



WHISTLER SHOW SERVICES
Shipping address:
#3-1208 Alpha Lake Rd. Whistler BC V0N 1B1

Mailing address:
3201 Arbutus Drive, Whistler, BC V0N 1B3
PH: 877-938-4891 FAX: 604-938-4892
info@whistlershowservices.com

CONDITIONS & LIMITS OF LIABILITIES

PLEASE READ CAREFULLY!

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

The terms and conditions set forth below are part of the contractual agreement between WHISTLER SHOW SERVICES Inc. (WSS) and you the EXHIBITOR. Exhibitor agrees to and accepts the terms and conditions of this contract when any of the following conditions are met:

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

1. DEFINITIONS. For purposes of this contract, WSS means WHISTLER SHOW SERVICES Inc. and their employees, agents, directors and assigns, affiliated companies, related entities including but not limited to any subcontractors WSS may appoint.

The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractor ("EAC"). Further, it is hereby understood and agreed that the "EXHIBITOR" is in fact the "Shipper" for all purposes and circumstances, notwithstanding anything contained in this contract to the contrary.

2. PACKAGING AND CRATES. WSS shall not be responsible for damage to loose uncrated materials, pad wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or materials improperly packed. In addition WSS shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or having 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 his representative. All previous labels must be removed or obliterated. WSS assumes no responsibility for:

- Error in the above procedures
- Removal of containers with old empty labels & without WSS labels
- Improper information on empty labels

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

4. INBOUND SHIPMENTS. 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. WSS 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 SHIPMENTS. 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 for loading onto a carrier and during such time the materials will be left unattended.

WSS 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 WSS 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 agreement form submitted to WSS and the actual count of such items in the booth at the time of pickup.

6. DELIVERY TO THE CARRIER FOR RELOADING. WSS 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 APPOINTED CARRIER, SHIPPER, OR AGENT FOR TRANSPORTATION AFTER THE EVENT, INCLUDING A WSS DESIGNATED CARRIER IN ACCORDANCE WITH SECTION 7 BELOW. WSS loads the materials onto the carrier under directions from the carrier or driver of that same carrier. Any reloading into the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. WSS ASSUMES NO RESPONSIBILITY FOR LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS THAT ARISE OUT OF IMPROPERLY LOADED MATERIALS.

7. DESIGNATED CARRIERS. In order to expedite removal of materials from the show site, WSS shall have the authority to change designated carriers if the carrier designated by the EXHIBITOR does not pick up the shipment(s) in 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 WSS BE RESPONSIBLE OR LIABLE FOR ANY LOSS RESULTING FROM SUCH REROUTING DESIGNATION. EXHIBITOR hereby understands and agrees that the carrier's terms and conditions apply to their shipment once the materials have been accepted by said carrier. It is the responsibility of the EXHIBITOR to familiarize himself with these terms and conditions WSS WILL NOT BE RESPONSIBLE OR LIABLE FOR FAILURE TO PROVIDE THESE CARRIER TERMS AND CONDITIONS TO THE EXHIBITOR.



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CONDITIONS & LIMITS OF LIABILITIES (con't)

8. WSS'S RESPONSIBILITIES. WSS shall be responsible only for those services which it directly provides. WSS assumes no responsibility for any persons, parties, or other contracting firms not under WSS'S direct supervision and control. WSS 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 WSS'S reasonable control nor for ordinary wear & tear in the handling of materials.

Empty container labels will be available at WSS service desk. Affixing labels is the sole responsibility of the exhibitor or its representative. All previous labels should be removed or obliterated. WSS assumes NO responsibility for the exhibitor's failure to follow the above procedures; removal of containers with old empty labels or without WSS labels; shipping of containers with improper information or empty labels; or the removal of materials stored in containers with empty labels.

Delivery of a shipment to WSS by an exhibitor or by any shipper to or on behalf of the exhibitor, shall be construed as acceptance by such exhibitor (and/or other shipper) of the terms and conditions set fourth herein.

WSS shall not be liable for damage to exhibitor's materials or equipment when forklift operator is under the supervision of the exhibitor or the exhibitor's representative.

WSS shall not be liable for piece count or condition of any shipments received without individual/carrier receipts.

9. INSURANCE. It is understood that WSS is not an insurer and does not provide on full liability should lost or damage occur. Any insurance shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide WSS with a release and waiver of subrogation to the extent of any insurance settlement received.

10. CLAIMS FOR LOSS. Claims for loss or damage must be submitted to WSS Inc. by the applicable show or event. No suit or action shall be brought against WSS Inc. more than one year the cause of action.

a. PAYMENT FOR SERVICES MAY NOT BE WITHHELD. In the event of any dispute between the EXHIBITOR and WSS 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 WSS for its services, as an offset against the amount of any alleged loss or damage. Any claims against WSS shall be considered a separate transaction, and shall be resolved on its own merits.

b. MAXIMUM RECOVERY. THE DECLARED VALUE DOES NOT APPLY TO THE SERVICES PROVIDED BY WSS if found liable for any loss. WSS'S sole and exclusive MAXIMUM liability for loss or damage to EXHIBITOR'S materials and EXHIBITOR'S sole and exclusive remedy is limited to repair or replacement with like kind and quality, subject to a dollar amount limited equal to the amount paid by EXHIBITOR to WSS for material handling services during the show or exposition under this contract.

11. INDEMNIFICATION. EXHIBITOR agrees to indemnify, forever hold harmless and defend WSS and their employees, directors, officers and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments and expenses (including but not limited to reasonable attorneys' fees and investigation costs) 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:

- EXHIBITOR'S negligent supervision of any labor secured through WSS 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 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, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of WSS'S equipment.
- EXHIBITOR'S violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.

12. MISCELLANEOUS. EXHIBITOR, as a material part of the consideration to WSS for material handling services, waives and releases all claims against WSS, its employees, agents, directors and officers with respect to all matters for which WSS 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 unenforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions herein.