

## **CHICAGO FIRE DEPARTMENT RULES & REGULATIONS**

Exhibitors and retailers must refrain from smoking in the Market Suites at all times. This is for everyone's health and safety and is a Chicago fire department regulation.

By order of the Chicago fire department, and for everyone's safety, all fire department regulations must be adhered to. These rules and regulations are outlined below for your convenience, but all Tenants/Exhibitors are responsible for complying with all municipal, state, and federal laws, rule and regulations even if not listed below.

### **FIRE DEPARTMENT REPRESENTATIVES WILL INSPECT THE MARKET SUITES DURING MARKET.**

1. All materials used for draping or decorations must be labeled as FIRE RESISTANT or treated with a flame retardant solution to meet with a flame test as provided in the Municipal Code of Chicago Fire Prevention:

- a. The test shall consist of igniting and burning an ordinary wood match. When the match is burning freely, it shall be held in contact with the material or substance being treated.
- b. The test shall be conducted so that the naked flame of the burning match shall be neither aided nor retarded by draughts or currents of air.
- c. If the flame from the burning match does not ignite or cause the material or substance being tested to burn or cause said material or substance to carry a flame or glow upon the removal of the lighted match from the material or substance being tested, said material or substance shall be considered to have been treated with flame retardant solution in a satisfactory manner and said material or substance shall be considered as passing in a satisfactory manner the "standard test for scenery and decorations."

2. No hazardous display of any nature shall be permitted in any exhibition area. The above includes open flames— hot coals; LPG lighters; charcoal grills; flammable liquids; LPG cylinders; toxic liquids or gases; hazardous chemicals; or any hazardous liquids, solids or gas of a similar nature. Aerosol cans which have any flammable liquids or materials in them are prohibited in the building.

3. No storage of any nature is allowed in the Suites. All cartons, crates, containers, packing materials, etc. that are needed for repackaging purposes shall be removed from the Exhibit Floor and stored in approved storage rooms required by the Municipal Code of Chicago. One day supply of operational and advertising material may be stored within the market suite.

4. Maintain all main and cross aisles, corridors, exit areas, exit stairways, etc., at their required width at all times while the exhibition is open. No obstructions such as chairs, tables, displays, concessions, etc., shall be allowed to protrude into the aisles.

5. Dust covers for displays shall be of fire resistive materials or treated with a flame retardant solution that shall pass the standard flame test as provided in the Municipal Code of Chicago pertaining to fire prevention.

6. No smoking is allowed in the Market Suites. Smoking is permitted in designated and authorized areas only.

7. All umbrellas must be closed during non-market hours.

#### LIMITS OF LIABILITY AND RESPONSIBILITY FOR MATERIAL HANDLING SERVICES

##### **PLEASE READ CAREFULLY**

1. It is understood that Show Management, and its sub-contractors, are not insurers, that all risk property insurance must be obtained by the Exhibitor and that the amounts payable to Show Management hereunder are based on the value of the materials handling services and the scope of the liability as herein set forth and are unrelated to the value of the Exhibitor's property being handled. Since it is impractical and extremely difficult to fix the value of each shipment handled by Show Management, or its sub-contractors, it is understood that Show Management, and its subcontractors, do not provide for full liability should loss or damage occur. It is agreed that if Show Management, or its sub-contractors, should be found liable for loss or damage due to a failure to properly handle Exhibitor's property, the liability shall be limited to the specific article which was physically lost or damaged and such liability shall be limited to a sum equal to \$0.25 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 damaged and not a penalty, as the exclusive remedy; and that provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to property from performance or nonperformance of obligations imposed by the offering of material handling services to Exhibitors or from negligence, active or otherwise, of Show Management, its sub-contractors or employees.

2. Show Management, and its sub-contractors, 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.

3. Show Management, and its sub-contractors, are not, and cannot be, responsible for loss or disappearance of Exhibitor's materials after same have been delivered to Exhibitor's Market Suite.

a. Relative to inbound shipments, there may be a lapse of time between the delivery of shipments to the Market Suite by Show Management, or its sub-contractors, and the arrival of the representatives of the Market Suite, and during such time, the shipment will be left unattended in the Market Suite. Show Management, and its sub-contractors, shall not be responsible for any loss or damage which may occur during such period.

4. Similarly, Show Management, and its sub-contractors, cannot be responsible for disappearance of Exhibitor's materials before the materials are picked up from the Exhibitor's Market Suite for loading out after the show. All bills-of-lading covering outgoing shipments, which are given Show Management by Exhibitors, will be checked at the time of pickup from the Market Suite and corrections made where discrepancies exist.

a. Relative to outgoing shipments, it is possible that there will be a lapse of time between the completion of packing and the actual pick-up of materials from the Market Suites for loading onto a carrier, and during such time the shipment(s) will be left unattended in the Market Suite. Show Management, and its subcontractors, will adjust the quantities of items on any bill-of-lading submitted to Show Management, or its sub-contractors, to conform to the actual count of such items in the market suite at the time of pick-up.

5. Show Management, and its sub-contractors, shall not be responsible for loss, delay, or damage due to strikes, lockouts or work stoppage of any kind.

6. Show Management, and its sub-contractors, shall not be responsible for ordinary wear and tear in handling of equipment, nor for loss or damage due to fire, theft, windstorm, water, vandalism, acts of God, mysterious disappearance or other causes beyond their control.

7. Show Management, and its sub-contractors, shall not be responsible for crates and packaging, which are unsuitable for handling, in poor condition or having prior damage. Crates and packing should be of a design to adequately protect contents for handling by forklift and similar means. Show Management assumes no responsibility for loss or damage to crates and containers or their contents while said items are in storage.

8. Show Management, and its sub-contractors, shall not be liable to any extent whatsoever for any actual, potential or assumed loss of profits or revenues, or for any collateral costs, which may result from any loss or damage to an Exhibitor's materials which may make it impossible or impractical to exhibit same.

9. The Exhibitor agrees, in connection with the receipt, handling, temporary storage and reloading of our materials that Show Management, and its sub-contractors, will provide their services as our agent, and not as bailee or shipper. If any other employee of Show Management, or its subcontractors, shall sign a delivery receipt, bill-of-lading or other documents, we agree that Show Management, or its sub-contractors, will do so as the Exhibitor's agent, and the Exhibitor accepts the responsibility therefore.

10. In order to expedite removal of materials from the show site, Show Management shall have the authority to change designated carriers, if the carrier designated by the Exhibitor does not pick up on time. Where no disposition is made by the Exhibitor, materials will be taken to a warehouse to await Exhibitor's shipping instructions, and the Exhibitor agrees to be responsible

to pay for charges relating to such handling at the warehouse. No liability will be assumed as a result of such re-routing or handling.

11. We agree that all questions relating to classification of Exhibitor's materials, rates charged or weights used to determine material handling charges shall be submitted to Show Management office indicated on the invoice within 45 days of the receipt of the invoice. Complaints received after such period shall not be considered, and payment of the invoice shall be made in full.

12. Any and all claims and disputes must be reported immediately on-site and will not be accepted any later than 30 days after the incident.

13. In the event of any dispute between the Exhibitor and Show Management, or its sub-contractors, relative to any loss, damage, or claim, such Exhibitor shall not be entitled to and shall not withhold payment, or partial payment, due to Show Management for its services, as an offset against the amount of any alleged loss or damage. Any claim against Show Management shall be considered a separate transaction, and shall be resolved on its own merits.

14. Show Management shall have control of all traffic into and out of the building to prevent tie-ups at the lading platform, to keep aisles clear, and to provide orderly and efficient operation for the show as a whole.

15. UPS, Federal Express, and shipments of this style, as well as shipments received without the proper documentation or incorrect information, will be received. However, we will not be responsible for any missing pieces, damage or inaccurate counts.

16. The provisions of this section on Limits of Liability and Responsibility, shall be fully severable, and if any provision of this section shall be unenforceable Under the laws of any jurisdiction, such provision shall be considered deleted, without affecting any other provision of this section, and then shall be submitted for such unenforceable provision, a provision as alike as possible in tenor and effect as shall be enforceable.

17. Exhibitor agrees to indemnify, hold harmless and, at the request of Show Management from and against any loss, cost, damage, expense, claim, demand or liability (including reasonable costs of investigation and reasonable attorney's fees) arising out of or related to injury to person (including death) or damage to property caused by their negligence or willful misconduct, and the negligence or willful misconduct of their employees, agents and representatives, at the show to which this authorization relates.

**INSURANCE – BE SURE YOUR MATERIALS ARE INSURED** from the time they leave your firm until they are returned after the show. It is suggested that Exhibitors arrange all risk coverage. This can be done by "riders" to existing policies. Contact your insurance representative. **BE SURE YOUR LIABILITY INSURANCE IS IN EFFECT AT THE SHOW SITE.**

**PLEASE NOTE THE FOLLOWING...**

The consignment or delivery of a shipment to Show Management, or its subcontractors, by an Exhibitor, or by any shipper on behalf of the Exhibitor shall be construed as an acceptance by such Exhibitor (and/or other shipper) of the terms and conditions set forth in the previously mentioned Section 1 through 18.

**PAYMENT**

All exhibitors must be paid in full in accordance with their Exhibitor's Contract before they will be allowed to set up for the show.

Payment for all exhibition services rendered is required prior to the end of the show.

Show Management will accept payment by company check, VISA, MasterCard, or American Express. Checks should be made payable to MMPI.