

# TERMS AND CONDITIONS **A-6**

**SGIA '06 - Las Vegas**

Las Vegas Convention Center

Las Vegas, NV

September 26-29, 2006

Event Code: 01721006

Shepard Exposition Services

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**Payment in full (including applicable tax) must accompany your advance order. Orders must be received three weeks prior to show opening to be guaranteed. Floor orders are limited to availability. Phone orders are not accepted. Onsite exchanges and cancellations will be assessed a 100% pick-up fee.**

## **TERMS AND CONDITIONS**

### **DEFINITIONS AND SHEPARD RESPONSIBILITIES**

The name "Shepard" shall be construed within the meaning of this contract as Shepard Exposition Services, Inc. and its employees, officers, agents, and assigns including any subcontractors Shepard may appoint. The term "exhibitor" refers to any party who contracts for services with Shepard. Shepard shall be responsible only for those services which it directly provides, and hereby agrees to execute its contracted duties in good faith. Shepard assumes no responsibility for any person, parties, or other contracting firms not under Shepard's direct supervision and control. Shepard 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 the Shepard's reasonable control; or for ordinary wear and tear in the handling of materials. Due to the security and liability requirements, Shepard personnel will unload all vendor materials from the loading docks to the booths.

### **INDEMNIFICATION**

The exhibitor agrees to indemnify, forever hold harmless and defend Shepard and its employees, officers and agents from and against any and all claims, causes of action, fines, penalties, damages, liabilities, judgments, 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: (1) exhibitor's negligent supervision of any labor secured through Shepard or the negligent supervision of such labor by any of the exhibitor's employees, agents, representative, invitees, and/or exhibitor appointed contractor (EAC); (2) exhibitor's negligence, willful misconduct, or deliberate act, or such actions of exhibitor's employees, agents, invitees, representatives, or EACs at the show to which this contract relates, including but not limited to the misuse, improper use, unauthorized alteration or negligent handling of Shepard equipment; or (3) exhibitor's violation of Federal, State or Local ordinance; or violation of show regulations and/or rules as published by the Facility and/or Show Management.

### **INSURANCE**

It is understood that Shepard is not an insurer. Insurance on exhibit materials, if any, shall be obtained by the exhibitor in amounts and for perils determined by the exhibitor. Exhibitor agrees to provide Shepard with a release of subrogation to the extent that any insurance settlement is received.

### **CLAIM(S) FOR LOSS AND PAYMENT FOR SERVICES**

Exhibitor agrees that any and all claims for loss or damage shall be submitted to Shepard 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 exhibitor must vacate the show site. All Claims reported after the 30-day period will be rejected. In no event shall a suit or action be brought against Shepard more than one year after the date that loss or damage occurred. Payment for services may not be withheld. In the event of any dispute between Shepard and the exhibitor relative to any loss or damage claim, the exhibitor shall not be entitled to, and shall not withhold payment for Shepard services as an offset against the amount of the alleged loss or damage. Any claim against Shepard shall be considered a separate transaction and shall be resolved on its own merit.

### **SHEPARD'S LIMITS OF LIABILITY**

If found liable for any loss or damage, Shepard's sole and maximum liability for loss or damage to exhibitor's materials will be limited to the repair or replacement with like kind and quantity, subject to a dollar amount not to exceed \$5.00 (five dollars) per pound based on the weight of the articles for which Shepard specifically acknowledges receipt in writing. Shepard 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 of or damage to material.