



# PAYMENT & LABOUR

The terms and conditions set forth below become part of the contractual agreement between Levy Show Service Inc and you, the EXHIBITOR. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- ~ **WHEN THE METHOD OF PAYMENT FORM IS SIGNED; OR**
- ~ **WHEN AN ORDER FOR LABOUR, SERVICES, AND/OR RENTAL EQUIPMENT IS PLACED BY AN EXHIBITOR WITH LEVY SHOW SERVICE INC.; OR**
- ~ **WHEN WORK IS PERFORMED ON BEHALF OF EXHIBITOR BY LABOUR SECURED THROUGH LEVY SHOW SERVICE INC.**

## DEFINITIONS

"Levy Show Service Inc" ("LSS"), and any sub-contractors affiliated within the show. The term EXHIBITOR shall be construed within the meaning of this contract as the EXHIBITOR and/or its employees, agents, representatives, and/or any Exhibitor Appointed Contractor (E.A.C.).

## PAYMENT TERMS

Full payment, including any applicable tax, is due in advance or at show site. All payments must be in CDN. or U.S. Funds and all cheques must be drawn on a Canadian or U.S. Bank. Orders received without advance payment or after the deadline date will incur additional [After Deadline] charges as indicated on each order form. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of LSS except where specifically identified as a sale. All LSS rentals include delivery, installation and removal from EXHIBITOR's booth. In case of cancellation, a one-hour "per person, per hour" charge will be applied to all labour orders that are not canceled in writing at least 24 hours prior to the scheduled start time. If services have already been provided at the time of cancellation 100% of original fee will be applied. It is the EXHIBITOR'S responsibility to advise LSS Exhibitor Services personnel of any problem with any order, and to check invoices for accuracy prior to the close of the exhibit. If EXHIBITOR is exempt from payment of sales tax, LSS requires a British Columbia or Federal tax exemption number. For EXHIBITORS, LSS requires 100% prepayment of advance orders, and any orders or services placed at show site must be paid at the show. For all others, should there be any pre-approved unpaid balance after the close of the show, terms will be net, due and payable in CANADA, upon receipt of invoice. In the event of any dispute between EXHIBITOR and LSS relative to any loss, damage, or claim, such EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, or any partial payment, due to LSS relative to any services, as an offset against the amount of any alleged loss or damage. Any claim against LSS shall be considered a separate transaction, and shall be resolved on its own merits. LSS reserves the right to charge EXHIBITOR for the difference between the EXHIBITOR's estimate of charges and the actual charges incurred by the EXHIBITOR, or for any charges that LSS may be obligated to pay on behalf of the EXHIBITOR, including without limitation, any shipping charges.

## LABOUR PROVIDED UNDER THE SUPERVISION OF LSS

### RESPONSIBILITIES

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

### INDEMNIFICATION

LSS 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 LSS employees, or property damage arising out of work performed by labour provided by and supervised by LSS, except when EXHIBITOR exercises direction and/or control over the work being performed.

## LABOUR PROVIDED UNDER THE SUPERVISION OF EXHIBITOR

### RESPONSIBILITIES

EXHIBITOR shall be responsible for the performance of labour provided under this section. It is responsibility of EXHIBITOR to supervise labour secured through LSS 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 LSS Safe Work Rules and/or Federal, Province 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 the EXHIBITOR to check in with the Service Desk to pick up labour, and to return to the Service Desk to release labour when the work is completed.

### INDEMNIFICATION

EXHIBITOR agrees to indemnify, hold harmless, and defend LSS from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgements, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including any injury to LSS employees, and/or property damage arising out of work performed by labor provided by LSS but supervised by EXHIBITOR. Further, EXHIBITOR's indemnification of LSS includes any and all violations of Federal, Province or Local ordinances, "Show Regulations and/or Rules" as published and/or set forth by Facility or Show Management, and/or directing labour provided by LSS to work in a manner that violates any of the above rules, regulations, and/or ordinances.

### IMPORTANT

**PLEASE REFER TO LSS's MATERIAL HANDLING TERMS AND CONDITIONS FORM AS THEY RELATE TO MATERIAL HANDLING SERVICES. CONTRACTUAL TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH LSS. TERMS & CONDITIONS MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH LSS.**

# TERMS & CONDITIONS

