3752 Crittenden Drive
Louisville, KY 40209
Phone: 502.367.0254
Fax: 502.368.0284
email: louisville@fernexpo.com

Odors & Air Pollutants Conference

Monday, April 16, 2012 - Tuesday, April 17, 2012
KY International Convention Center - Cascade Ballroom, Louisville, Kentucky
04-01958-12

YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE

The terms and conditions set forth below become part of the agreement between FERN and you, the EXHIBITOR (the "Agreement"). Acceptance of said terms and conditions will be construed when any order for service or rental equipment is placed by EXHIBITOR with FERN or when EXHIBITOR'S materials are delivered to FERN'S warehouse or to a show site for which FERN is the official contractor

1. DEFINITIONS. For purpose of this contract, "FERN" means Fern Exposition and Event Services, and their respective employees, directors, officers, agents, assigns, affiliated companies and related entities including, but not limited to, any subcontractors FERN may appoint, The term "EXHIBITOR" means the EXHIBITOR, it's employees, agents, representatives, and any Exhibitor Appointed Contractor ("EAC").

2. FERN'S RESPONSIBILITIES. FERN shall be responsible only for those services which it directly provides. FERN assumes no responsibility for any persons, parties or other contracting firms not under FERN'S direct supervision and control. FERN'S performance hereunder is subject to, and FERN shall not be responsible for loss, delay or damage due to strike, lockouts, work stoppages, natural elements, vandalism, Acts of God, civil disturbances, disruptions in the financial or capital markets, power failures, explosions, acts of terrorism or war, or for any other cause beyond FERN'S reasonable control, nor for ordinary wear and tear in the handling of materials. FERN will provide material handling services as the EXHIBITOR'S agent, not as bailee or shipper, and shall have no responsibility or obligation thereunder and EXHIBITOR accepts responsibility thereof.

3. PACKAGING AND CRATES. FERN shall not be responsible for damage to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly or improperly packed materials. In addition, FERN shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition or have prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means.

4. STORAGE. FERN assumes no liability for loss or damage to crates or containers or the contents therein while containers are in storage.

- **Empty Storage.** Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of the EXHIBITOR or its representatives. All previous labels should be removed or obliterated. FERN assumes no responsibility for EXHIBITOR's failure to follow the above procedures; removal of containers with old empty labels or without FERN labels; shipping of containers with improper information or empty labels; or the removal or disposition of materials stored in containers with empty labels. It is understood that the labels are used for storage of EMPTY containers only and FERN shall not be liable for loss or damage to any contents while containers are in storage, or for any mislabeled containers.
- **Accessible Storage.** FERN shall have no liability for loss or damage to EXHIBITOR'S materials while in accessible storage. It is understood that storage charges are for the use of the space and are not a form of insurance or a guarantee of security.
- **Cold Storage.** Goods requiring cold storage are stored at EXHIBITOR'S own risk. FERN shall not be liable or responsible for items in cold storage.

5. INBOUND SHIPMENTS. Consistent with trade show industry practices, there may be a lapse of time between delivery of shipments to the booth and the arrival of EXHIBITOR or its representatives, and during such time the material will be left unattended. FERN will not be responsible or liable for any loss, damage, theft, or disappearance of EXHIBITOR'S materials after same have been delivered to EXHIBITOR'S booth at the show site. FERN shall not be liable for shipments received without individual freight bills, such as UPS, FedEx or other carriers who deliver in bulk and do not wait for shipment count and condition to be verified for individual shipments. Such shipments will be subject to verification and correction of count and condition and FERN'S receiving paperwork indicating any exceptions as delivered shall take precedence over shipper's signature of receipt.

6. OUTBOUND SHIPMENTS. Consistent with trade show industry practices, there may be a lapse of time between the completion of packing and the actual pick-up of materials from the booth for loading onto a carrier, and during such time the material will be left unattended. FERN will not be responsible or liable for loading onto a carrier, and during such time the materials before same have been picked up for reloading at the conclusion of the event. FERN recommends that the EXHIBITOR engage security services from the facility or show management. All Material Handling Forms submitted to FERN by EXHIBITOR will be checked at the time of pick-up from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to FERN and the actual count of such items at the booth at the time of pick-up. FERN retains the right to dispose of materials left on the show floor without liability if left unattended, left without labels or not correctly labeled.

7. DELIVERY TO THE CARRIER FOR RELOADING. FERN assumes no responsibility for loss, damage, theft or disappearance of EXHIBITOR'S materials after same have been delivered to EXHIBITOR'S appointed carrier, shipper or agent for transportation after the conclusion of the show. FERN loads materials onto the carrier under directions from the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. FERN assumes no responsibility or liability for loss, damage, theft or disappearance of EXHIBITOR'S materials that is caused by, arises out of or related to improperly loaded materials.

GEORGE fern
EXPOSITION & EVENT SERVICES

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8. DESIGNATED CARRIERS. In order to expedite removal of materials from show site as required by show management and/or the facility, FERN shall have the authority to change the EXHIBITOR designated carrier if that carrier does not pick-up the shipment at the appointed time. Where no disposition is made by EXHIBITOR, materials may be taken to a warehouse to await EXHIBITOR'S shipping instructions and EXHIBITOR agrees to be responsible for charges relating to such rerouting and handling. In no event shall FERN be responsible for any loss resulting from such rerouting designation.

9. INSURANCE. It is understood that FERN is not an insurer. Insurance on exhibit materials, if any, shall be obtained by the EXHBITOR, at its sole costs and expense from a third-party insurance provider. EXHIBITOR agrees to provide FERN with a release of subrogation to the extent of any insurance settlement received.

10. CLAIMS FOR LOSS. EXHIBITOR agrees that in order to have a valid claim, notice of loss or damage to materials must be given to FERN or its agent within 24 hours of occurrence of the incident or prior to show close/removal, whichever is later. All claims, must be submitted in writing within 60 days of the Close of the show and include facts sufficient to identify the materials, asserting liability for alleged loss or damage and documentation of a specified or determinable amount of money. All claims reported after 60 days will be rejected. In no event shall suit or action be brought against FERN more than one (1) year after the date of loss or damage occurred. Damage reports, incident reports, inspection reports, notations of shortages or damage on freight bills or other documents do not constitute filing of a claim.

(a) PAYMENT FOR SERVICES MAY NOT BE WITHHELD. In the event of any dispute between EXHBITOR and FERN relative to any loss, damage or claim, EXHIBITOR shall not be entitled to and shall not withhold payment or any partial payment due FERN for its services as an offset against the amount of any alleged loss or damage. Any claims against FERN shall be considered separate transactions and shall be resolved on their own merits.

(b) MAXIMUM RECOVERY. If found liable for any loss, FERN'S sole and exclusive MAXIMUM liability for loss or damage to EXHIBITOR'S materials and EXHIBITOR'S sole and exclusive remedy is limited to $.10 (USD) per pound per article with a maximum liability of $50.00 (USD) per item, or $1,000 (USD) per shipment, whichever is less.

(c) BREACH OF CONTRACT AND/OR NEGLIGENCE ONLY. FERN'S liability shall be limited to any loss or damage which results solely from FERN'S gross negligence in the actual physical handling of the items compromising the EXHIBITOR'S shipment(s) OR which results from BREACH OF THIS CONTRACT and not for any other type of loss or damage. In no event shall FERN be liable to the EXHIBITOR or to any other party for special, collateral, exemplary, indirect, incidental, consequential or punitive damages. Whether such damages occur either prior or subsequent to, or are alleged as a result of, tortuous conduct, failure of the equipment or services of FERN or breach of any of the provisions of this Agreement, regardless of the form of action, whether in contract or in tort, including strict liability and negligence, even if FERN has been advised or has notice of the possibility of such damages, or for any damages caused by EXHIBITOR'S failure to perform EXHIBITOR'S responsibilities. Such excluded damages include but are not limited to loss of profits, loss of use, interruption of business or other consequential or indirect economic issues.

11. DECLARED VALUE. Declarations of declared value are between the EXHIBITOR and the selected carrier ONLY and are in no way an extension of FERN'S maximum liability stated herein. FERN will use commercially reasonable efforts to transmit the declared value instructions to the selected carrier, however, FERN will not be liable for any claim arising from the transmittal of, or failure to transmit, declared value instructions tot he carriers, nor for the failure of the carrier to uphold the declared value or any other term of carriage.

12. JURISDICTION. This contract shall be construed under the laws of the State of Ohio without reference to the conflicts of laws principles thereof. FERN and EXHIBITOR hereby consent to the executive jurisdiction and venue of the federal or state courts having jurisdiction over Hamilton County, Ohio for all actions or suits related to the interpretation or enforcement of the Agreement.

13. INDEMNIFICATION. EXHIBITOR agrees to indemnify, defend and forever hold harmless FERN and it's employees, directors, officers and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments and expenses including but not limited to reasonable attorney's fees and investigation costs on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed by any of the following:

- EXHIBITOR'S negligent supervision of any labor secured through FERN or the negligent supervision of such labor by any of the EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any EAC.
- EXHIBITOR'S negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of the EXHIBITOR's employees, agents, representatives, customers, invitees and/or any EAC at the show or exposition to which this contract relates, including but not limited to the misuse, improper use, unauthorized alteration or negligent handling of FERN'S equipment.
- EXHIBITOR'S violation of federal, state, county or local ordinances.
- EXHIBITOR'S violation of show regulation and/or rules as published and set forth by the facility and/or show management.

14. WAIVER AND RELEASE. EXHIBITOR, as a material part of the consideration to FERN for material handling services, waives and releases all claims against FERN with respect to all matters for which FERN disclaimed liability pursuant to the provisions of this Agreement.

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PAYMENT TERMS - Our terms require 100% payment with order for rentals, services, tax and anticipated freight. The Payment Authorization form with your credit card information for payment of advance and show site orders must be forwarded to Fern in order for us to provide any equipment or services. Full payment of rental charges must accompany your order forms and be received by our office before the deadline date to qualify for the discounted rates. PLEASE NOTE THAT PO'S ARE NOT ACCEPTED AS A FORM OF PAYMENT. All orders received after deadline (indicated on each form) or on show site will be charged at standard rates. A $20.00 surcharge will be added to your account if any credit charges for services are denied or if any checks are returned.

TERMS: due upon receipt. Unpaid accounts after the day of the show will accrue a service charge of .0575% per day, annual interest rate of 21%. You will be responsible for all fees connected with the collection of your accounts. Credit card information is required for all freight (if applicable), additional services or rental ordered on site which will be invoiced to your credit card. Advance charges may be paid by company check but credit card information is still required. Copies of invoices may be picked up from the Service Desk prior to show closing. No credit will be given after close of event on items or services ordered but not received.

THIRD PARTY BILLING - The exhibiting firm is primarily responsible for the payment of charges. In the event the exhibiting firm has arranged for an exhibit house or other party to handle the exhibitor display and be billed for all services, the exhibiting company will agree to the third party billing if the exhibit house supplies the appropriate credit card information on the Third Party Payment Authorization form. Advance payment in full must accompany the order including estimated labor and drayage charges. By signing the Third Party Payment Authorization form, the exhibitor agrees that they are primarily responsible for payment of charges. In the event the named third party fails to pay all charges, such charges will be paid by the exhibiting firm on demand including any and all fees connected with the collection of this account.