



**Charleston  
Civic Center**

200 Civic Center Drive  
Charleston, West Virginia 25301  
Phone: 304.345.1500  
FAX 304.345.3492

**LIMITS OF LIABILITY**

SHOW: \_\_\_\_\_

DATES: \_\_\_\_\_

**CHARLESTON CIVIC CENTER** is responsible for receiving, unloading, warehousing, delivering shipments to booths, storing of empty crates, and processing exhibitors shipments.

**SHIPMENTS—ALL SHIPMENTS MUST BE PREPAID.** All Shipments should be on straight bills-of-lading. Include correct weights, number of pieces, classification of shipments, and detailed information and instructions for handling. Should exhibitor fail to provide accurate weights, Charleston Civic Center will determine weight and charge accordingly. All charges are on in-bound weight.

When shipments are made, please send a **COPY OF THE BILL-OF-LADING TO CHARLESTON CIVIC CENTER, 200 CIVIC CENTER DRIVE, CHARLESTON, WV 25301, ATTENTION—FREIGHT DEPARTMENT.**

**WHERE TO SHIP:** Exhibitor's Name \_\_\_\_\_ Booth No. \_\_\_\_\_  
For: (Name of Show)  
**Charleston Civic Center**  
**200 Civic Center Drive**  
**Charleston, WV 25301**

**RATE SCHEDULE:** The rate for drayage service is \$40.00 per CWT or fraction thereof with a 100 lb. minimum per shipment. This rate applies to freight or parcels received through commercial carrier, UPS, U.S. Postal Service, Air Express, etc..

This rate includes the following services:

1. Receipt of shipment and up to 7 days storage in advance of move-in day.
2. Delivery to exhibit space
3. Removal and storage of empty crates
4. Return of empty crates at close of exhibit
5. Delivery of crates from booth to outgoing carriers at Charleston Civic Center
6. **UPS & FEDERAL EXPRESS—OUTGOING-EXHIBITORS MUST MAKE LOCAL ARRANGEMENTS**
7. \$3.00 Charge for all pallets and crates left on site.

**OUTBOUND SHIPMENTS**—At the conclusion of the exposition, all outgoing bills-of-lading should be delivered to the service desk. **DO NOT ABANDON EXHIBIT UNTIL THE CHARLESTON CIVIC CENTER HAS YOUR BILL-OF-LADING.** Be sure your material has been carefully crated and each item properly tagged or marked. Bills-of-lading will be rechecked at the actual time of loading and corrections will be made if discrepancies exist. In order to expedite removal of materials, Charleston Civic Center shall have authority without further clearance from exhibitor to change designated carrier. After the shipment has been tendered to the carrier, Charleston Civic Center cannot accept responsibility for delivery time.

**NO LIABILITY**— Neither Charleston Civic Center nor Show Management shall be responsible for damage to uncrated and/or unskidded materials, materials improperly packed or concealed damage. After exhibit materials are placed in booth, Charleston Civic Center will not be responsible for condition, content, count, nor be responsible for disappearance of material at the conclusion of the exposition before it is picked up for reloading. Therefore, please make certain all your exhibit material is properly insured against fire, theft, and all hazards while in transit, to and from your booth, and for the

**AUTHORITY TO HANDLE AND BILLING INSTRUCTIONS:  
ACCEPTING ALL TERMS AND CONDITIONS HEREIN STATED**

FIRM NAME \_\_\_\_\_ PHONE \_\_\_\_\_ BOOTH # \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CREDIT CARD # \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

BY \_\_\_\_\_ NAME \_\_\_\_\_ DATE \_\_\_\_\_

Authorized Signature

*Please sign and return promptly to:*  
Charleston Civic Center  
200 Civic Center Drive  
Charleston, WV 25301 or FAX: 304.345.3492



Charleston  
Civic Center

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Charleston, West Virginia 25301  
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SHOW: \_\_\_\_\_

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### LIMITATION OF LIABILITY INFORMATION

1. Charleston Civic Center (CCC) and its subcontractors shall not be liable for damage, loss or delay to uncrated freight, freight improperly packed, glass breakage or concealed damage.
2. Relative to inbound shipments, there may be a lapse of time between the delivery of shipment(s) to the booth by CCC or its subcontractors and the arrival of the Exhibitor's representative at the booth. Similarly, relative to outgoing shipment(s), it is possible that there will be a lapse of time between the completion of packing and the actual pickup of freight from the booth for loading onto a carrier. It is understood that during such times the shipment(s) will be left in the booth unattended. Therefore, it is agreed that CCC and its subcontractors are not liable for the loss of disappearance of, or damage to Exhibitor's freight after the same has been delivered to Exhibitor's booth, nor are CCC and its subcontractors liable for Exhibitor's freight before it is picked up from the Exhibitor's booth for loading after the show. Consequently, all bills of lading covering outgoing shipment(s) submitted to CCC or its subcontractors by Exhibitor will be checked at the time of pickup from the booth and corrected where discrepancies exist.
3. CCC and its subcontractors shall not be liable for any damage incurred during the handling of equipment requiring special devices to properly load, place, or reload unless 14 days advance notice has been given to CCC in time to obtain the proper equipment.
4. CCC and its subcontractors shall not be liable for any loss, delay or damage due to events beyond their reasonable control which cannot be avoided by the exercise of due care and prudence, including without limitation to, strikes, labor disputes, lockouts or work stoppages of any kind, fire theft, windstorm, water, vandalism, acts of God, mysterious failure of power or utilities and other events of force of nature.
5. CCC and its subcontractors shall not be liable for ordinary wear and tear in handling of equipment.
6. It is understood that CCC and its subcontractors are not insurers. Insurance, if any, shall be obtained by the Exhibitor. Amounts payable by CCC hereunder are based on the scope of the liability has herein set forth and are unrelated to the value of the Exhibitor's property. It is further understood and agreed that CCC and its subcontractors do not provide full liability should loss or damage occur. In the event that CCC or its subcontractors should be found liable for loss or damage to Exhibitor's equipment, the liability shall be limited to the specific article that was physically lost or damaged. Such liability shall be limited to a sum equal 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 agreed upon damages and exclusive remedy. Provisions of this paragraph shall apply if loss or damage, regardless of cause or origin, results directly or indirectly to property through performance or nonperformance of obligations imposed by the offering of services to Exhibitors, or from the negligence, active or otherwise, by CCC, its subcontractors or their employees.
7. Be sure your freight is insured from the time it leaves your firm until it is returned after the show. It is suggested that Exhibitors arrange all risk coverage. This can usually be done by rider to existing policies. Contact your insurance representative. Be sure your liability insurance is in effect during transit and return of your freight, during storage and at show site.
8. CCC and its subcontractors shall not be liable to any extent whatsoever for indirect, special, incidental or consequential damages, including, but not limited to delay any actual, potential, or assumed loss of profits or revenues, loss of use of equipment or products, or any collateral costs that may result from any loss, injury or damage to Exhibitor's materials or exhibitor personnel which may make it impossible or impractical to exhibit the exhibitor's materials.
9. Claims for loss or damage must be submitted to CCC by the close of the show. No suit or action shall be brought against CCC or its subcontractors more than one year after the cause of action accrues.
10. The Exhibitor agrees, in connection with the receipt, handling, temporary storage and reloading of its freight, that CCC and its subcontractors will provide these services as Exhibitor's agent and not as bailee or shipper. If any employee of CCC or its subcontractors shall sign a delivery receipt, bill of lading or other document, the parties agree that CCC or its subcontractor will do so as the Exhibitor's agent, and the Exhibitor accepts the responsibility thereof.
11. CCC and its subcontractors shall not be liable for shipments received without receipts, freight bills or specified unit counts on receipts or freight bills, such as UPS or van lines. Such shipments will be delivered to booth without guarantee of piece count or condition.
12. Empty container labels will be available at the CCC Service Desk. Affixing the labels is the sole responsibility of the Exhibitor or its representative. It is understood that these labels are used for EMPTY STORAGE ONLY, and CCC and its subcontractors assume no responsibility or liability for loss or damage to contents while container are in storage or if form is labeled containers.
13. Where no disposition is made by the Exhibitor, freight will be taken to a warehouse to await Exhibitor's shipping instructions, and the Exhibitor agrees to be responsible for payment of charges relating to such handling at the warehouse. CCC assumes no liability as a result of such rerouting or handling.
14. The Exhibitor agrees, in the event of a dispute with CCC or its subcontractors relative to any loss or damage to any of the Exhibitor's freight or equipment, that the Exhibitor will not withhold payment in any amount due to CCC for freight handling services or any other services provided by CCC or its subcontractors as an offset against the amount of the alleged loss of damage. Instead, the Exhibitor agrees to pay CCC prior to the close of the show for all such charges and further agrees that any claim the Exhibitor may have against CCC or its subcontractors shall be pursued independently by the Exhibitor as a completely separate transaction to be resolved on its own merits.

The placing of an order for services of tradesmen and the use of equipment by an exhibitor or any agent of the exhibitor shall be construed as an offer subject to acceptance and approval of CCC and in its sole discretion. Upon CCC's [written] acceptance and approval, the Exhibitor and its agents shall be bound by the terms of conditions set forth in Sections 1 through 14 above. Likewise, once CCC has accepted and approved the Exhibitor's offer, any shipper consigning or delivering a shipment to CCC or its subcontractors on behalf of Exhibitor shall be bound by the terms and conditions set forth Sections 1 through 14 above.