



# SHEPARD TERMS & CONDITIONS

## Tow Expo Dallas

### PAYMENT POLICY

**Show Site Orders:** Services ordered at show site will require full payment at the time the order is placed. Purchase orders may not be used in lieu of payment. Regular prices will apply to all show site orders. Floor orders are limited to availability.

**Third Party Orders:** If you contract your work to a display or exhibit house and require services from Shepard, the payment policy stated above applies. Please pass this information on to them. A Third Party Payment form must be completed and submitted three weeks prior to show opening.

**Invoices:** Prior to close of show, an invoice will be prepared and delivered to your booth for your review. Credits will be issued at show site only. If you have any questions or want to pay your invoice by check or cash, please see our customer service representatives at the service desk on site.

**Charges:** All charges, regardless of amount, must be paid in full by cash, check, or credit card. If credit card method is used, please ensure that the card limits are high enough to cover your expected charges.

**Past Due Accounts:** The buyer understands that there will be a 1 1/2% monthly (18% per year) finance charge on past due accounts and agrees to pay all costs incurred by Shepard Exposition Services while endeavoring to collect this account.

**Outbound Services:** All outbound services will be processed on your credit card. A copy of the receipt and invoice will be mailed within 10 days of the close of the show.

**International Customers:** International customers must pay for all services in U.S. funds. A \$50 service charge will be added for processing checks or wire transfers drawn on foreign banks.

**U.S. Wire Transfers:** A \$25 service charge will be added for processing U.S. wire transfers. Please complete the wire transfer portion of the Payment Authorization form. The credit card portion of the form must still be completed before your order will be processed.

**Tax Exempt Status:** If you are tax exempt in the state where the show is held, a copy of the certificate must accompany your order.

**Rental Responsibility:** All materials are on a rental basis and shall remain the property of Shepard. The customer shall be held financially responsible for any damage to Shepard equipment used by the customer.

**Price Quotes:** Prices quoted are for the duration of the show and include installation, rental, and removal except where indicated.

**Default Colors:** If skirting and carpet colors are not selected, show colors will prevail.

**Exchanges and Cancellations:** Onsite exchanges and cancellations in orders will be assessed a 100% pick-up fee.

### 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 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.

### 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 the 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 the 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.

### INBOUND AND OUTBOUND 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 the exhibitor or his representative. During such time, the materials will be left unattended. Shepard is not, and cannot be, responsible for loss, damage, theft, or disappearances of exhibitor's materials after same have been delivered to the exhibitor's booth. Similarly, there may be a lapse of time between the completion of packing and the actual pick up of exhibitor's materials from the booth for loading onto a carrier. During such time, the materials will be left unattended. Shepard shall not be responsible for loss, damage, theft, or disappearance of exhibitor's materials before same have been picked up for loading after the show. All materials will be checked at the booth at the time of loading using document(s) submitted by the exhibitor and notations of exceptions to conditions of materials or piece counts will be made on said document. Shepard assumes no responsibility for loss, damage, theft, or disappearance of exhibitor's materials after same have been delivered to exhibitor's appointed carrier or agent for transportation after the show. Shepard loads materials onto the carrier's truck under the supervision of the carrier driver who checks and signs for the materials. Shepard assumes no liability for any materials after the carrier assumes custody of materials. If exhibitor's designated carrier fails to show by the move out deadline after a show, Shepard shall have the authority to route exhibitor's shipment via an alternate carrier, or return shipment to a local warehouse for disposition at exhibitor's expense.

### PACKAGING, CRATES, AND EMPTY CONTAINERS

Shepard shall not be responsible for surface damage to loose or uncrated materials, pad-wrapped, or shrink-wrapped materials. Shepard shall not be responsible for concealed damage, damage to carpets in bags or poly, or damage to materials improperly packed. Shepard shall not be responsible for crates and packaging unsuitable for handling, partially assembled, or having prior damage. Affixing "Empty" storage labels to containers is the sole responsibility of the exhibitor or his representative. All previous labels should be removed. Shepard assumes no responsibility for removal or misdelivery of containers with old labels or incorrect information on labels or for loss or damage to materials stored in containers labeled "empty."