

SUNRISE DECORATING COMPANY, INC. - LIMITS OF LIABILITY

PLEASE NOTE THE FOLLOWING:

1. The consignment of delivery of a shipment to Sunrise Decorating Company, Inc. by a Exhibitor or by any shipper on behalf of the Exhibitor, shall be construed as an acceptance by such Exhibitor (and/or shipper, with Sunrise Decorating Company, Inc. acting as the exhibitor or shippers agent) to the terms and conditions set forth in sections 2 thru 16. Claims for loss or damage cannot be processed until all invoices for services performed by Sunrise Decorating Company, Inc. have been paid in full.
2. Sunrise Decorating Company, Inc. and its subcontractors (herein referred to as S.D.C.) shall not be responsible for damage to materials improperly packed, uncrated materials, glass breakage or concealed damage.
3. S.D.C. shall have control of all traffic into and out of the show site to prevent tie-ups in loading areas, to keep aisles clear, and to provide an orderly and efficient operation for the show as a whole.
4. S.D.C. shall not be responsible for loss, theft or disappearance of Exhibitor's materials after same have been delivered to Exhibitor's booth. At the time the goods are delivered to the confines of the booth, the goods become the sole custody and control of the Exhibitor.  
A. RELATIVE TO INBOUND SHIPMENTS: THERE MAY BE A LAPSE OF TIME BETWEEN THE DELIVERY OF SHIPMENT(S) TO THE BOOTH BY S.D.C. AND THE ARRIVAL OF THE EXHIBITOR'S REPRESENTATIVE AT THE BOOTH. DURING SUCH TIME, THE SHIPMENT(S) WILL BE LEFT UNATTENDED. S.D.C. SHALL NOT BE RESPONSIBLE FOR ANY LOSS, THEFT OR DAMAGE WHICH MAY OCCUR DURING SUCH PERIOD.
5. In connection with the receipt, handling, temporary storage and reloading of Exhibitor materials, S.D.C. will provide services as the agent of the Exhibitor, and not as bailee or shipper. If any employee of S.D.C. shall sign a delivery receipt, bill of lading or other document, they will do so as the Exhibitor's agent and the Exhibitor accepts the responsibility thereof.
6. S.D.C. is not an insurer. Insurance if any, shall be obtained by the Exhibitor. It is suggested that Exhibitors arrange all risk coverage. This can be done by adding "riders" to existing policies. **BE SURE YOUR MATERIALS ARE INSURED** from the time they leave your firm until they are returned after the show. Be sure your liability insurance is in effect at the show site. Contact your insurance representative for further information.
7. In order to expedite removal of materials from the show site, S.D.C. shall have the authority to change designated carriers, in the event that such carriers do not pick-up on time or refuse shipment. Where no disposition is made by the Exhibitor, materials will be taken to S.D.C. warehouse to await Exhibitors shipping instructions. The Exhibitor is responsible for charges relating to such handling. No liability will be assumed by S.D.C. as a result of such rerouting or handling.
8. All questions relating to classification of Exhibitor's materials, rates charged or weights used to determine material handling charges shall be submitted to S.D.C. office indicated on the invoice within thirty (30) days of the date of the invoice. Complaints received after such period shall not be considered and payment of invoice shall be made in full.
9. Claims for loss or damage must be submitted to S.D.C. by the close of the show. No suit or actions shall be brought against S.D.C. more than one year after the actual date of the action.
10. S.D.C. shall not be liable to any extent whatsoever for loss or damage to Exhibitor's materials while same are consigned to "empty" storage. This shall apply to any and all materials removed from the show floor and stored during the show.
11. S.D.C. shall not be responsible for loss, theft or disappearance of Exhibitors materials before they are picked up from Exhibitor's booth for loading out after the show. All bills of lading covering outgoing shipments, which are given by hand to S.D.C. by Exhibitors, will be checked at the time of pick-up from the booth and corrections made where discrepancies exist.  
A. RELATIVE TO OUTGOING SHIPMENTS: THERE WILL BE A LAPSE OF TIME BETWEEN THE COMPLETION OF PACKING AND THE ACTUAL PICK-UP OF MATERIALS FOR LOADING ONTO A CARRIER. AT THE TIME THE CARRIER SIGNS FOR THE GOODS, THE CUSTODY AND CONTROL OF THE GOODS ARE THEN RELINQUISHED FROM THE EXHIBITOR TO THE CARRIER. DURING SUCH TIME THE SHIPMENT(S) WILL BE LEFT UNATTENDED. S.D.C. SHALL NOT BE RESPONSIBLE FOR ANY LOSS, THEFT OR DAMAGE WHICH MAY OCCUR DURING SUCH PERIOD. S.D.C. WILL ADJUST THE QUANTITIES AND WEIGHTS ON ANY BILL OF LADING TO CONFORM TO THE ACTUAL COUNT AND WEIGHT OF ITEMS IN THE BOOTH AT TIME OF PICK-UP.
12. S.D.C. liability shall be limited to any loss or damage which results solely from S.D.C. NEGLIGENCE in the actual physical handling of the items comprising a shipment and not for any other type of loss or damage.
13. The amounts payable to S.D.C. hereunder are based on the value of the material handling services and the scope of liability herein set forth. These amounts are unrelated to the value of the Exhibitors property being handled. Because it is impractical and extremely difficult to fix the value of each shipment handled by S.D.C., S.D.C. DOES NOT PROVIDE FULL LIABILITY should loss or damage occur. Should S.D.C. be found liable for loss or damage, the liability shall be limited to the specific article which was physically lost or damaged. Such liability shall be limited to \$.10 per pound per article with a maximum liability of \$50.00 per item, or \$1,000.00 per shipment, whichever is less, as the exclusive remedy and agreed upon damages and not as a penalty. The provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to property from the performance or non-performance of obligations imposed by the offering of material handling services to Exhibitors.
14. S.D.C. 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 any Exhibitors materials which may make it impossible or impractical to exhibit same.
15. S.D.C. shall not be responsible for ordinary wear and tear in handling of materials nor for loss due to fire, windstorm, water, vandalism, acts of God, mysterious disappearance or other occurrences beyond its control.
16. S.D.C. shall not be responsible for loss, damage or delay due to strikes, lockouts or work stoppages of any kind.