turned in to the Service Desk. Materials sold locally and awaiting customer pick up should be dealt with in the same manner as all other 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 CUSTOMER'S materials from the booth for loading onto a carrier. During such time, the materials will be left unattended. Informa Markets shall not be responsible for loss, damage or theft of materials loaded after the show. All materials will be checked at the booth at the time of loading using document(s) submitted to Informa Markets by the CUSTOMER. Notations of exceptions to conditions of materials, or piece counts will be on the form submitted by the CUSTOMER. Exhibitors selecting carriers other than the selected show carrier will need to make their own arrangements for pick up. Informa Markets will not release any shipment to any carrier until the CUSTOMER has provided a completed bill of lading to the service desk. In the event a carrier arrives at show site or warehouse with their own bill of lading, Informa Markets will not honor the paperwork unless and until the CUSTOMER has completed a standard bill of lading provided by Informa Markets or written instruction from the CUSTOMER indicating the pick up is acceptable. Informa Markets assumes no responsibility for loss, damage, theft or disappearance of CUSTOMER'S materials after the same have been delivered to CUSTOMER'S appointed carrier, or agent for transportation after the show. Informa Markets loads materials onto the carrier's truck under the supervision of the carrier's driver who checks and assumes custody of materials, Informa Markets assumes no liability for any materials after carrier assumes custody of materials. If CUSTOMER'S designated carrier fails to show by the move-out deadline after a show, Informa Markets shall have the authority to route CUSTOMER'S shipment via an alternate carrier, or return shipment to a local warehouse for disposition at CUSTOMER'S expense. Materials left behind without orders at the service desk may be classified as abandoned. Informa Markets shall not be responsible for same. Informa Markets is not responsible for any delay of rush shipments. While rush shipments will be expedited to the best of our ability, we will not assume any financial responsibility for shipments which do not arrive at their destination at a dated time.

Materials returned to warehouse where no disposition is made by the CUSTOMER or for pick up by a chosen carrier, the CUSTOMER agrees to be responsible for a return to warehouse surcharge of \$40.00 per hundred weight with a \$200.00 minimum charge when this service is necessary. Materials will be held in storage until payment and instruction for destination is provided.

### GENERAL INFORMATION

The material handling rates quoted include the labor and equipment for unloading and loading the freight. Labor and equipment is available for uncrating, unskidding, assembling, positioning, leveling, dismantling, recrating, and reskidding machinery and/or equipment of exhibitors. Rates for these services can be obtained from Informa Markets. All shipments must be consigned to Informa Markets to enable us to accept them for handling. Direct shipments should not be addressed to hotels, convention centers, or any named show site, as they have no facility for storing exhibit freight. Any shipments requiring special handling due to length, width, height, or weight will be handled on a time and material basis. Any single piece, due to its size, that will not fit through doorways or elevators will be taken as far as possible and then becomes the responsibility of the exhibitor. Arrangements to enlarge such openings, if requested, will be made by Informa Markets at the expense of the CUSTOMER.

Informa Markets shall have control over all freight docks, doors, elevators, and crate storage areas, as the material handling contractor.

Unless the bill of lading clearly identifies the weights of crated and uncrated material, Informa Markets will invoice the entire load as uncrated/ loose and will be unable to adjust charges later. Any cancellation of services must be placed in writing and provided to Informa Markets at least 48 hours prior to the set up.

Company Name: _____	Space #: _____
Phone: _____	Email: On- _____
On-Site Contact: _____	Site Cell: _____
Name (print or type): _____	Signature*: _____ Date: _____

\*By signing this form you acknowledge, understand and agree to the Convention Services by Informa Markets US Boat Shows Payment Policy and Terms & Conditions