

Material Handling Terms & Conditions

**PLEASE READ CAREFULLY! YOU ARE ENTERING A CONTRACT THAT LIMITS
YOUR POSSIBLE RECOVERIES IN THE EVENT OF LOSS OR DAMAGE.**

The terms and conditions set forth below are part of the contractual agreement between Blaine Event Services, Inc. and you, the EXHIBITOR. You, the EXHIBITOR, agree to and accept the terms and conditions of this contract when any of the following conditions are met:

1. The Estimated Freight Handling Charges form is signed; OR
2. Your, the EXHIBITOR'S, materials are delivered by your company or a commercial carrier designated by you to our warehouse or to a trade show / exposition site for which Blaine Event Services has been designated as the Official Show Contractor OR as a Subcontractor for the Official Show Contractor; OR
3. An order for labor and / or rental equipment is submitted by you, the EXHIBITOR, to Blaine Event Services.

1. **DEFINITIONS.** For interpretation of this contract Blaine Event Services, Inc., and their employees, officers, agents, directors, and assigned, affiliated companies, related entities including but not limited to any subcontractors Blaine Event Services Inc. may appoint shall be referred to as "BLAINE." The term "EXHIBITOR" means the exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractor ("EAC"). Further, it is hereby understood and agreed that the "EXHIBITOR" is in fact the "SHIPPER" for all purposes and circumstances notwithstanding anything contained in this contract to the contrary.

2. **PACKING AND CRATES.** BLAINE shall not be responsible for damage to loose, uncrated materials, padwrapped or shrink wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or materials improperly packed. In addition, BLAINE shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or having prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means.

3. **EMPTY CONTAINERS.** Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of the EXHIBITOR or his representative. All previous labels must be removed or obliterated. BLAINE assumes no responsibility for:

- Error in the above procedures
- Removal of containers with old empty labels & without BLAINE labels
- Improper information on empty labels

BLAINE WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAID ITEMS ARE IN EMPTY CONTAINER STORAGE.

4. **INBOUND SHIPMENT(S).** Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of EXHIBITOR or his representative, and during such time the materials will be left unattended. BLAINE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER SAME HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT SHOW SITE. BLAINE recommends the securing of security services from facility or show management.

5. **OUTBOUND SHIPMENT(S).** 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 booth for loading onto a carrier and during such time the materials will be left unattended. BLAINE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS BEFORE SAME HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. BLAINE highly recommends the securing of security services from facility or show management. All Material Handling Agreements submitted to BLAINE 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 on any agreement form submitted to BLAINE and the actual count of such items in the booth at the time of pickup.

6. **DELIVERY TO THE CARRIER FOR RELOADING.** BLAINE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER SAME HAVE BEEN DELIVERED TO EXHIBITOR'S APPOINTED CARRIER, SHIPPER, OR AGENT FOR TRANSPORTATION AFTER THE EVENT, INCLUDING A BLAINE DESIGNATED CARRIER IN ACCORDANCE WITH SECTION 7 BELOW. BLAINE loads the materials onto the carrier under directions from the carrier or driver of that same carrier. Any reloading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. BLAINE ASSUMES NO RESPONSIBILITY FOR LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS THAT ARISE OUT OF IMPROPERLY LOADED MATERIALS.

7. **DESIGNATED CARRIERS.** In order to expedite removal of materials from the show site, BLAINE shall have the authority to change designated carriers if the carrier designated by the EXHIBITOR does not pick up the shipment(s) in time. Where no disposition is made by EXHIBITOR, materials may be taken to warehouse to await EXHIBITOR'S shipping instructions and EXHIBITOR agrees to be responsible for charges relating to such rerouting and handling. IN NO EVENT SHALL BLAINE BE RESPONSIBLE OR LIABLE FOR ANY LOSS RESULTING FROM SUCH REROUTING DESIGNATION. EXHIBITOR hereby understands and agrees that the carrier's terms and conditions apply to their shipment once the materials have been accepted by said carrier. It is the responsibility of the EXHIBITOR to familiarize himself with these terms and conditions. BLAINE WILL NOT BE RESPONSIBLE OR LIABLE FOR FAILURE TO PROVIDE THESE CARRIERS TERMS AND CONDITIONS TO THE EXHIBITOR.

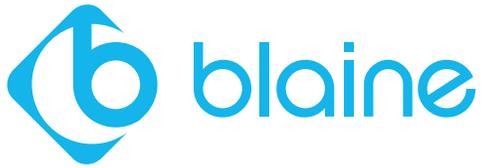
8. **BLAINE'S RESPONSIBILITIES.** BLAINE shall be responsible only for those services which it directly provides. BLAINE assumes no responsibility for any persons, parties, or other contracting firms not under BLAINE's direct supervision and control. BLAINE shall not be responsible for loss, delay, or 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 BLAINE's reasonable control, nor for ordinary wear & tear in the handling of materials.

9. **INSURANCE.** It is understood that BLAINE is not an insurer. Any insurance shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide BLAINE with a release and waiver of subrogation to the extent of any insurance settlement received.

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The Difference is People Who Care.



Material Handling Terms & Conditions (Cont'd)

10. CLAIM(S) FOR LOSS. EXHIBITOR agrees that any and all claims for loss or damage must be submitted to BLAINE immediately at the show site, and in any case no later than thirty (30) business days after the conclusion of the show or exposition. (For purposes of claim reporting, the "conclusion" of the show shall be construed as the time when EXHIBITOR'S materials are delivered to the carrier for transportation from the show site or from BLAINE'S warehouse.) All claims reported after thirty (30) business days will be rejected. In no event shall a suit or action be brought against BLAINE more than one year after the date of loss or damage occurred.

a. PAYMENT FOR SERVICE MAY NOT BE WITHHELD. In the event of any dispute between the EXHIBITOR and BLAINE 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 BLAINE for its services, as an offset against the amount of any alleged loss or damage. Any claims against BLAINE shall be considered a separate transaction, and shall be resolved on its own merits.

b. MAXIMUM RECOVERY. THE DECLARED VALUE DOES NOT APPLY TO THE SERVICES PROVIDED BY BLAINE. If found liable for any loss, BLAINE'S sole and exclusive MAXIMUM liability for loss or damage to EXHIBITOR'S materials and EXHIBITOR'S sole and exclusive remedy is limited to repair or replacement with like kind and quality, subject to a dollar amount limited equal to the amount paid by EXHIBITOR to BLAINE for material handling services during the show or expo under this contract.

c. BREACH OF CONTRACT AND/OR NEGLIGENCE ONLY. BLAINE'S liability shall be limited to any loss or damage which results solely from BLAINE'S NEGLIGENCE in the actual physical handling of the items comprising EXHIBITOR'S shipment(s) OR which results from BREACH OF THIS CONTRACT and not for any other type of loss or damage. In no event shall BLAINE 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, subsequent to, or are alleged as a result of tortious conduct, failure of the equipment or services of BLAINE 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 BLAINE has been advised 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(es).

11. JURISDICTION. THIS CONTRACT SHALL NOT BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN ORANGE COUNTY, CA.

12. INDEMNIFICATION. EXHIBITOR agrees to indemnify, forever hold harmless and defend BLAINE and their employees, directors, officers and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgements, and expenses (including but not limited to reasonable attorney's fees and investigation costs) on account of personal injury or death, damage to or loss of property or profits arising out of or contributed to, by any of the following:

*EXHIBITOR'S negligent supervision of any labor secured through BLAINE, 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, representatives, customers, invitees and/or any Exhibitor Appointed Contractor (EAC) at the show or exposition to which this contract relates, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of BLAINE'S equipment;

*EXHIBITOR'S violation of federal, state, county or local ordinances;

*EXHIBITOR'S violation of show regulations and/or rules as published and set forth by facility and/or show management.

13. MISCELLANEOUS. EXHIBITOR, as material part of the consideration to BLAINE for material handling services, waives and releases all claims against BLAINE, its employees, agents, directors and officers with respect to all matters for which BLAINE 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 unenforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions herein.



The Difference is People Who Care.



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RuPauls Drag Con
 Job # 160508

Advance Warehouse Shipment Deadline	April 29, 2016
1st Day of Direct Shipment Acceptance	May 5, 2016

Exhibitor: _____	Booth: _____
Address: _____	Phone: _____
City/ST/Zip: _____	Fax: _____
Authorized by: _____	Email: _____

The following are the Freight Handling rates for your event. **These charges are in addition to any freight bills that you will receive from your selected trucking company or common carrier.** Please find the rate(s) that best describe the shipment you are sending to the event. Use them to calculate your estimated charges from Blaine Event Services on the following page. **ALL SHIPMENTS WILL BE ROUNDED UP TO THE NEXT HIGHER 100 lbs. (cwt) INCREMENT.**

Please refer to the next page for explanations / definitions of shipment types and applicable surcharges. Please summarize these estimated charges on the next page (Estimated Freight Handling Charges). Listed rates cover both in and out handling. **Overtime in and out surcharges based on incoming weight only.**

Advance to Blaine Warehouse or Direct to Exhibit Hall Shipments (200 lb. minimum per shipment applies)

Crated or Skidded Shipment

Shipment Weight _____ cwt (100 lbs) x \$69.80 **per 100 lbs. = \$ _____

***Crated or Skidded - Special Handling Shipment**

Shipment Weight _____ cwt (100 lbs) x \$91.60 **per 100 lbs. = \$ _____

*Shipments of all crated exhibit materials received or shipped outbound by van lines, specialized carrier, UPS, FedEx, or any shipment without proper bill of lading and stated weight.

***Uncrated / Pad Wrapped Shipment**

Shipment Weight _____ cwt (100 lbs) x \$105.50 **per 100 lbs. = \$ _____

*Handling of all uncrated or pad wrapped exhibit materials.

Overtime Charges (200 lb. minimum per shipment applies)

All rates quoted above are based on "straight time" (8:00am to 4:30pm Monday thru Friday except holidays). All freight received at our warehouse and / or exhibit hall that is moved in or out **BEFORE 8:00am or **AFTER** 4:30pm on weekdays or **ANYTIME** Saturdays, Sundays or Union Holidays will be assessed the following overtime charges. *In and out rates based on incoming weight only.*

Crated or Skidded Shipment

Shipment Weight _____ cwt (100 lbs) x \$17.10 **per 100 lbs. = \$ _____

***Crated or Skidded - Special Handling Shipment**

Shipment Weight _____ cwt (100 lbs) x \$23.30 **per 100 lbs. = \$ _____

***Uncrated / Pad Wrapped Shipment**

Shipment Weight _____ cwt (100 lbs) x \$26.40 **per 100 lbs. = \$ _____

Small Package Shipments (25 lb. MAXIMUM per shipment)

Advance Warehouse Shipment (25 lb. max. per shipment)	\$55.90	\$ _____
Direct to Exhibit Hall Shipment (25 lb. max. per shipment)	\$52.80	\$ _____

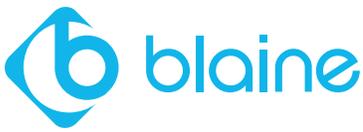
Outbound Shipments Special Requirements

Shrink-Wrap Pallet(s) (each) includes labor	S/T \$59.00	\$ _____	O/T \$93.90	\$ _____
Steel Banding (per lineal ft.)			\$1.30 ft.	\$ _____
Labor to Steel Band (per 1/2 hr.)	S/T \$49.10	\$ _____	O/T \$77.60	\$ _____

If your shipment is left on the show floor without proper documentation after the end of the designated move-out, your shipment will be returned to the BCS warehouse at the exhibitor's expense. Please notes that there is a 500 lb. minimum charge. Shipments not picked up or redirected with your carrier within 72 hours from the close of the show will be assessed a storage fee at a prevailing rate.

500 lb. minimum charge	\$178.50
Each Additionl 100 lbs.	\$35.70

It is the responsibility of the exhibitor to advise the Blaine Service Center representative of any problem with their order and to check their invoice for accuracy prior to payment at show site. Orders cancelled after delivery to your booth **will not be refunded. Absolutely no credits will be issued after the close of the show.**



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Exhibitor: _____ Booth: _____
 Address: _____ Phone: _____
 City/ST/Zip: _____ Fax: _____
 Authorized by: _____ Email: _____

The following are the Freight Handling Surcharges that may apply to your shipment. These are in addition to the rates listed on the previous FREIGHT HANDLING SERVICES form. Below is a list of definitions of freight handling charges and the conditions where surcharges may be applicable to your shipment.

Advance to Blaine Warehouse Shipment:

Shipments of common freight and crated exhibits that will be received up to 30 days prior to the scheduled exhibitor move-in date with free storage during this period. Shipments will be delivered to your exhibit space and at the end of the event, delivered to the loading dock to your vehicle or designated common carrier. This also includes removal, storage and return of empty crates as necessary. **The cut-off date for these shipments will be 4 working days prior to the scheduled exhibitor move-in date.** Some exceptions may apply. Please refer to the Show Fact Sheet included in this exhibitor manual. **Advance shipments received prior to or after these dates will be subject to an "OFF-TARGET" handling charge of an additional \$25.00 per cwt. The weight will be rounded up to the next 100 lbs. (cwt) (200 lb. minimum)**

Direct to Exhibit Hall Shipments:

Shipments of common freight and crated exhibits that will be received on the the scheduled exhibitor move-in day(s) at the exhibit hall loading dock. This shipment will be unloaded from exhibitor's vehicle or designated common carrier and delivered to your exhibit space and, at the end of the event, delivered to the to the loading dock to your vehicle or designated common carrier. This also includes the removal, storage and return of empty crates as necessary. The designated dates and times are specified in the Show Fact Sheet included in this exhibitor manual. **Direct shipments received anytime other than those dates and times will be subject to an "OFF-TARGET" handling charge of \$25.00 per cwt. The weight will be rounded up to the next 100 lb. (cwt) (200 lb. minimum)**

Shipments returned to Warehouse:

If, for any reason, your shipment(s) have to be returned to the Blaine warehouse after the end of the designated move out, a freight handling surcharge will be assessed at the rate listed on the previous page. Please note that there is a 500 lb. minimum charge. Shipments not picked up or redirected with your carrier within 72 hours from the close of the show will be assessed a storage fee.

Marshalling Yard Fee:

A marshalling yard may be required for the event you are participating in. If it is required, all commercial carriers will be directed to check in to the marshalling yard prior to going to the dock to unload. Privately-owned vehicles may be required, to check in also, depending on move-in schedule. **A fee (per shipment) will be added to your invoice if marshalling of your delivery vehicle is required .**

ESTIMATED Totals

Estimated Advance / Direct Freight Handling Charges	\$ _____
Estimated Overtime Charges	\$ _____
Estimated Surcharges	\$ _____
TOTAL ESTIMATED FREIGHT HANDLING CHARGES	\$ _____

This order must be accompanied with a signed Payment Charge Authorization form. By signing that form, you, the exhibitor, are agreeing with the Material Handling Terms and Conditions policy(s) contained within this exhibitor manual.

It is the responsibility of the exhibitor to advise the Blaine Service Center representative of any problem with their order and to check their invoice for accuracy prior to payment at show site. Orders cancelled after delivery to your booth **will not be refunded. Absolutely no credits will be issued after the close of the show.**



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RuPauls Drag Con
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Advance Warehouse Shipment Deadline	April 29, 2016
1st Day of Direct Shipment Acceptance	May 5, 2016

Exhibitor: _____ Booth: _____
 Address: _____ Phone: _____
 City/ST/Zip: _____ Fax: _____
 Authorized by: _____ Email: _____

All shipments, regardless of the method of transportation, **MUST BE PREPAID. COLLECT SHIPMENTS WILL NOT BE ACCEPTED.**
 Advance Warehouse "off-target" late shipments are subject to a surcharge (see below)

Advance Warehouse Shipping Address

THE LAST DAY YOUR FREIGHT WILL BE ACCEPTED IS: Friday, April 29, 2016

All shipments should be scheduled to arrive at our warehouse up to 30 days prior to the scheduled move-in date.
 Any shipment(s) arriving after this date will be charged a surcharge of \$25.00 per 100 lbs. (cwt) "off-target" receiving charge. All shipments should be addressed C/O BLAINE EVENT SERVICES.

Use this address to ship your freight to the Advance Warehouse

To:
 Name of Exhibitor AND Booth Number
For:
 RUPAULS DRAG CON
C/O:
 BLAINE EVENT SERVICES
 114 S. BERRY ST.
 BREA, CA 92821

Direct to Show Shipping Address

THE FIRST DAY YOUR FREIGHT WILL BE ACCEPTED IS: Thursday, May 5, 2016

Shipments sent directly to the facility will be received on the scheduled move-in day(s). Shipments arriving at the facility prior to the scheduled move-in will be refused. The facility does not have storage space for these shipments. All Direct to Show shipments must be consigned to BLAINE EVENT SERVICES.

Use this address if you are shipping your freight Direct to Show

To:
 Name of Exhibitor AND Booth Number
For:
 RUPAULS DRAG CON
 LOS ANGELES CONVENTION CENTER
 WEST HALL
C/O:
 BLAINE EVENT SERVICES
 1201 S. FIGUEROA ST.
 LOS ANGELES, CA 90015

Important Information - Please read

The **Material Handling Terms and Conditions Form** contains conditions that limits your, the exhibitor's, recoveries in the event of loss or damage to your shipment. Please read and understand these limitations prior to ordering your freight handling services.

All shipments should be insured by you, the exhibitor, from the time it leaves the original point of shipment to the destination designated on the outbound Bill of Lading.
 Shipments received without receipts or freight bills (such as UPS, FedEx, etc.) will be delivered to your booth without guarantee of condition or piece count. **Blaine Event Services** assumes no liability for such shipments. We will not be responsible for shipments left in the booth by the exhibitor. Abandoned outbound shipments will be counted and shipped as we find them as we are clearing the exhibit hall.

Blaine Event Services will not be responsible for damage to uncrated materials improperly packed, for any concealed damage, for loss or theft of materials after delivery to booth, or before picking up at the booth for loading out of the exhibit hall. In all these instances, **Blaine Event Services'** maximum limit of liability will be \$.30 per pound, per article per the agreement within the "Material Handling Terms and Conditions". At the close of the show, if your carrier fails to pick up or refuses to accept your shipment, **Blaine Event Services** reserves the right to re-route such shipment(s) or return to our designated warehouse pending advise from you, the exhibitor, a shipping destination and who will assume responsibility for the charges according to the service required. **Blaine Event Services** shall not be liable as a result of such re-routing or handling.

It is the responsibility of the exhibitor to advise the Blaine Service Center representative of any problem with their order and to check their invoice for accuracy prior to payment at show site. Orders cancelled after delivery to your booth **will not be refunded. Absolutely no credits will be issued after the close of the show.**



EXHIBIT MATERIAL

WAREHOUSE SHIPMENT

Deadline Date: Friday, April 29, 2016

To: _____
(Name of Exhibiting Company)

Blaine Event Services
114 S. Berry St.
Brea, CA 92821

Event: **RUPAULS DRAG CON**
Booth: # _____



RUSH



EXHIBIT MATERIAL

WAREHOUSE SHIPMENT

Deadline Date: Friday, April 29, 2016

To: _____
(Name of Exhibiting Company)

Blaine Event Services
114 S. Berry St.
Brea, CA 92821

Event: **RUPAULS DRAG CON**
Booth: # _____



RUSH



EXHIBIT MATERIAL

DIRECT TO SHOW SHIPMENT

For Delivery on: Thursday, May 5, 2016

To: _____
(Name of Exhibiting Company)

Los Angeles Convention Center
West Hall
c/o Blaine Event Services
1201 S. Figueroa Street
Los Angeles, CA 90015

Event: **RUPAULS DRAG CON**
Booth: # _____



RUSH



EXHIBIT MATERIAL

DIRECT TO SHOW SHIPMENT

For Delivery on: Thursday, May 5, 2016

To: _____
(Name of Exhibiting Company)

Los Angeles Convention Center
West Hall
c/o Blaine Event Services
1201 S. Figueroa Street
Los Angeles, CA 90015

Event: **RUPAULS DRAG CON**
Booth: # _____



RUSH