

Terms, Conditions and Policies page one

CONTRACTUAL AGREEMENT

The Terms, Conditions and Policies set forth below become a part of the contractual agreement between Art Craft Display, Inc. (ART CRAFT) and You, the Exhibitor. Acceptance of said terms, conditions and policies will be construed when any of the following conditions are met:

- WHEN ANY SERVICE, PAYMENT OR ORDER FORM IS SIGNED AND RETURNED TO ART CRAFT; **OR**
- WHEN ANY SERVICE OR EQUIPMENT ORDER IS PLACED BY AN EXHIBITOR WITH ART CRAFT; **OR**
- WHEN ANY WORK IS PERFORMED ON BEHALF OF EXHIBITOR, BY LABOR SECURED THROUGH ART CRAFT.

CONTRACTUAL TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH ART CRAFT. TERMS, CONDITIONS AND POLICIES MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH ART CRAFT.

DEFINITIONS

The name "Art Craft Display, Inc." (ART CRAFT) shall be construed within the meaning of this contract as ART CRAFT, and their employees, officers, directors, agents and assigns, affiliated companies and related entities including but not limited to any subcontractors ART CRAFT may appoint. The term "Exhibitor" shall be construed within the meaning of this contract as YOU and/or the EXHIBITOR and/or SHIPPER, and/or its employees, agents, representatives, and/or any Exhibitor Appointed Contractor (E.A.C.) for all purposes and circumstances, notwithstanding anything contained herein to the contrary.

PAYMENT TERMS

- 1. RENTAL OF EQUIPMENT:** The rental furnishings are the property of ART CRAFT and are rented to YOU subject to this contract for rental charges except where specifically identified as a sale. All ART CRAFT rentals include delivery, installation and removal from EXHIBITOR'S booth. If YOU fail to leave the equipment or furnishings in your booth at the close of the show, ART CRAFT, to enforce its property ownership of the equipment or furnishings and to protect its interest under this contract, may retake the equipment or furnishings at any time and to do so may enter your property, and YOU hereby waive any right of action against ART CRAFT for such entry and retaking. In addition, YOU acknowledge that the failure to relinquish rented equipment or furnishings within the contracted time and the sale or concealment of rented equipment or furnishings are prohibited, and that such action may constitute a crime. ART CRAFT may notify the authorities and take other action, including the filing of criminal complaints, subjecting YOU to prosecution. Equipment or furnishings will be picked up at your booth at the close of the show. If YOU leave early, please notify our Service Desk.
- 2. EXECUTION OF SERVICES:** Labor costs are included as part of the specified rental equipment fees (unless otherwise noted).
- 3. PAYMENT POLICY:** Payment in full of rental and service charges must accompany your orders, and be received by ART CRAFT by the appropriate deadlines to qualify for advance rates. All payments must be in U.S. funds and all checks must be drawn on a U.S. bank. Orders received without payment, orders received after deadline dates, or orders placed at the show will be charged floor rates. Purchase orders are not considered payment. **All orders must be paid in full prior to delivery of equipment or execution of services.**
- 4. CHARGES AND PAYMENTS:** YOU are responsible for rental and service charges from the time the equipment or furnishings are rented until the close of the show and other charges hereunder. The equipment or furnishings are to be clean and in good condition at the close of the show. If the rental fees are charged to someone other than the EXHIBITOR, the Renter therefore represents that he/she is an E.A.C. of the EXHIBITOR and has the right to charge this rental; the EXHIBITOR nevertheless will remain liable for all charges and for all other obligations. If EXHIBITOR is exempt from payment of sales tax, ART CRAFT requires an exemption certificate for the State in which the services are to be used. ART CRAFT reserves the right to charge EXHIBITOR for the difference between the EXHIBITOR'S estimate of charges and the actual charges incurred by EXHIBITOR, or for any charges that ART CRAFT may be obligated to pay on behalf of EXHIBITOR, including without limitation, any shipping charges.
- 5. CANCELLATION/REFUND POLICY:** Please consider your needs carefully! All items canceled or exchanged after move-in begins will be charged at 50% of original price with the exception of Labor, Premium Carpet, Modular Rental Exhibits and any other custom-order items, which will remain at 100% of the original charge.
- 6. COLLECTION:** YOU agree to pay all costs of collection by ART CRAFT of any amounts due hereunder, including actual attorney's fees. YOU further agree that, in the event any action arising out of or related to the Agreement between YOU and ART CRAFT, and ART CRAFT prevails, YOU shall pay ART CRAFT its actual attorney's fees and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, ART CRAFT shall be entitled to recover its fees up to the maximum amount by state law.
- 7. JURISDICTION:** The Agreement is governed by the laws of the state where the ART CRAFT branch pertinent to the transaction is situated. Any action arising out of or related to the Agreement shall be brought, at ART CRAFT's discretion, either in a court with jurisdiction over the county in which the pertinent ART CRAFT branch is situated, in the county in which the project for which the goods are to be used is located, or in a court or before an arbitration panel where an action between ART CRAFT and a third party is pending which concerns the subject matter of the Agreement. To the extent allowed by law, YOU waive your right to a trial by jury in any action brought upon, or by reason of, the Agreement.

EQUIPMENT: GENERAL CONDITIONS AND POLICIES

- 1. EQUIPMENT AVAILABILITY AND POSSESSION:** Ordering early saves you time and money. Availability of equipment on the show floor cannot be guaranteed. Possession of unverified or unpaid equipment shall result in a) confiscation of equipment, or b) payment of full rental charges (at floor rate) upon demand.
- 2. RESPONSIBILITY FOR EQUIPMENT OR FURNISHINGS:** From the time the equipment or furnishings are rented, YOU are responsible for it. If the equipment or furnishings are lost, stolen or damaged under any circumstances while rented, regardless of fault, YOU shall be responsible for all charges, including labor costs, to replace or repair the equipment or furnishings.
- 3. USE OF RENTAL EQUIPMENT OR FURNISHINGS:** YOU agree that the equipment or furnishings will be used only for the purpose for which they were manufactured and intended. Subleasing or improper use is prohibited.
- 4. RESPONSIBILITY FOR USE:** YOU are responsible for the use of the rented equipment or furnishings. YOU assume all risks inherent in the operation and use of the equipment or furnishings. YOU agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold ART CRAFT harmless from, and hereby release ART CRAFT from, any and all claims for damages to property or bodily injury (including death) resulting from the use, operation or possession of the equipment or furnishings, whether or not it is claimed or found that such damage or injury resulted from the defective condition of the equipment or furnishings or from any cause. YOU agree that no warranties, express or implied, have been made in connection with this rental. In the event of any dispute between EXHIBITOR and ART CRAFT relative to any loss, damage, or claim, such EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due to ART CRAFT for its services, as an offset against the amount of any alleged loss or damage. Any claim against ART CRAFT shall be considered a separate transaction, and shall be resolved on its own merits.
- 5. EQUIPMENT OR FURNISHINGS FAILURE:** In the event any rented equipment or furnishings should become unsafe or damaged, or ceases to be in good working order, YOU will discontinue use so as to prevent further damage to the equipment or injury or damage to persons or property. It is the EXHIBITOR'S responsibility to advise ART CRAFT personnel of any problem with any order. Upon notification, ART CRAFT shall make a reasonable effort to replace or repair such equipment or furnishings provided it has personnel or equipment or furnishings available; however ART CRAFT shall not be responsible for damages or injury including consequential damages resulting from failure or any defect of the rental equipment or furnishings.
- 6. COLOR SELECTIONS:** Indicate color where applicable. Choices not indicated by EXHIBITOR will be selected by ART CRAFT to coordinate with show colors. ART CRAFT reserves the right to select or change colors based upon availability.

LABOR: GENERAL CONDITIONS AND POLICIES

- 1. WORK RULES:** Show Management and/or EXHIBITORS are not required to use Art Craft Display, Inc. (ART CRAFT) labor for loading/unloading, delivery/removal or installation/dismantle of any equipment, literature, etc. that they choose to handle themselves. In most cases, 4-wheel stock carts will be available on site for your use. Drayage and material handling equipment charges may apply depending on your agreement with show management regarding those services. Although the utmost care will be exercised, ART CRAFT is not responsible for resulting damage or loss from improper packing, concealed damage, theft or any other cause.
- 2. PERSONNEL CONDITIONS:** ART CRAFT has been selected by show management as the official labor provider for this event. ART CRAFT provides all necessary labor from its own designated labor pool for execution of said services.

All prices are based entirely upon labor services provided only by the ART CRAFT designated labor pool. If any labor services are provided or required by outside labor groups, whether by request, demand, coercion or circumstance, Show Management shall be responsible for all costs incurred directly to the outside labor groups; excluding some labor requests from EXHIBITORS which are normally the EXHIBITOR'S responsibility for payment as outlined herein. Also, if Show Management secures use of outside labor, Show Management and their EXHIBITORS agree jointly and/or separately to indemnify and hold harmless ART CRAFT and their agents for all claims of disruption of service, delays or any cause of action which is beyond the direct control of ART CRAFT. This and all orders are accepted subject to these conditions. Additional personnel or equipment may be used, if the supervisor deems such is necessary to safely complete the installation and/or dismantling of exhibit and will be charged accordingly.

3. LABOR PROVIDED UNDER THE SUPERVISION OF ART CRAFT:

A. RESPONSIBILITIES: ART CRAFT shall be responsible for the performance of labor provided under this option. ART CRAFT cannot assume responsibility for any acts of, or loss to, persons, parties and/or other contracting firms not under ART CRAFT's direct supervision and control. In no event shall ART CRAFT be liable for loss or damage caused by delay in labor beginning work when EXHIBITOR requests labor to begin later than the start of the working day. ART CRAFT shall not be responsible for loss, delay or damage due to strike, lockouts, and/or work stoppages, or other causes beyond ART CRAFT's reasonable control.

B. INDEMNIFICATION: ART CRAFT agrees to indemnify, hold harmless, and defend EXHIBITOR 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 ART CRAFT employees, or property damage arising out of work performed by labor provided by and supervised by ART CRAFT, except when EXHIBITOR exercises direction and/or control over the work being performed.

4. LABOR PROVIDED UNDER THE SUPERVISION OF EXHIBITOR:

A. RESPONSIBILITIES: EXHIBITOR shall be responsible for the performance of labor provided under this section. It is the responsibility of EXHIBITOR to supervise labor secured through ART CRAFT in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with ART CRAFT Safe Work Rules and/or Federal, State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management Rules and/or Regulations. It is the responsibility of EXHIBITOR to check in with the Service Desk to pick up labor, and to return to the Service Desk to release labor when the work is completed.

B. INDEMNIFICATION: EXHIBITOR agrees to indemnify, hold harmless, and defend ART CRAFT 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 ART CRAFT employees, and/or property damage arising out of work performed by labor provided by ART CRAFT but supervised by EXHIBITOR. Further, EXHIBITOR'S indemnification of ART CRAFT 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 ART CRAFT to work in a manner that violates any of the above rules, regulations, and/or ordinances.

MATERIAL HANDLING: GENERAL CONDITIONS AND POLICIES

CONTRACTUAL AGREEMENT

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- WHEN EXHIBITOR'S MATERIALS ARE DELIVERED TO ART CRAFT OR TO THE SHOW SITE FOR WHICH ART CRAFT IS THE OFFICIAL SHOW CONTRACTOR; OR
- WHEN ANY SERVICE, PAYMENT OR ORDER FORM IS SIGNED AND RETURNED TO ART CRAFT; OR
- WHEN ANY SERVICE OR EQUIPMENT ORDER IS PLACED BY AN EXHIBITOR WITH ART CRAFT; OR
- WHEN ANY WORK IS PERFORMED ON BEHALF OF EXHIBITOR, BY LABOR SECURED THROUGH ART CRAFT.

CONTRACTUAL TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH ART CRAFT. TERMS, CONDITIONS AND POLICIES MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH ART CRAFT.

DEFINITIONS

The term "Material Handling" shall be construed within the meaning of this contract as MATERIAL HANDLING and/or MATERIALS and/or FREIGHT HANDLING and/or FREIGHT and/or DRAYAGE for all purposes and circumstances, notwithstanding anything contained herein to the contrary.

- 1. CHARGES AND PAYMENTS :** Payment in full of all drayage charges must be made prior to delivery of equipment or execution of services, in **US Funds only**. All drayage charges from ART CRAFT are separate from any carrier charges you may incur. Under no circumstance will ART CRAFT be responsible for any freight carrier charges. Late shipment charges may apply for shipments requiring special delivery arrangements. Additional charges will be made on any shipments if they require RECRATING, PALLETING, BANDING or SPECIAL HANDLING. Special handling is defined as, but not limited to, shipments received or loaded out that cannot be unloaded/reloaded at the dock; or packed in such a way that would require additional handling and/or special equipment to unload/reload (i.e. double-decking, un-stacking, side door unloading/reloading, ground unloading/reloading).
- 2. TYPES OF FREIGHT:** ART CRAFT reserves the right, at EXHIBITOR'S expense, to refuse or re-route the following types of freight; hazardous materials, perishable materials, and any freight considered oversize or overweight by definition of ART CRAFT. Any additional expenses incurred by ART CRAFT to handle the above freight items will be charged to the EXHIBITOR.
- 3. PACKAGING AND CRATES:** ART CRAFT shall not be responsible for damage to loose, uncrated materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or materials improperly packed. In addition, ART CRAFT shall not be responsible for crates and packages which are unsuitable for handling, in poor condition, or have prior damage. Crates and packages should be of a design to adequately protect contents for handling by forklift and similar means.
- 4. INBOUND SHIPMENT:** Shipments will be received with PREPAID carrier charges only. Collect shipments will be refused. Standard shipping hours are M-F 8am to 4:30pm EST. All inbound shipments are required to have a bill of lading or delivery slip which includes the number of pieces, material description, weight and clearly marked with exhibiting firm name and booth number. Copies of these documents should be mailed to us in advance. Shipments received without required paperwork will be delivered to your booth without guarantee of piece count. Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to your booth and your arrival, and **during such time the materials will be left unattended**. ART CRAFT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER MATERIALS HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT SHOW SITE. ART CRAFT highly recommends contracting security services from Facility or Show Management.
- 5. EMPTY CONTAINERS:** Empty container labels are available at our service desk. Affixing labels to the containers is the sole responsibility of EXHIBITOR. All previous labels must be removed or obliterated. ART CRAFT assumes no responsibility for: Error in the above procedures; Removal of containers with old empty labels and without ART CRAFT labels; or improper information on empty labels. ART CRAFT WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS AND/OR THEIR CONTENTS DUE TO INCLEMENT WEATHER, OR ANY OTHER CAUSE, WHILE SAID ITEMS ARE IN EMPTY CONTAINER STORAGE.
- 6. OUTBOUND SHIPMENT:** All outbound shipments will be sent COLLECT OR PREPAID BY EXHIBITOR. Consistent with trade show industry practices, there may be a lapse of time between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier and **during such time the materials will be left unattended**. ART CRAFT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS BEFORE MATERIALS HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. ART CRAFT highly recommends contracting security services from Facility or Show Management. All Outbound Shipping Authorizations submitted to ART CRAFT by EXHIBITOR will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items listed by EXHIBITOR and the actual count of such items in the booth at the time of pick-up. If the EXHIBITOR designated carrier fails to remove your freight by the final move-out time, your shipments will be rerouted by ART CRAFT at your expense. ART CRAFT reserves the right to HOLD outbound freight until payment of all drayage invoices is satisfied.
- 7. ABANDONED FREIGHT:** ART CRAFT will remove only our equipment and items, which are consigned to us per written authorization, by the exhibiting firm(s) and Facility or Show Management (i.e. freight). Any other items left behind by exhibiting firms or Show Management, and not authorized for removal by us, shall be deemed "abandoned", and Facility Management will be notified in writing. Reasonable effort will be made to contact known owners of abandoned items; however, ART CRAFT will not be responsible for any loss, damage, delay, disappearance or liability whatsoever regarding freight deemed abandoned.
- 8. ART CRAFT'S RESPONSIBILITY:** ART CRAFT shall be responsible for only those services provided directly by ART CRAFT. ART CRAFT assumes no responsibility for any persons, parties, or other contracting firm not under ART CRAFT's direct supervision and control. ART CRAFT shall not be responsible for loss, delay, or damage due to strike, lockouts, work stoppages, natural elements, vandalism, acts of God, civil disturbances, power failure, explosion, acts of terrorism or war, other causes beyond ART CRAFT's reasonable control, nor for ordinary wear & tear in the handling of materials.
- 9. ART CRAFT'S LIMITS OF LIABILITY:**
 - A. CLAIMS FOR LOSS:** Claims for loss or damage must be filed within nine (9) months after the delivery of the property, except that claims for failure to make delivery must be filed within nine (9) months after a reasonable time for delivery has lapsed. In no event shall a suit or action be brought against ART CRAFT more than two (2) years and one day from the day when written notice is given by ART CRAFT to EXHIBITOR that the claim is disallowed. Receipt of shipment by consignee or the consignee's agent without written notification of damage or loss will be prima facie evidence that the shipment was delivered in good condition.
 - 1. PAYMENT FOR SERVICES MAY NOT BE WITHHELD:** In the event of any dispute between the EXHIBITOR and ART CRAFT relative to any loss, damage, or claim, such EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due to ART CRAFT for its services, as an offset against the amount of any alleged loss or damage.
 - 2. MAXIMUM RECOVERY:** If found liable for any loss, ART CRAFT's sole and exclusive remedy is limited to \$.50 per pound per article with a maximum liability of \$100.00 per item, or \$1,500.00 per shipment, whichever is less. When a declaration is made, liability shall in no event exceed the declared value of the shipment. **DECLARED VALUE AMOUNTS APPLY ONLY TO THE AIR SHIPMENT OF MATERIALS, AND NOT TO ANY OTHER SERVICES PROVIDED BY ART CRAFT INCLUDING, WITHOUT LIMITATION, MATERIAL HANDLING SERVICES.**
 - 3. BREACH OF CONTRACT OR NEGLIGENCE:** ART CRAFT'S LIABILITY SHALL BE LIMITED TO ANY LOSS OR DAMAGE WHICH RESULTS SOLELY FROM ART CRAFT'S NEGLIGENCE IN THE ACTUAL PHYSICAL HANDLING OF THE ITEMS COMPRISING EXHIBITOR'S SHIPMENT OR WHICH RESULTS FROM BREACH OF CONTRACT AND NOT FOR ANY OTHER TYPE OF LOSS OR DAMAGE. In no event shall ART CRAFT be liable to the EXHIBITOR or to any other party for special, collateral, exemplary, indirect, incidental or consequential damages, whether such damages occur either prior to or subsequent to, or are alleged as a result of tortious conduct, failure of the equipment or services of ART CRAFT 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 ART CRAFT 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 or interruption of business, or other consequential or indirect economic loss.
 - B. DECLARED VALUE:** Declared value is available only on AIR SHIPMENT. The value per pound for applying valuation charges shall be determined by dividing the shipper's declared value for carriage by the actual weight of the shipment.
 - 1. GROUND SHIPMENTS:** No declared value is available for ground shipments. If the shipper declares a value, they must ship by Air.
 - 2. DOMESTIC & INTERNATIONAL AIR SHIPMENTS:** When the shipper declares a value that exceeds \$.50 per pound per article with a maximum liability of \$100.00 per item, or \$1,500.00 per shipment, whichever is greater, an additional charge of \$0.85 per \$100.00 of excess valuation or fraction thereof, subject to a minimum charge of \$3.25 per shipment, will be assessed on the declared value.
 - 3. EXTRAORDINARY VALUE:** Notwithstanding the above limitations, all shipments, domestic and international, containing the following items of extraordinary value are limited to a maximum declared value of \$500.00.
 - a. Artworks and objects of art, namely original paintings, drawing, etchings, watercolors, tapestries or sculptures.
 - b. Clocks, jewelry, including costume jewelry, furs, and fur trimmed clothing.
 - c. Personal effect, including without limitation papers and documents.
 - 4. LIABILITY:** Liability for damage to shipments containing glass shall be limited to \$50.00. Shipments with a declared value exceeding \$50.00 will not be accepted. If inadvertently accepted, liability will be limited to \$50.00. Glass shipments include, without limitations: windshields, plate glass, ceramics, chinaware and light bulbs.
 - 5. MAXIMUM VALUES:** Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by us for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums.
- C. INDEMNIFICATION:** EXHIBITOR agrees to indemnify, forever hold harmless and defend ART CRAFT 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 attorneys' fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out of, contributed to or by and of the following:
 - EXHIBITOR'S negligent supervision of any labor secured through ART CRAFT, or the negligent supervision of such labor by any of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any exhibitor appointed contractor (EAC).
 - EXHIBITOR'S negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of EXHIBITOR'S employees, agents, representative, customers, invitees and/or any Exhibitor Appointed Contractor (EAC) at the show or exposition to which this contract relates.
 - EXHIBITOR'S violation of Federal, State, County or Local ordinances or the violation of Show or Facility Regulations and/or Rules as published and set forth by Facility and/or Show Management.
 - EXHIBITOR'S inclusion of illegal substances, hazardous materials or waste in any shipments placed with ART CRAFT and for the violation of the representations and warranties made regarding hazardous materials within this Agreement.
- 10. INSURANCE:** ART CRAFT is not an insurer nor provides insurance. Insurance for EXHIBITOR materials, shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide ART CRAFT with a release of subrogation to the extent of any insurance settlement received.
- 11. COLLECTION:** YOU agree to pay all costs of collection by ART CRAFT of any amounts due hereunder, including actual attorney's fees. YOU further agree that, in the event any action arising out of or related to the Agreement between YOU and ART CRAFT, and ART CRAFT prevails, YOU shall pay ART CRAFT its actual attorney's fees and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, ART CRAFT shall be entitled to recover its fees up to the maximum amount by state law.
- 12. JURISDICTION:** The Agreement is governed by the laws of the state where the ART CRAFT branch pertinent to the transaction is situated. Any action arising out of or related to the Agreement shall be brought, at ART CRAFT's discretion, either in a court with jurisdiction over the county in which the pertinent ART CRAFT branch is situated, in the county in which the project for which the goods are to be used is located, or in a court or before an arbitration panel where an action between ART CRAFT and a third party is pending which concerns the subject matter of the Agreement. To the extent allowed by law, YOU waive your right to a trial by jury in any action brought upon, or by reason of, the Agreement.
- 13. EXHIBITOR ACCEPTANCE OF ART CRAFT TERMS, CONDITIONS AND POLICIES:** EXHIBITOR, as a material part of the consideration to ART CRAFT for equipment rental, provision of labor, material handling and transportation services waives and releases all claims against ART CRAFT, its employees, agents, officers, and directors with respect to all matters for which ART CRAFT has disclaimed liability pursuant to the provisions of this contract. The EXHIBITOR acknowledges that he or she has read this agreement, understands it and agrees to be bound by its terms, and further agrees that it is the complete and exclusive agreement between the parties. The invalidity or enforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions herein.