

## LIMITS OF LIABILITY & RESPONSIBILITY

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## MATERIAL HANDLING SERVICES & LIMITS OF LIABILITY AND RESPONSIBILITY

NMMA, as the Material Handling Contractor, shall have control over all freight docks, door, elevators and crate storage areas.

Freight will not be received at the show site prior to **January 18**. Shipments arriving before 8 am and after 4 pm Monday through Friday will be charged at the overtime rate of **\$22.00 cwt** (hundred pounds).

NMMA and its subcontractors shall not be responsible for damage to uncrated and/or un-skidded materials, improperly packed, glass breakage or concealed damage.

NMMA and its subcontractors, are not, and cannot be responsible for loss or disappearance of Exhibitor's materials after same have been delivered to Exhibitor's booth.

**Inbound Shipments** – There may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of the representative at the booth and during such time the shipment(s) will be left unattended in the booth. Neither NMMA nor its subcontractors shall be responsible for any loss or damage which may occur during such period.

NMMA and its subcontractors cannot be responsible for disappearance of Exhibitor's materials before the materials are picked up from the Exhibitor's booth for loading out after the show. All bills-of-lading covering outgoing shipments, which are given to NMMA by Exhibitors, will be checked at the time of pick-up from the booths and corrections made where discrepancies exist.

**Outgoing Shipments**—It is possible that there will be a lapse of time between the completion of packing and the actual pick-up of materials from the booths for loading onto a carrier, and during such time the shipment(s) will be left unattended in the booth. NMMA or its subcontractors will adjust the quantities of items on any bill-of-lading submitted to conform to the actual count of such items in the booth at time of pick-up.

NMMA and its subcontractors shall not be responsible for ordinary wear and tear in handling of equipment, nor for loss, delay or damage due to fire, theft, windstorm, water, vandalism, acts of God, mysterious disappearance, strikes, lockouts or work stoppage of any kind, or other causes beyond its control.

It is understood that NMMA and its subcontractors, are not insurers, that insurance, if any, shall be obtained by the Exhibitor and that any amounts payable to NMMA hereunder are based on the value of the materials handling services and the scope of the liability as herein set forth and are unrelated to the value of the Exhibitor's property being handled. Since it is impractical and extremely difficult to fix the value of each shipment handled by NMMA or its subcontractors, it is understood that NMMA and its subcontractors, do not provide for full liability should loss of damage occur. It is agreed that if NMMA or its subcontractors should be found liable for losses of damage due to a failure to properly handle Exhibitor's equipment, the liability shall be limited to the specific article which was physically lost or damaged and such liability shall be limited to a sum equal to \$.30 per pound, per article with a maximum liability of \$50.0 per incident, or \$1,000.00 per shipment, whichever is less, as agreed upon damages and not as a penalty, as the exclusive remedy. The liability of NMMA and its subcontractors shall be limited to that derived from any loss or damage which results solely from the gross negligence of NMMA or its subcontractors in the actual physical handling of the items comprising Exhibitor's shipment(s) and not for any other type of loss or damage. Any claim for loss or damage must be submitted to NMMA prior to the close of the show.

NMMA and its subcontractors, 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 materials which may make it impossible or impractical to exhibit same.

The Exhibitor agrees, in connection with the receipts, handling, temporary storage and reloading of our materials that NMMA and its subcontractors, will provide their services as our agent, and not as bailee or shipper. If any employee of NMMA or its subcontractors shall sign a delivery receipt, bill-of-lading or other document we agree that NMMA or its subcontractors, will do so as the Exhibitor's agent and the Exhibitor accepts therefore the responsibility.

In order to expedite removal of materials from the show site, NMMA shall have the authority to change designated carriers, if such carriers do not pick up on time. Where no disposition is made by the Exhibitor, materials will be taken to a warehouse to await Exhibitor's shipping instructions and the Exhibitor agrees to be responsible to pay for charges relating to such handling at the warehouse. No liability will be assumed as a result of such re-routing or handling. Once exhibits or materials are placed in the booth, NMMA will not be responsible for condition, count, or content until such time as exhibits or materials are picked up for removal after the close of the Show.

**PROPERTY INSURANCE:** BE SURE YOUR MATERIALS ARE INSURED from the time they leave your firm until they are returned after the show. We suggest that Exhibitors arrange "all risk" coverage. This can be done by "riders" to existing policies. Contact your insurance representative. **BE SURE YOUR LIABILITY INSURANCE IS IN EFFECT AT THE SHOW SITE.** Be sure to review other insurance requirements per the contract for space.