

LIMITATIONS OF LIABILITY

This form must be signed and returned no later than 10 days prior to the first move-in day of the event, regardless of whether you will be using our services or not. Complying with this will help expedite move-in.

LIMITATIONS OF CONVENTION & SHOW SERVICES, INC. LIABILITY AND RESPONSIBILITY

Convention & Show Services, Inc. shall be referred to as CSS below.

- A. CSS shall not be responsible for damage to uncrated materials, materials improperly packed, or concealed damage.
- B. CSS shall not be responsible for loss, damage, theft, or disappearance of exhibitor's materials after same have been delivered to exhibitor's booth and left unattended.
- C. CSS shall not be responsible for loss, damage, theft, or disappearance of materials before they are picked up from exhibitor's booth for re-loading after show. Bills of lading covering outgoing shipments, which are furnished to CSS by exhibitors, will be checked at time of actual pickup from booth and corrections made where discrepancies occur.
- D. CSS shall not be responsible for any loss, damage, or delay due to fire, acts of God, strikes, lockouts, or work stoppages of any kind, or for any cause beyond its control.
- E. CSS' liability shall be limited to the physical loss or damage to the specific article which is lost or damaged and in any event CSS' maximum liability shall be limited to \$.30 per pound per article with a maximum liability of \$50.00 per item and \$1,000.00 per shipment, whichever is less.
- F. CSS shall not be liable to any extent whatsoever for any actual, potential, or assumed loss of profits or revenues, or for any collateral cost, which may result from any loss or damage to an exhibitor's material which may make it impossible or impractical to exhibit same.
- G. The consignment or delivery of a shipment to CSS by an exhibitor, or by any shipper to or on behalf of the exhibitor, shall be construed as an acceptance by such exhibitor (and/or other shipper) of the terms and conditions set forth in this bulletin.

ORDER FOR DRAYAGE SERVICES

We hereby authorize Convention & Show Services, Inc. to handle our shipment(s) in accordance with the information set forth above in the "Limits of Liability" section of this form and we further agree to the following:

- a. We accept the responsibility for the payment of CSS' charges in connection with the handling of our shipments as set forth above and we guarantee payment to CSS in the event that any third party who acts in our behalf shall fail to pay such charges within 30 days after the close of the show.
- b. We agree to the "Limitations of Convention & Show Services' Liability and Responsibility" set forth above.
- c. We agree that CSS' liability shall be limited to any loss or damage which results solely from CSS' negligence in the actual physical handling of the items comprising our shipment(s), and not for any other type of loss or damage.

- d. With particular reference to subparagraphs b and c of the above, we agree, in connection with the receipts, handling, storage, and re-loading of our materials at the convention site (as distinct from CSS' warehouse) that CSS will provide its services as our agent, and not as bailee or shipper. If any employee of CSS shall sign a delivery receipt, bill of lading, or other documents, we agree that CSS will do so as our agent and we accept the responsibility therefore.
- e. Relative to outgoing shipments after the show, we recognize that there will be a lapse of time between the completion of packing and the actual pickup of our materials from our booth for loading onto a carrier, and that during such time our shipment will be left unattended in our booth. We agree that CSS shall not be responsible for any loss or damage during such period, and we authorize CSS to adjust the quantities of items on any bill of lading left by us with CSS to conform to the actual count of such items in the booth at the time of pickup.
- f. We agree, in the event of a dispute with CSS relative to any loss or damage to any of our materials or equipment, that we will not withhold payment of any amount due to CSS for drayage or any other services provided by CSS as an offset against the amount of the alleged loss or damage. Instead, we agree to pay CSS within 30 days from the close of the event for all such charges, and we further agree that any claim we may have against CSS shall be pursued independently by us as a completely separate transaction to be resolved on its own merits.
- g. In order to expedite removal of materials, CSS shall have authority to change designated carriers if such do not pick up on time. Where no disposition is made, materials will be taken to CSS' warehouse awaiting exhibitor's shipping instructions, and exhibitor will be charged accordingly.
- h. CSS is not liable for exhibitor freight left on the show floor after the show closing deadline. It is exhibitor's responsibility to complete accurate paperwork for shipping and to ensure exhibitor's freight is properly labeled. If exhibitor freight remains on the floor after the end of dismantle, CSS has the right to remove the exhibitor's freight. CSS is authorized by the exhibitor to proceed in the manner chosen by the exhibitor on the Order of Material Handling Services/Straight Bill of Lading, if one has been completed, or otherwise to ship exhibitor freight at the discretion of CSS and at the exhibitor's expense. CSS shall incur no liability for such shipment. CSS retains the right to dispose of customer goods without liability if they are left on the show floor unattended without labels, or are not correctly labeled.

Please keep a copy for your records

Company Name:		
Address:		
City:	State:	ZIP:
Email Address:		Phone:
Authorized Signature:		
Print Name:		

THIS FORM IS REQUIRED TO BE SUBMITTED

THIRD PARTY BILLING

RETURN THIS FORM WHEN A THIRD PARTY (ANY PARTY OTHER THAN EXHIBITING COMPANY) WILL BE BILLED FOR SERVICES

THIS AGREEMENT is made on _____
(Date)

between EXHIBITING FIRM:

Name: _____

Address: _____

Phone: _____ Fax: _____
("Exhibiting Firm")

and DISPLAY HOUSE:

Name: _____

Address: _____

Phone: _____ Fax: _____
("Display House")

and CONVENTION & SHOW SERVICES, INC.
1250 John A. Papalas Drive
Lincoln Park, MI 48146
("CSS")

To handle the display for: _____
("Exhibiting Firm")

at **MJ Unpacked**

Now therefore, in consideration of the mutual covenants set forth herein, the parties agree as follows:

Exhibiting Firm has authorized and accepted Display House as its agent to handle Exhibiting Firm's display for the Show and to receive and pay CSS' invoices for services. This Agreement must be completed, signed, and returned to CSS no later than two (2) weeks prior to the first move-in day in order for third party billing to be accepted. All parties must sign this Agreement indicating acceptance or request for third party billing will be denied. This Agreement includes CSS' invoices for all services rendered in conjunction with Exhibiting Firm's participation in the Show, including but not limited to rental furniture, booth cleaning, drayage, labor, carpet, and signs whether ordered by Exhibiting Firm, Display House, or other third parties.

CSS shall issue the invoices to Display House. Payment shall be made by Display House within 14 days after each invoice is issued. In the event that for any reason Display House does not remit payment of CSS' invoices by the date required, such invoice(s) shall be submitted to Exhibiting Firm for immediate payment. Payments must be made in U.S. Funds. Invoices may be paid by cash, certified, company or traveler's check, VISA, MasterCard or American Express. Payment by Exhibiting Firm to Display House shall not discharge Exhibiting Firm's obligations under this Agreement

SIGNATURES ARE REQUIRED ON THE NEXT PAGE OF THIS DOCUMENT.

THIRD PARTY BILLING CONTINUED

In consideration of the services to be rendered by CSS pursuant to this Agreement, Exhibiting Firm absolutely, unconditionally, and irrevocably guarantees prompt payment when due as required by CSS' invoices for all services rendered in conjunction with Exhibiting Firm's participation in the Show (collectively the "Indebtedness"). Exhibiting Firm shall reimburse CSS for all costs, attorney fees incurred, and other expenses at any time expended or incurred by CSS in collecting or attempting to collect the Indebtedness or in enforcing this Guaranty. Unless and until the Indebtedness is paid in full, Exhibiting Firm waives any and all claims and rights of subrogation, contribution, indemnity, and exoneration against Display House or any other person liable for payment of all or any part of the Indebtedness. Exhibiting Firm waives notice of the acceptance of this Guaranty; presentment, protest, notice, demand, or action with respect to any default in payment of the Indebtedness and with respect to any default by Exhibiting Firm in its obligation under this Guaranty; and any right to require CSS to sue Display House or any other person obligated with respect to the Indebtedness. The validity and enforceability of this Guaranty shall not be impaired or affected by any act or omission by CSS with respect to the Indebtedness. Exhibiting Firm waives any and all defenses, claims, and discharges that Display House may have with respect to the Indebtedness, except the defense of payment in full by Display House to CSS.

This agreement shall be governed by and interpreted according to the laws of the State of Michigan. Any litigation commenced based upon this Agreement shall be commenced in the Circuit Court for the County of Oakland, State of Michigan, or in the appropriate lower District Court in said county, or in the U.S. District Court for the Eastern District of Michigan, and the parties hereby consent to such personal jurisdiction.

This Agreement contains the complete agreement of the parties as to the subject matter hereof, and supersedes all previous understanding, negotiations, and proposals with respect to such subject matter. This Agreement may not be altered, amended, or modified except in writing signed by a duly authorized representative of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

_____ Exhibiting Firm	_____ Display House
By: _____ Authorized Signature	By: _____ Authorized Signature
_____ Print Name and Title	_____ Print Name and Title

Convention and Show Services, Inc.

By: _____
Authorized Signature

Print Name and Title

PAYMENT POLICY

Company Name:

Address:

City:

State:

ZIP:

Print Name:

Authorized Signature:

E-Mail Address:

Phone:

Convention & Show Services, Inc. requires pre-payments from all exhibitors. You will receive a deposit schedule prior to the installation. If you have not received a deposit schedule within 2 weeks of your scheduled installation date, please contact CSS to obtain a deposit schedule. Orders for labor and services will not be honored if the required deposit payments are not made timely and in whole unless prior arrangements have been requested and approved by CSS. This may result in a delay of your move-in. We require your complete credit card information even if you are paying by check or bank transfer.

Exhibitors requesting third parties to pay their invoice must complete and submit the Authorization for Third Party Billing form enclosed in this section. Payment for all labor and services ordered by the exhibitor, its display house, or other third parties are the responsibility of the exhibitor.

Final invoices will be completed approximately three weeks after the move-out of this event. Payment is due fourteen (14) days after receipt of invoice. Monthly finance charges of 1.5% will be applied to all accounts that are delinquent thirty (30) days or more.

METHOD OF PAYMENT: Please indicate your preferred method of payment:

☐ **COMPANY CHECK**

Please make checks payable to Convention & Show Services, Inc. and reference your company name, exhibit and/or meeting room/press conference. Checks must be made payable in U.S. Funds and received 2 weeks in advance of scheduled installation day.

☐ **BANK TRANSFER**

Please reference your company name, exhibit and/or meeting room/press conference. Any wire processing or transaction fees incurred will be the responsibility of the exhibitor.

Bank transfer to: Comerica Bank, Detroit, MI 48226 | ABA#: 072000096
Account # / Name: 1840263857 | Convention & Show Services, Inc.

For International Wire Transfer: Swift Code: MNBDUS33
Account # / Name: 1840263857 | Convention & Show Services, Inc.

☐ **CREDIT CARD**

For your convenience we accept Visa, MasterCard and American Express. **Charges in excess of \$30,000.00 must be approved by CSS in advance.** By completing the information below you are authorizing Convention & Show Services, Inc. to charge the amount of your advance orders, deposit amount, and any additional charges that may be incurred on show-site by you or a representative acting on your behalf. Convention & Show Services, Inc. requires this form to be completed and returned to our office prior to installation. Any balance that remains unpaid after 14 days will be applied to the credit card account below where applicable.

Your signature below indicates acceptance of all terms and conditions outlined in the Service Manual.

Account Number:

Expiration Date:

CVV:

Cardholder Name (Print):

Signature:

Cardholder Billing Address:

City/State/Zip:

THIS FORM MUST BE RETURNED TO CONVENTION & SHOW SERVICES FOR YOUR ORDERS TO BE PROCESSED

Visit us at www.convshow.com for fast and easy online order processing.