

Rules & Regulations



Union Information

Texas is a “right to work” state. Exhibitor personnel may set up their own exhibits, if so desired, using their own tools and company personnel. Labor is available to assist in the installation and dismantling of Exhibitor booths. Exhibit labor, freight and rigging labor, electricians and plumbers can be arranged at established rates, using the enclosed order forms.

Material/Freight Handling Jurisdiction

It is SourceOne’s responsibility to manage docks and schedule vehicles for the smooth and efficient move-in and move-out of the exhibition. SourceOne will not be responsible for any materials they do not handle. SourceOne will have complete control over the loading docks at all times

What’s Permitted by Exhibitors? Exhibitors may hand-carry their own materials into the exhibit facility.

What’s not Permitted by Exhibitors? The use or rental of flat trucks, pallet jacks, and other mechanical equipment.

Vehicles must not be left unattended at the loading areas. Any unattended vehicles will be towed at the owner’s expense.

The Fire Marshal absolutely prohibits the storage of empty containers in the exhibit hall. Arrangements must be made with SourceOne Events to store empty crates. Please refer to the Installation and Dismantle Labor page in this service manual for the handling of empties, disposal of skids, etc.

Electrical Labor

Electricians handle all electrical work, which includes supplying the power lines to your booth, connecting equipment to the proper outlets, installing signs or headers that are lighted, unless they are permanently attached to the exhibit back wall, and the running of cable within the Exhibitor’s booth.

Plumbing

Plumbers handle all plumbing work such as compressed air, water/drain, or natural gas.

Gratuities/Tipping

SourceOne Events requests that exhibitors do not tip our employees. They are paid at an excellent wage scale denoting a professional stature, and we feel that tipping is not necessary. This applies to all SourceOne Events employees. Any request for tip should be brought to the attention of a SourceOne Events representative at the SourceOne Service Desk or concerns may be directed to the attention of the Manager at the local office address.

Safety

Safety of everyone working in the hall is of our utmost concern at all times. Standing on chairs, tables, or other rental equipment is prohibited. This equipment is not engineered to support your weight. SourceOne Events cannot be responsible for injuries or falls caused by the improper use of this equipment. If assistance is required in assembling your booth, please order labor in the Installation and Removal Labor on page 73 in the Exhibitor Service Manual, Kit, Exhibitor and the necessary ladders and/or tools will be provided.

Show Site Work Zone

Customer acknowledges that the show site and surrounding areas are active work zones. Customer, its agents, employees and representatives are present at their own risk.

Important Note:

- If you encounter any difficulty with any laborer, or if you are not satisfied with the work performed, please bring this to the attention of the Exhibitor Service Desk and the appropriate Manager will address any and all issues immediately. Please refrain from voicing complaints directly to labor personnel.
- The person in charge of your exhibit should carefully inspect and sign all work order forms. If there are any questions about any bills, bring the bill to the appropriate Service Desk and discuss it with the person in charge.

Exhibitor Safety Guidelines

- Only authorized personnel and employees are allowed on the show floor, all others are prohibited.
- The showsite is an active work zone. Use extreme caution if you are in show areas where forklifts and vehicle traffic are operating during move-in and move-out.
- Stay clear of heavy machinery.
- All Exhibitors must set up their displays within their booth boundaries.
- Booths extending into the aisle are subject to Fire Marshal Jurisdiction and an Exhibitor may be fined for aisle encroachment.
- Do not enter the dock/yard areas.
- Standing on chairs, tables, or other rental furniture is prohibited. This furniture is not designed to support your standing weight.
- Key Communications, Inc. / USGlass Magazine (Show Management) or co-sponsoring association cannot be responsible for injuries, falls, or damage caused by the improper use of rental furniture or equipment. If assistance is required in assembling your booth, please order labor at the SourceOne Service Desk or in advance using the Exhibitor Service Manual
- Wear closed toe shoes.
- Clean up or report spills.
- Keep aisles free and clear of any and all debris.
- Any person involved in moving equipment, supplies, or goods into or out of the venue is prohibited from consuming alcohol or being under the influence of alcohol.
- All work carried out on booths on-site must conform to facility regulations.
- Practice good housekeeping.
- Check electrical cords for damage.
- Protect valuables at show site.
- Report any fires immediately.

If you notice anything unsafe please contact a SourceOne Events Employee immediately.

OSHA regulations prohibit minors from being present in a hazardous work environment. No individuals under the age of 18 are permitted on the show floor at any time. Show sites during move-in and move-out are similar to a construction zone and are considered to be dangerous.

Exhibitor Security Guidelines

- Please do not assume the exhibit hall is secure. Each Exhibitor must take responsibility for the security of all the items in his or her booth.
- Avoid listing the contents of crates and cartons on your shipping labels or on the crates and cartons. A label that reads "50" LED color monitor" is an open invitation for thieves.
- Be sure to have someone remain in your booth during the hectic and heavily populated move-in and move-out times.
- Never display "one-of-a-kind" items or irreplaceable samples unless someone is present at all times to keep an eye on them.
- Consider covering your exhibit with some sort of cloth at the close of each day. The psychological deterrent makes it more difficult for people to handle merchandise. Criminals often look for the easy mark first.
- Business tools such as cell phones, laptop computers, recorders, calculators, and give-away items are the things most often stolen. They should be guarded and stored safely at night.
- Thieves will also take personal items such as purses, suit coats, and toolboxes. Do not leave personal items unprotected in your booth.
- Never store items in containers marked "Empty."
- Show management may provide security to prevent entry to the exhibit area by anyone not authorized. This security service does not guarantee Exhibitors against loss or stolen items. Nor does it imply an assumption of liability for an Exhibitor's property by SourceOne Events, Inc., Show Management, Co-Sponsoring Association or their agents.
- Your exhibit materials should be insured from the time they leave your facility until the time they return. Consult with your insurance agency about adding a rider to your existing policy.

If you notice anything unusual activity in your booth or a fellow Exhibitors, please contact nearby Security, Show Management or a SourceOne Events Employee immediately.

Exhibitor Terms & Conditions

PLEASE READ THE FOLLOWING CAREFULLY. THIS IS A BINDING CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN THE CASE OF LOSS OR DAMAGE.

SourceOne Events, Inc. Terms & Conditions are subject to change at SourceOne Events sole discretion without notice to any parties.

1. **Definitions:** As used throughout this Exhibitor Terms and Conditions (this "Agreement"), the following terms have the following meanings: (i) "SourceOne Events" means, collectively, SourceOne Events, Inc., an Illinois corporation, and its officers, directors, managers, employees, agents, representatives, affiliated companies, related entities, successors and assigns, including but not limited to any subcontractors which SourceOne Events may retain; (ii) "Exhibitor" means, collectively, you, the Exhibitor at the subject Show, and your officers, directors, managers, employees, agents, labor which you elect to secure from SourceOne Events, representatives, affiliated companies, related entities, successors and assigns, including but not limited to any subcontractors which you may retain; (iii) "Show" means each and every event or show in which SourceOne Events serves as the general service contractor or for which SourceOne Events otherwise delivers or makes available a Exhibitor Service Manual to the Exhibitor; and (iv) "Exhibitor Service Manual" means, collectively, the service manual, kit package, and/or rate card, and all corresponding checklists, schedules, forms, rules, regulations, procedures, policies, guidelines, tool kits, information, order forms, and other documentation which SourceOne Events provides or otherwise makes available to the Exhibitor in connection with a particular Show, as the case may be.
2. **Acceptance:** All of the terms and conditions set forth in this Agreement and each Service Manual (collectively, "Terms and Conditions") constitute a part of the contractual relationship between SourceOne Events and the Exhibitor. The Exhibitor shall automatically be deemed to have accepted all of the Terms and Conditions, regardless of whether they are set forth in this Agreement or the Service Manual, upon the occurrence of any of the following: (i) the Exhibitor's execution of SourceOne Events Payment Form; (ii) the Exhibitor's placement of any order with SourceOne Events, including but not limited to material handling, labor, rental equipment or any services rendered; or (iii) the Exhibitor's participation in a Show. By participating in a Show in which SourceOne Events serves as a general services contractor, the Exhibitor acknowledges that it shall derive economic benefit from the services SourceOne Events provides and, as consideration for such economic benefit, the Exhibitor hereby accepts and agrees to comply with all Terms and Conditions.

Payment Terms

1. **Payment For Services:** Full payment for all services, including any applicable tax, is due at the time the order is placed or services will not be rendered. All payments must be tendered in immediately-available U.S. funds and all checks must be drawn on a U.S. bank. SourceOne Events will issue a final invoice ("Final Invoice") for any unpaid charges after the completion of the Show. Any outstanding balance shall accrue interest at the rate of one and one half percent (1.5%) per thirty (30) days until paid in full. Interest will begin to accrue beginning on the thirtieth (30th) day following the final day of the Show. If the Exhibitor provides a credit card for payment and charges are rejected by the Exhibitor's credit card company for any reason, the Exhibitor authorizes SourceOne Events to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the Exhibitor's account.
2. **Discount Prices:** To qualify for discount pricing, orders must be received with payment on or before the discount price deadline(s).
3. **Method of Payments:** SourceOne accepts Mastercard, Visa, American Express, Discover Card, check and bank ACH/Wire transfer. Purchase orders are not considered payment. All payments must be made in U.S. funds drawn on a U.S. Bank. Exhibitors will be charged a \$50.00 fee for returned NSF checks.
4. **Cancellation of Orders Policy:** If the Exhibitor needs to cancel because of reasons beyond the Exhibitor's control, below are the cancellation policies per section of Exhibitor kit.
 - a. **Booth Furnishing:** Items cancelled will be charged 50% of original price prior to move-in beginning and 100% of original price after installation. Items cancelled with graphics will be charged 100% of original price.
 - b. **Rental Exhibit & Graphics:** Items cancelled will be charged 75% of original price prior to move-in begins and 100% of original price after installation. Items cancelled with graphics will be charged 100% of original price.
 - c. **Labor:** A 24-hour notice is required to cancel labor. Labor ordered and not used will be charged as a one-hour "no show" charge. This policy applies to installation and dismantling labor orders.
 - d. **Forklift Labor:** Equipment and labor cancelled without a 24-hour notice shall be charged a one (1) hour cancellation fee per worker and forklift. If Exhibitor fails to use the workers and equipment at the time confirmed, a one (1) hour cancellation fee per worker and forklift will apply.
 - e. **Shipping & Material Handling:** Items for Material Handling cancelled will be charged 100% if the freight has been received at the warehouse. Items for Shipping cancelled will charge 100% if the items have already been shipped either inbound or outbound of the show.
5. **Disputed Charges:** Upon the commencement of the Show, the Exhibitor may obtain a statement of the Exhibitor's account ("Exhibitor Account Statement") at the SourceOne Events Service Center. The Exhibitor is responsible for reviewing all charges contained on the Exhibitor Account Statement prior to the completion of the Show. If the Exhibitor disputes any charges appearing on the Exhibitor Account Statement, it must notify SourceOne Events in writing prior to the close of the Show of the dispute and the basis therefor. If SourceOne Events does not receive written notice concerning a disputed charge prior to the close of the Show, the Exhibitor shall be deemed to have accepted all charges as reflected on the Exhibitor Account Statement. For any charges adjusted or appearing on the Final Invoice that did not appear on the Exhibitor Account Statement, the Exhibitor shall have thirty (30) days from the date of the Final Invoice to notify SourceOne Events in writing of any disputed charges and the basis therefor. Failure to provide written notice of a disputed charge within thirty (30) days of the Final Invoice shall be deemed an acceptance of all charges contained on the Final Invoice.
6. **Collection of Unpaid Charges:** If the Exhibitor fails to pay any charge when due and owing under the terms of this Agreement or any other agreement governing payment obligations between SourceOne Events and the Exhibitor, SourceOne Events may engage a collection agency or legal counsel to collect the unpaid balance, in which case the Exhibitor shall be responsible for all costs associated with collecting the unpaid balance, including but not limited to any reasonable attorneys' fees incurred by SourceOne Events.
7. **No Right of Offset:** In the event of any dispute between the Exhibitor and SourceOne Events regarding any loss, damage or claim, the Exhibitor shall not withhold payment, or any partial payment, due to SourceOne Events as an offset for the alleged loss or damage. Any such dispute shall be resolved independently from the Exhibitor's payment obligations to SourceOne Events for services rendered.
8. **Cancellation or Termination:** If the Show is cancelled because of reasons beyond SourceOne Events control, the Exhibitor remains responsible for all charges for services and equipment provided up to and including the date of cancellation. SourceOne Events will not issue refunds to the Exhibitor of any payments made before the date of cancellation.
9. **Payment for Advanced Costs:** The Exhibitor shall be charged, and the Exhibitor agrees to pay, all such charges that SourceOne Events may be obligated to pay on behalf of the Exhibitor and all such charges that SourceOne Events reasonably determines may be necessary to advance on behalf of the Exhibitor, including but not limited to any shipping charges.
10. **Third-Party Billing:** In the event that the Exhibitor has arranged for an exhibit house or such other third party to handle the Exhibitor's billing, a Third-Party Billing Agreement must be completed. The Exhibitor is responsible for all charges incurred at the Show, should the Exhibitor's appointed display house or such other third party fail to meet the required payment terms as more particularly set forth herein.
11. **Additional Fees and Other Charges:** The Exhibitor shall have thirty (30) days from the date of the Final Invoice:
 - a. To notify SourceOne Events in writing of any credit card changes necessary for billing purposes such as transferring payments from one credit card to another, and after this date a processing fee will apply to any payment transfers.
 - b. To request in writing any back-up documentation such as receiving reports, weight tickets, labor tickets, etc., and after this date a processing fee will apply; and
 - c. To present a valid tax exemption certificate for the state in which the event is held, and after this date SourceOne Events will not be able to honor the exemption.

Material Handling

1. **Responsibility for Exhibitor Materials:** The protection of all of the Exhibitor's materials, including but not limited to its exhibit, booth properties, company products, personal belongings to include laptops, mobile devices, purses, etc. and all collateral materials belonging to the Exhibitor (collectively, "Exhibitor Materials"), is the sole responsibility of the Exhibitor. The Exhibitor agrees to insure all Exhibitor Materials from the time they depart the Exhibitor's premises until they are returned to the Exhibitor's premises after the Show. **SOURCEONE EVENTS, INC. AND ITS SUBCONTRACTORS DO NOT INSURE THE EXHIBITOR MATERIALS AGAINST LOSS OR DAMAGE AND WILL NOT COMPENSATE THE EXHIBITOR FOR THE FULL REPLACEMENT VALUE SHOULD LOSS OR DAMAGE OCCUR TO THE EXHIBITOR MATERIALS.**
2. **Delivery:** If the Exhibitor elects to have SourceOne Events store any of the Exhibitor Materials prior to the Show, the Exhibitor agrees to deliver all of the Exhibitor Materials to SourceOne Events warehouse prior to the published deadline date. SourceOne Events reserves the right to charge, and the Exhibitor agrees to pay an additional charges in an amount equal to fifty percent (50%) of the advanced crated rate per cwt. if the Exhibitor Materials are delivered to the warehouse after the published deadline.
3. **Packaging:** The Exhibitor shall be solely responsible for packaging and labeling all Exhibitor Materials. The Exhibitor acknowledges that the Exhibitor Materials shall be handled by SourceOne Events utilizing forklifts and other similar means and agrees to package all materials accordingly. The Exhibitor shall label all Exhibitor Materials with the name of the Show, the Exhibitor's company name, and booth number. SourceOne Events shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. SourceOne Events does not accept handling any packaging containing hazardous materials. Any materials requiring specialized storage, including but not limited to accessible, dry, or refrigerated storage, are stored at the Exhibitor's own risk. SourceOne Events 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 or labeled materials, or for damage to goods requiring specialized storage.
4. **Empty Containers:** SourceOne Events shall make available empty container labels at the SourceOne Events Exhibitor Service Center. The Exhibitor agrees to affix an "empty" label on all empty packaging and to remove all previous labels. The Exhibitor acknowledges that SourceOne Events: (i) shall assume that all packaging labeled as "empty" contain no materials therein; and (ii) assumes no responsibility, and shall not be liable, for any loss or damage to any Exhibitor Material while such materials are in an empty storage container.
5. **Carriers and Loading:** In no event shall SourceOne Events or its subcontractors be liable for any damage to the Exhibitor Materials after the same have been delivered to the Exhibitor's appointed carrier, shipper or agent for transportation after the conclusion of the Show. The Exhibitor agrees that SourceOne Events and/or its agents shall load the Exhibitor Materials onto the carrier under the directions from the carrier or driver of that carrier. If any employee of SourceOne Events or if any of SourceOne Events subcontractors signs a delivery receipt, Material Handling Agreement, Bill of Lading or any similar documentation (collectively, "Material Handling Agreements"), it is agreed that SourceOne Events and its subcontractors are doing so on behalf of the Exhibitor, and the Exhibitor accepts the responsibility of said shipment. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. SourceOne Events assumes no responsibility for loss, damage, theft or disappearance of Exhibitor Materials that arises out of improperly loaded or labeled materials.
6. **Unattended Materials:** The Exhibitor acknowledges that there may be a period of time after the delivery of the Exhibitor Materials to the Exhibitor's booth and the arrival of the Exhibitor and/or a period of time after the Exhibitor completes packaging of the Exhibitor Materials and the pickup of such materials in which the Exhibitor Materials are left unattended. SourceOne Events assumes no responsibility for any loss, damage, theft or disappearance of any Exhibitor Materials after the same have been delivered to the Exhibitor's booth at the Show site or before they have been picked up for reloading at the conclusion of the Show. SourceOne Events recommends the securing of security services from the facility or Show management.
7. **Material Handling Adjustments:** All Material Handling Agreements submitted to SourceOne Events by the 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 SourceOne Events and the actual count of such items in the booth at the time of pick-up. SourceOne Events is not responsible for any wait time or other charges including business center charges arising from delivery or pick-up of the Exhibitor's materials.
8. **Materials Left Behind:** If the Exhibitor fails to arrange to have any Exhibitor Materials returned to the Exhibitor after the conclusion of the Show, whether through SourceOne Events or otherwise, the Exhibitor agrees that SourceOne Events shall have the right, but not the obligation, to arrange to have such Exhibitor Materials returned to SourceOne Events warehouse. SourceOne Events and its subcontractors reserve the right to change designated carriers if the carrier assigned by the Exhibitor does not pick up Exhibitor's freight on time. Consistent with the foregoing, the Exhibitor agrees that, in such circumstances, the Exhibitor will be solely responsible for payment to the replacement carrier that SourceOne Events and its subcontractors utilize. SourceOne Events and its subcontractors assume no responsibility as a result of engaging a replacement carrier. The Exhibitor further agrees to reimburse SourceOne Events for any costs and expenses incurred in removing and transporting such Exhibitor Materials, including but not limited to the costs of shipment and storage. Notwithstanding anything contained herein to the contrary, removal of Exhibitor Materials is the exclusive responsibility of the Exhibitor, and SourceOne Events shall have no responsibility for removing such materials and shall not be liable for any loss, damage, theft or disappearance of Exhibitor Materials left at the Show premises subsequent to the termination of the Show.
9. **Limitation of Liability for Material Handling:** If, and only if: (a) the Exhibitor's property is lost or damaged due to the performance or nonperformance of services provided by SourceOne Events or its subcontractors, or due to the negligence of SourceOne Events, its subcontractors or their employees; and (b) if such losses were not substantially caused or contributed to by the Exhibitor or its carrier, including but not limited to the failure to properly pack the Exhibitor Materials, the failure to properly label the Exhibitor Materials, or the failure to secure the Exhibitor Materials at the Show premises (those circumstances described by the preceding subsections (a) and (b) being referred to herein as the "SourceOne Events Material Handling Liability Circumstances"), SourceOne Events and its subcontractors shall be liable to the Exhibitor in an amount not to exceed the lesser of the following ("SourceOne Events Material Handling Liability Cap"): (i) \$30 per pound per article, with a maximum liability of \$50.00 per item; or (ii) \$1,000.00 per shipment, incident, occurrence or other claim of any nature whatsoever. The Exhibitor agrees that the amounts set forth in the immediately preceding sentence constitute the maximum amount for which SourceOne Events could be liable to the Exhibitor for damages to Exhibitor Materials. For the avoidance of doubt, SourceOne Events obligation to compensate the Exhibitor for loss or damage to the Exhibitor Materials shall be limited solely to the SourceOne Events Material Handling Liability Circumstances and in an amount not to exceed the SourceOne Events Material Handling Liability Cap.
10. **Declarations of Declared Value:** Declarations of the "declared value" of the Exhibitor Materials are between the Exhibitor and the selected carrier only, and are in no way an extension of SourceOne Events maximum liability stated herein or an increase to the SourceOne Events Material Handling Liability Cap. SourceOne Events will use commercially reasonable efforts to transmit the declared value instructions to the selected carrier; however, SourceOne Events will not be liable for any claim arising from the transmittal of, or failure to transmit, declared value instructions to the carrier nor for failure of the carrier to uphold the declared value or any other term of carriage.
11. **Claims for Damage to Exhibitor Materials:** The Exhibitor agrees to present any claim for damages to the Exhibitor Materials alleged to have been caused by SourceOne Events and/or its subcontractors to SourceOne Events by the move-out date, unless the alleged damage relates to shipping services, in which case a claim must be presented to SourceOne Events within ten (10) days of receipt of the Exhibitor Materials either by the Exhibitor or its appointed carrier, whichever is earlier ("Exhibitor Material Damage Claim Period"). SourceOne Events and/or its subcontractors shall not be responsible for any claim not presented within the foregoing time frame and the Exhibitor agrees to release any and all claims and causes of action arising from damage to the Exhibitor Materials not presented to SourceOne Events within the Exhibitor Material Damage Claim Period. SourceOne Events and/or its subcontractors are not liable for damages to any shipping container, crate or display case while materials are being shipped. A claim will not be able to be filed for damages to shipping containers, crates or display cases.
12. **Sole Relief:** If found liable for any loss, SourceOne Events sole and exclusive maximum liability for loss or damage to Customer's Goods is limited to \$0.50 (USD) per pound with a maximum liability of \$100.00 (USD) per container, or \$1,500.00 (USD) per shipment whichever is less.
13. **Lien:** The Exhibitor hereby grants to SourceOne Events a security interest in and a lien on all of the Exhibitor Materials and all of the proceeds thereof, including but not limited to any insurance proceeds (collectively, "Collateral"), to secure the payment of all amounts owed by the Exhibitor to SourceOne Events, whether for services, goods, labor or supplies provided by SourceOne Events or its subcontractors or for costs advanced by SourceOne Events for the benefit of the Exhibitor (collectively, "Obligations"). SourceOne Events shall have all of the rights and remedies of a secured party under the Uniform Commercial Code, as may be amended from time to time ("UCC"), and any notice that SourceOne Events is required to give under the UCC of a time and place of a public sale or the time after which any private sale or other intended disposition of any Collateral is to be made shall be deemed to constitute reasonable notice if such notice is mailed by registered or certified mail at least five (5) days prior to such action. SourceOne Events shall maintain the right to retain any Collateral for so long as there are any Obligations that remain unpaid or unsatisfied.

Notice that SourceOne Events is required to give under the UCC of a time and place of a public sale or the time after which any private sale or other intended disposition of any Collateral is to be made shall be deemed to constitute reasonable notice if such notice is mailed by registered or certified mail at least five (5) days prior to such action. SourceOne Events shall maintain the right to retain any Collateral for so long as there are any Obligations that remain unpaid or unsatisfied.

Limitations on Liability

- 1. Responsibility for Exhibitor Materials:** Except in instances in which the Exhibitor alleges damages to its Exhibitor Materials (in which case the limitation set forth in the Section of this Agreement which is captioned "Limitation of Liability for Material Handling" shall apply), in the event of a breach by SourceOne Events of this Agreement or any other agreement between SourceOne Events and the Exhibitor, whether such breach results from non-conforming goods, services or otherwise, the Exhibitor's sole and exclusively remedy shall be limited to the reduction or elimination of the charge or charges billed to the Exhibitor for that portion of the goods, services or work that was nonconforming.
- 2. Limitation on Consequential Damages:** In no event shall SourceOne Events be liable to the Exhibitor or to any other party for special, collateral, exemplary, indirect, incidental, consequential or punitive damages, whether in contract or in tort, even if SourceOne Events has been advised or has notice of the potentiality of such damages. Such excluded damages include, but are not limited to, lost profits, loss of use, and interruption of business or other consequential or indirect economic loss.
- 3. Indemnification:** Exhibitor agrees to indemnify, hold harmless, and defend SOE from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including any injury to SOE employees, and/or property damage arising out of work performed by labor provided by SOE but supervised by Exhibitor. Further, Exhibitor's indemnification of SOE includes any and all violations of Federal, State, County or Local ordinances, "Show Regulations and/or Rules" as published and/or set forth by Facility or Show Management, and/or directing labor provided by SOE to work in a manner that violates any of the above rules, regulations, and/or ordinances.
- 4. Waiver and Release:** As consideration for the various services rendered by SourceOne Events to the Exhibitor, whether directly or indirectly as the general services contractor for the Show, Exhibitor waives, releases, acquits and forever discharges the SourceOne Events Indemnitees from any and all liability whatsoever for any claims, damages, losses or injuries arising out of the matters for which SourceOne Events has disclaimed liability for under this Agreement.
- 5. Driver Liability Waiver:** In consideration of SourceOne Events permitting entrance to the show premises, the Exhibitor and any driver acting on behalf of the Exhibitor or at the request of the Exhibitor, the driver's employer, the owner of the truck and/or equipment that the driver is operating ("truck owner"), and any agent of the driver's employer or the truck owner, hereby assume all risk of injury or harm to the driver and others and damage to the driver's property and property belonging to the driver's employer or others arising from the driver's activities while being permitted to enter the premises. The driver agrees to enter at the driver's own risk. The driver has full knowledge of any risk involved in this activity. The driver recognizes the hazards and is aware of all the rules for safe operation. The Exhibitor, the driver, the driver's employer, the truck owner, and their respective employees, officers, directors, agents, assigns, affiliated companies and related entities, jointly and severally, agree to indemnify and hold SourceOne Events harmless against any and all liability, actions, claims, and damages of any kind whatsoever arising from the driver's activities while being permitted to enter the premise.

Miscellaneous

- 1. Labor Under Supervision of Exhibitors:** If the Exhibitor elects to secure labor directly from SourceOne Events to work under the Exhibitor's supervision, the Exhibitor shall be responsible for supervising such labor in a reasonable manner so as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with Federal, State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management rules and/or regulations.
- 2. Liability for Actions of Labor Secured From SourceOne Events:** SourceOne Events assumes no liability for loss, damage, or bodily injury arising out of Customer's supervision of SourceOne Events provided union labor. If SourceOne Events supervises labor for a fee, SourceOne Events shall be liable only for actions or claims arising out of its negligent supervision. Such liability shall be limited to the cost to Customer of the supervised labor or the depreciated value of the Goods, whichever is less. If Customer elects to use unsupervised labor, then Customer assumes all liability for the actions or claims that arise out of such work, including but not limited to loss, damage or bodily injury and shall provide SourceOne Events and show management with an indemnity, including defense costs, for any claims that result from Customers' supervision or failure to supervise assigned labor.
- 3. Electrical:** Claims will not be considered, or adjustments made unless filed in writing, by Exhibitor, prior to the close of the event. SourceOne Events is not responsible for any damage or loss caused by the loss of power beyond its control and Exhibitor agrees to hold SourceOne Events, its officers, directors, employees, and agents harmless from such power loss. In no event shall SourceOne Events be liable for any indirect or consequential damages (including without limitation lost profits) event if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), products liability or otherwise. Exhibitors shall indemnify and hold harmless SourceOne Events, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, fines, penalties, or costs of whatsoever nature (including reasonable attorneys' fees) arising out of or in any way connected with Exhibitor's actions or omissions under this Agreement.
- 4. Shipment Liability:** If found liable for any loss, SourceOne Events sole and exclusive maximum liability for loss or damage to Customer's Goods is limited to \$.50 (USD) per pound with a maximum liability of \$100.00 (USD) per container, or \$1,500.00 (USD) per shipment whichever is less.
- 5. Choice of Law/Consent to Jurisdiction:** Any dispute arising under or related to this Agreement or the services rendered by SourceOne Events in connection with the Show, including but not limited to the construction of this Agreement, shall be governed by the laws of the State of Texas, exclusive of conflicts of law principles. The Exhibitor agrees to the exclusive jurisdiction and venue of the state and federal courts located within the State of Texas for the purposes of any suit related to such a dispute.
- 6. Force Majeure:** SourceOne Events shall not be deemed to be in breach of this Agreement or any other agreement with the Exhibitor to the extent that performance of SourceOne Events obligations is prevented by an act of God, war, government regulations, terrorism, disasters, strikes, civil disorder, curtailment of transportation facilities, any emergency beyond SourceOne Events control, or any other occurrence which would make it illegal or impossible for SourceOne Events to perform its obligations under this Agreement.
- 7. Personal Data:** Customer authorizes SourceOne Events to use personal information ("PI") submitted to SourceOne Events in connection with the Show as follows: (a) SourceOne Events stores, processes and transmits credit card information only in compliance with Payment Card Industry Data Security Standards security requirements; (b) SourceOne Events stores credit card information through its expiration date to better serve Customer's future event needs, unless Customer instructs SourceOne Events to delete it earlier; (c) SourceOne Events uses PI only as necessary to administer orders for the Show but otherwise does not disclose PI without either Customer's express authorization or a mandatory legal requirement; (d) SourceOne Events retains PI of Customer's primary contacts (including name and email) on an ongoing basis to better serve Customer's future event needs until either SourceOne Events' Privacy Policy requires or Customer instructs SourceOne Events to delete it; and (e) SourceOne Events securely stores PI including credit card information on servers located in the United States. SourceOne Events protects PI with technical, organizational and other safeguards in conformity with applicable data protection laws including, without limitation, privacy laws of European Union countries. If Customer provides SourceOne Events with PI of a European Union resident, then Customer warrants that it is authorized to do so for the above purposes and the parties agree to cooperate by executing further agreements as required by applicable law. Data subjects have the right to access, amend and oppose the use of their PI.
SourceOne Events may be contacted as provided in its Privacy Policy published at <http://sourceoneevents.com/privacy-policy/>.
- 8. Headings:** The headings used throughout this agreement are inserted for convenience only and shall not be used to interpret or construe the meaning or terms of this Agreement.