

## 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.



PRESENTED BY  MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

 MICHIGAN OFFICE OF FUTURE MOBILITY & ELECTRIFICATION

- 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**

**Visit us at [www.convshow.com](http://www.convshow.com) for fast and easy online order processing.**