

April 2017

Dear Valued Exhibitor,

On behalf of the PHCC San Diego Board of Directors, thank you for your dedicated participation in our **25<sup>th</sup> Annual Industry Trade Show on Saturday, April 29, 2017 from 9am-3pm in Wyland Hall at the Del Mar Fairgrounds.** We humbly appreciate your company's support of the Plumbing-Heating-Cooling Industry and recognize that without you, there would be no PHCC!

#### This is Your Complete Exhibitor Confirmation Packet! Included are:

- Move-in / Move-Out Information
  - Event Terms & Conditions
- Electric Form from Edlen Electrical
- Furniture & Drayage Form from Raphael's Convention Services

# For a current floor map, seminar schedule, speaker profile and exhibitor list, please visit our website at:

www.phccsd.org/industry-expo

We appreciate you and your staff abiding by the Exhibitor Guidelines as detailed in the following pages. Everything you need to know about the show starts on the next page!

#### PHCC Trade Show Move-In & Move-Out Schedule

#### **MOVE-IN:**

Friday, April 28<sup>th</sup> 1:00pm-7:00pm Commercial Vehicles - 1pm-3pm only Booths - 1pm-7pm

#### **MOVE-OUT:**

Saturday, April 29<sup>th</sup> 3:00pm-7:00pm Avoid Penalties! Do NOT Tear Down Booths before 3pm Commercial Vehicles: Saturday, April 29 - 5pm-7pm



#### **EVENT TERMS & CONDITIONS**

#### **EVENT MANAGEMENT**

PHCC San Diego 25<sup>th</sup> Annual Industry Expo ("Expo Program") is managed by The Plumbing-Heating-Cooling Contractors Association of San Diego, Inc. ("Management"), which has secured a license to use buildings on the Del Mar Fairgrounds property located at 2260 Jimmy Durante Blvd., Del Mar, CA (DMF). An "Exhibitor" is an approved applicant participating in the Expo Program. Notices, questions or communication regarding the Expo Program can be sent to:

Bonni Parsons Mitchell, Executive Director PHCC San Diego Chapter 9920 Scripps Lake Drive #102, San Diego, CA 92131 (858) 693-3855 | <u>bonni@phccsd.org</u> | www.phccsd.org

#### SHOW HOURS AND LOCATION

Exhibitors are required to keep at least one attendant in its assigned booth during all show hours, or be subject to removal of the exhibit from the show at Exhibitor's expense. The Exhibit Hall is locked during non-exhibit hours. The official show schedule is as follows:

Show Date:	Saturday, April 29, 2017					
Show Times:	Expo Hall Open 9:00am - 3:00pm					
	VIP Reception *	3:00pm - 4:30pm				
Location:	Del Mar Fairgrounds   Wyland Hall & Activity Cen					
	2260 Jimmy Durante Blvd., D	el Mar, CA 92014				

\* The VIP After-hours Reception is by invitation only. Exhibitor may receive up to (2) tickets for the event.

#### **MOVE IN / MOVE OUT**

Exhibitors will have access to the exhibit area on the following dates/times:

Move In:	Friday, April 28, 2017	1:00pm - 7:00pm	
	Commercial Vehicles	1:00pm - 3:00pm only	
	Saturday, April 29. 2017	7:00am - 8:30am	
Move Out:	Saturday, April 29, 2017	3:00pm - 7:00pm	
	Commercial Vehicles	5:00pm -7:00pm only	

To maintain the integrity of the show, an Exhibitor that vacates its assigned booth, or begins tear down pre-emptive to the posted close of the Exhibit Hall may be assessed a Penalty Fee of up to \$200. Management is not responsible for materials left after posted Move-Out period. Materials left in exhibit hall will be disposed of by Management at Exhibitor's expense if necessary.



#### YOUR BOOTH INCLUDES:

- 6-foot skirted table with (2) chairs, (1) wastebasket
- Black pipe & drape surrounding your booth
- Hanging sign with your company name and booth number

Additional furniture and accessories can be purchased through our third party vendor listed below.

#### THIRD PARTY SERVICES

Third party services at the Del Mar Fairgrounds must be performed by approved service providers. Your Expo partners for electrical, furniture and drayage/shipping are as follows:

#### **Electrical Services:**

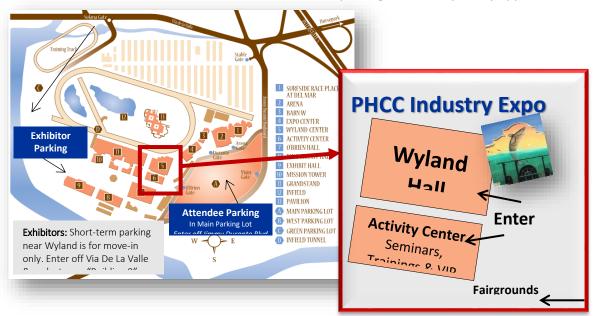
Service Provider:	Edlen Electrical Exhibition Services
Contact:	Heidi Alcantara
Phone/Email:	619.696.6625   SanDiego@Edlen.com
Website:	www.edlen.com

#### Furniture & Drayage/Shipping:

Service Provider:	Raphael's Convention Services
Contact:	Emily Paraskevin
Phone/email:	858.689.7368 Emily@Raphaels.com
Website:	www.Raphaels.com

#### DMF MAP AND PARKING

The Del Mar Fairgrounds will be very busy with multiple shows (including **family-friendly Kids Expo**) Friday and Saturday, April 28-29. Parking is limited near Wyland Hall for short-term unloading and loading during move-in and move-out hours only. Day parking is located adjacent to Building 9, "Exhibitor Hall". Enter DMF off Via De La Valle. The DMF parking fee of \$10 per day applies.



PHCC San Diego Industry Expo – Exhibitor Confirmation Packet



#### **EXHIBITOR BADGE REGISTRATION**

Please register all booth personnel. Currently, exhibitor badge registration is done by either contacting the PHCC San Diego office (858.693.3855 or <u>bonni@phccsd.org</u>) or online at: <u>https://phccsandiego.app.memberzone.org/ap/Events/RegisterEventExhibitor/ep03Odr2</u>

You may register up to 10 people to represent your company at the Expo. If you have additional guests, please register them free of charge as an attendee here: <u>www.phccsd.org/industy-expo</u>.

#### **INTERNET ACCESS**

Del Mar Fairgrounds provides Internet Access free of charge to Exhibitors within Wyland Hall and the Activity Center. You will have information the day of the event on a wireless connection for your booth. Please ensure you have ordered electricity via Edlen Electrical (see their forms within this packet).

#### SHOW THEME & BIRTHDAY CELEBRATION

This year, the PHCC San Diego celebrates its 125<sup>th</sup> year as a chapter in San Diego County. Our founding members made their way to Saint Louis in 1892 to establish our chapter under the National Association of Master Plumbers, which later became the PHCC. And, this is our 25<sup>th</sup> year of hosting an annual expo.

We're promoting a theme of "25s". We encourage you to offer attendee any helpful information or specials in increments of 25, such as:

- 25% Off Show-Only Specials
- 25 Ways to Wow Your Customers
- 25 Industry Trends
- \$25 gift certificate toward your services
- Help Celebrate the PHCC 125<sup>th</sup> Birthday!



#### **BINGO CARD**

If you are participating in the Expo Bingo Card, you will receive a PHCC Birthday Stamp upon check-in. Make sure to stamp your company's logo on the Card for Attendees visiting your booth. Attendees that receive stamps on every participating Exhibitor's logo are eligible for a special end-of-day raffle.

#### **COMMERCIAL TRUCKS**

Exhibition of vehicles powered by internal combustion gasoline engines inside DMF buildings require: a) The fuel tank be no more than 1/4 filled and gas cap taped in place to deter removal; b) Batteries must be disconnected and its terminals taped with electrical tape; c) Vehicles must be inspected by Show Management, and d) Management must retain a key to vehicle while it is parked in Expo Hall.

#### HOTEL INFORMATION

The closest hotel to the Del Mar Fairgrounds is the Hilton Del Mar, which is within walking distance to the Expo. Contact Hilton Del Mar at: (858) 792-5200 | 15575 Jimmy Durante Blvd, Del Mar, CA 92014 or www.delmarhilton.com. Otherwise call our office for information about other hotels in the area.



#### **GENERAL AGREEMENT BETWEEN MANAGEMENT & EXHIBITOR**

Exhibitor and Management acknowledge the submission of Exhibitor's Reservation Form and partial payment of an assigned booth constitute the contract for Exhibitor participation. Violations of any of the Event Terms and Conditions herein shall entitle Management to exclude Exhibitor from Expo and seek remedies for damages caused by such violations, including reasonable attorney's fees. Exhibitor to comply with Event Terms and Conditions relating to the officially designated show contractors, the facility and all federal, state and local governmental authorities.

#### CONDITIONS OF PAYMENT

Full payment for booth space is due by March 31, 2017. Exhibitor cancellations prior to that date can be refunded at 50% of fee paid. All cancellations must be made in writing. No refunds on exhibit space cancellations will be made on or after April 01, 2017. Any exhibitor that does not meet financial obligations with regards to this contract will be responsible for all outstanding debt as, as well as attorney and collection fees related to these debts.

#### **BOOTH OCCUPANCY**

Exhibitor agrees not to assign, sublet, share, or apportion space or any part thereof to another company, nor exhibit, advertise, or offer for sale goods other than those manufactured or sold by the exhibiting company in the regular course of business. Exhibitors are not allowed to trade booth spaces. The original Reservation Form file with Management denotes which exhibitor is entitled to any given space. An exhibitor failing to notify Management of their inability to occupy a contracted space by 10:00am, Saturday April 29th, 2017, is obligated to pay full cost of such space. At such time, Management will regard the space as canceled and fill it with any other exhibitor or activity as it sees fit.

#### **CANVASSING / SALES SOLICITATIONS**

Exhibitors agree, subject to expulsion of their exhibit from the show, not to exhibit their products outside the Expo Hall during the exposition. Exhibitor agrees not to conduct any activity that would induce visitors to leave the exhibit building during show hours. Exhibitors are not permitted to hand out promotional items in aisles or common areas inside and/or immediately surrounding the Expo Hall.

#### SELLER'S PERMIT

Exhibitors selling merchandise or taking orders (on wholesale or retail basis) must retain a valid California State Seller's Permit while in Expo Hall during posted show hours, or show proof Exhibitor is not offering for sale any merchandise subject to sales tax.

#### **DISPLAY & PROMOTIONAL RESTRICTIONS**

All products, services, or literature displayed must fit within the allotted booth space (i.e. 10 x 10 booth). Electrical power is available at Exhibitor's expense. Exhibits may not interfere with foot traffic or other exhibits, including line of sight. No furniture beyond that provided by Management's Convention Services provider is permitted. Management reserves right without recourse to prohibit any portion of an exhibit, which, in its opinion, is not suitable, or in keeping with the character of the Expo. This reservation of rights by Management applies to persons, things, conduct, printed matter, catalogs, and any other material relating to or affecting the Expo Program. Distribution of samples, souvenirs and printed matter may not interfere with adjoining Exhibitors and is conducted in a dignified manner within confines of the exhibit booth.



#### **GENERAL EXHIBITOR GUIDELINES**

- 1) All exhibitor personnel must wear registration badges during posted Expo hours;
- 2) Locking or removing valuables when you are away from your booth is recommended;
- 3) Decorations and signage shall be flame retardant to satisfaction of a State Fire Marshal;
- 4) Exhibitor shall not assume or promote that Management endorses or approves Exhibitor's products or services unless pre-approved written permission has been given;
- 5) No outside food or beverage is allowed inside the facility without prior consent by Management
- 6) No items may be thrown at any time from exhibit booth(s);
- 7) No open flames are allowed in any DMF building;
- 8) Posting, taping or tacking signage or helium balloons to any walls or woodwork is not permitted;
- 9) Distribution of promotional gummed stickers or labels is strictly prohibited;
- 10) Management cannot accept, or be responsible for, any deliveries to exhibitor;
- 11) Furniture, trash, boxes and other such items may not be moved into aisles during show hours;
- 12) Use of flammable gases (Acetylene, Hydrogen, Propane, Butane and L.P.G.) is strictly prohibited;
- 13) Firms and representatives of firms not assigned exhibit space are prohibited from soliciting business in any form in the exhibition area. Violators of will be promptly ejected from Expo Program;
- 14) Use of loudspeakers or audio or video equipment shall not interfere with adjacent Exhibitors;
- 15) Exhibitors shall not hold meetings or events that conflict with the Expo Program;
- 16) Exhibitor shall not use the exhibit area in conflict with any law, ordinance, rule or regulation of any governmental authority; in any manner, which constitutes waste or nuisance; or any manner which causes injury to persons or property.

#### SMOKING

As of January 1, 1994, there is NO SMOKING within 20 feet of the main exit or entrance to any stateowned, state occupied, or a state-leased building or such a building, of which is the case with Activity Center and Wyland Hall at the Del Mar Fairgrounds.

#### LOST & FOUND ARTICLES

Management is not responsible for items left at the end of the Expo. Lost and found items during Move-In, Show Hours or Move-Out Hours can be reported, stored or retrieved at Management's onsite booth.

#### INSURANCE

Property of Exhibitor is understood to remain under its custody and control in transit to and from, and within confines of exhibit area. Exhibitor shall maintain insurance covering Exhibitor's property.

#### **EXHIBITOR IINFORMATION**

Management may use the information supplied by an Exhibitor on Exhibitor's Application/Contract as part of Management's marketing, advertising and other information materials, or in promotional materials for the Expo or other PHCC San Diego Chapter activities, including the capture of still photography, and the collection of audio or visual images of exhibitors and their products or services, or their interaction with attendees. By providing your phone number and/or email address you are giving Management and its affiliates consent to communicate with you through these media.



#### FORCE MAJEURE

In the event the Expo or any part of the exhibit area is unavailable, whether for the entire event, or a portion of the event as a result of wind, fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, acts of war, strike, lockout, labor dispute, riot or any other cause or agency over which Management has no control, or should Management decide that because of any such cause it is necessary to cancel, postpone, or re-site the Expo or reduce the exhibit time, Management shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.

#### LIABILITY

Exhibitor hereby assumes responsibility for and agrees to indemnify, save and hold harmless, Management and DMF, and each of their managers, officers, directors, members, sponsors, employees, agents, successors and assigns from and against any loss, damage, claim, liability and expense (including reasonable attorneys' fees), including personal injury or property damage or loss, arising out of or in connection with Exhibitor's participation in the Expo, except exhibitor is not responsible to an indemnity for the indemnities gross negligence or willful misconduct. Exhibitor understands that neither Management nor DMF maintain insurance covering exhibitor's property and it is the sole responsibility of Exhibitor to obtain such insurance.

#### INDEMNIFICATION

Exhibitor shall indemnify and hold harmless Management, DMF, and their respective officers, directors, agents and employees from and against liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney's fees) for personal injury, death, or damage to or loss of property arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the exhibitor, its employees, agents, contractors, members, exhibitors, patrons, or invitees. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or willful misconduct of the entity or person seeking indemnification.

#### AMENDMENTS

Any matters not specifically covered by the preceding rules and regulations shall be determined by Management in its sole discretion. Management shall have full power to interpret, amend and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of the Exhibitor. Each Exhibitor, for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

#### ELECTRICAL ORDER FORM Advance Payment Deadline Date: 04/08/17

EM



SanDiego@edlen.com

# COMPANY:BTH #EVENT:PHCC SD TRADESHOW 2017FACILITY:DEL MAR FAIRGROUNDSDATES:APRIL 29, 2017EVEN

EVENT #047012SD

#### FOR YOUR CONVENIENCE PLACE YOUR ORDER ONLINE AT WWW.EDLEN.COM

#### ORDER INSTRUCTIONS

#### **120 VOLT POWER DELIVERY**

The cost of 120-Volt outlets includes delivery to one location in island booths and to one location at the rear of inline or peninsula booths. If you require the outlets to be distributed to any other location, material and labor charges apply. There is a minimum charge of 1 hour for installation & 1/2 hour for removal. Complete and return the Electrical Labor Order Form along with a floor plan layout of your booth space indicating outlet locations.

#### **ISLAND BOOTHS**

Include a floor plan layout of your booth space indicating all outlet locations with measurements and orientation. If a main power drop/delivery location is not indicated on the floor plan, Edlen will deliver to the most convenient location.

#### 208/480VOLT SERVICES

If you require 208 volt or higher services please call for a quote. Edlen electricians must make all high voltage connections and disconnects. This is done on a time and material basis. Please complete the Electrical Labor Order Form to schedule your estimated connection time and return it with this order form.

#### **24 HOUR SERVICES**

Electricity will be turned on within 30 minutes of show opening and off within 30 minutes of show closing, show days only. If you require power at any other time order 24 hour power at double the outlet rate.

#### LIGHTING

Overhead lights are installed on time and material basis. In the event 1000 watt overhead quartz lights cannot be mounted to existing catwalks in the convention hall, lift charges will apply. Call for quote. Pole lights are installed at rear or side rail of inline booths. Time and material applies to all other locations.

Form 120-08-2015

ELECTRICAL OUTLETS	Approximately 1	20V/208V A.C. 60	Cycle - Price	es are for entir	e event
120 VOLT	QTY Show Hours Only	<b>QTY</b> 24hrs/day Double rate	ADVANCE PAYMENT PRICE	REGULAR PAYMENT PRICE	TOTAL COST
500 WATTS (5 AMPS)			94.00	141.00	
1000 WATTS (10 AMPS)			156.00	234.00	
1500 WATTS (15 AMPS)			182.00	273.00	
2000 WATTS (20 AMPS)			209.00	314.00	
MISC. REQUIREMENTS					
				-	
				-	

LIGHTS (Cost of Arm & Pole lights include power and 1 hour labor to install and remove)								
ARM LIGHT	120.00	180.00						
8' POLE LIGHT WITH 1 FIXTURE	119.00	179.00						
8' POLE LIGHT WITH 2 FIXTURES	148.00	222.00						

MATERIAL RENTAL (Exhibitor must pick up items at electronic sector)	ctrical service center on show site)
15' EXTENSION CORD	26.00
POWER STRIP	26.00
ELECTRICAL LABOR	
ST (Mon-Fri, 8am-4:30pm, excluding holidays)	106.00
OT (Mon-Fri, 4:30pm-8am, Sat, Sun & holidays)	212.00
LIFT (Only required if outlets are dropped from	007.00

FI (Only required if outlets are dropped from	n
verhead. Cost does not include operator.)	

227.00

		PLACE TOTAL HERE		
me vatt ted iall, ole	PRINT NAME:			
	AUTHORIZED SIGNATURE: DATE:			
	EMAIL: PHONE:			
of ies	<b>TERMS &amp; CONDITIONS:</b> I agree in placing this order that I have accepted Edlen's payment policy and the terms and conditions of contract.			

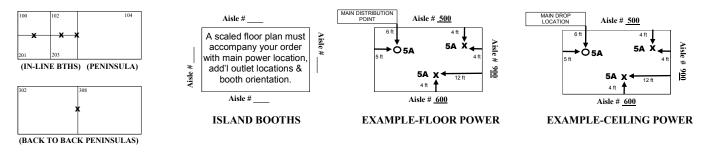
The "Method of Payment" form must be completed and returned with this order form.

#### **TERMS & CONDITIONS**

- 1. Order with payment & floor plan (for island booths or any booth requiring distribution of electrical services) must be received no later than the deadline date on the front of this form for advance payment rates to apply. Orders faxed or mailed without payment and required floor plan will not be guaranteed advance rates. Orders received after the deadline date will be charged at the regular rate. A purchase order or photocopy of a check are not considered valid forms of payment for securing advanced rate.
- 2. In the event order totals are calculated incorrectly, Edlen reserves the right to make the necessary corrections and charge the corrected amount. Exhibitors will be notified by email or fax of any such corrections.
- Outlet rates listed include bringing the services to one location in island booths and to one location at the rear of in-line and peninsula booths.
- 4. Outlet rates listed **do not** include the connection of any equipment, special wiring, or distribution of the outlets to other location's within the booth space. Distribution to all other locations *regardless of booth type* require labor and is performed on a time and material basis. Exhibitors are invited to contact the local Edlen office to discuss any additional costs that may be incurred.
- 5. A separate outlet must be ordered for each location where an electrical service is required. 5 amps or 500 watts is the minimum amount of power that can be ordered for any one location. Power must be ordered according to peak amperage ratings.
- 6. Island booths If a floor plan showing main power location is not submitted to Edlen prior to our first move-in date, Edlen will deliver the power to the most convenient location.
- 7. Labor rates are based on current wage scales and are subject to change in the event of a wage increase after rates have been published. A minimum charge of (1) hour labor will apply for all installation work. The removal of this work will be charged a minimum of 1/2 hour or 1/2 the total time of installation.
- 8. In the event 1000 watt overhead quartz lights cannot be mounted to existing catwalks in the convention hall, lift and labor charges will apply. Please contact our local office to discuss any additional charges.
- 9. Edlen employees are authorized to cut floor coverings when essential for installation of services unless otherwise directed.
- 10. Edlen is the exclusive provider of all material and equipment used in the distribution of temporary electrical services throughout the exhibit hall including the exhibitors booth space. This material is provided on a rental basis ONLY and remains the property of Edlen. It shall be removed only by Edlen employees.
- 11. Any extension cords or power strips ordered on the front of this form should be picked up at the service desk. Credit will not be not issued for unused items.
- 12. Standard wall and other permanent building utility outlets or sockets are not part of a booth space and may not be used by exhibitors unless electrical services have been ordered through Edlen.
- 13. All equipment regardless of source of power, must comply with federal, state and local codes. Edlen reserves the right to inspect all electrical devices and connections to ensure compliance with all codes, for which labor charges can be incurred. Edlen is required to refuse connections where the Exhibitor wiring or equipment is not in accordance with electrical codes.
- 14. All electrical equipment must be properly tagged and wired with complete information as to the type of current, voltage, phase, cycle, horsepower, etc., required for operation.
- 15. All Exhibitors' cords must be a minimum of 14 gauge, 3 wire and grounded. Two (2) wire extension cords are not allowed. All exposed, noncurrent carrying metal parts of fixed equipment which are liable to be energized, shall be grounded.
- 16. Payment in full must be rendered during the event. Exhibitors ARE NOT billed for services provided. Services may be interrupted if payment is not received.
- 17. Credit will not be given for services installed and not used. All orders are subject to a 25% cancellation fee if cancelled in writing & received by Edlen within 14 calendar days prior to show opening. Except sales tax, Edlen will not refund overpayment in amounts less than \$50.00 unless specifically requested in writing.
- 18. Claims will not be considered or adjustments made unless filed in writing by Exhibitor prior to the close of the event.
- 19. Exhibitor holds Edlen harmless for any and all losses of power beyond Edlen's control, including, but not limited to, losses due to utility company failure, permanent power distribution failure, power failure caused by vandalism, faulty Exhibitor equipment or overloads caused by Exhibitor.
- 20. It is agreed that in the event it becomes necessary to turn this matter over to an attorney for collection, or to file a lien, or foreclosure, or otherwise, Exhibitor will pay Edlen its attorney fees or applicable agency fees.
- 21. A service charge of 1.5% per month on any unpaid balances will be assessed starting 10 days after date of invoice. A \$25.00 service charge will be assessed for all returned checks and credit cards. Exhibitor agrees to reimburse Edlen for all applicable rental taxes.
- 22. By signing this and/or the Method of Payment form, exhibitor hereby agrees to all terms and conditions on this order form.

#### COMMONLY ASKED QUESTION - WHERE WILL MY OUTLET BE LOCATED?

Outlets are located as depicted below for inline & peninsula booths. All other locations require labor on a time & material basis. Exhibitors with hard wall booths must make arrangements with Edlen to bring power inside the booth on a time and material basis.



FOR OTHER COMMONLY ASKED QUESTIONS VISIT OUR WEBSITE @ WWW.EDLEN.COM OR CALL THE NUMBER ON THE FRONT OF THIS FORM

#### ELECTRICAL LABOR FORM

#### (Complete & return with the electrical order form if applicable)



COMPANY:		BTH #
EVENT:	PHCC SD TRADESHOW 2017	
FACILITY:	DEL MAR FAIRGROUNDS	
DATES:	APRIL 29, 2017	EVENT #047012SD

### **ELECTRICAL JURISDICTION**

The work described below falls within the jurisdiction of the electrical union and cannot be performed by any other union, I&D house or exhibitor. Please feel free to contact our office for clarification of scope of work.

	ELECTRICAL LABOR IS REQUIRED FOR THE FOLLOWING WORK						
Ī	1. Electrical distribution under carpet	6.	Overhead power distribution				
	2. Data/network cable under carpet	7.	Overhead coaxial (network) cable distribution				
	3. Connection of all 208V or higher services	8.	Assembly & Installation of lighting hung from truss or ceiling				
	4. Wiring of overhead signs	9.	Hardwiring of any electrical apparatus				
	5. Installation of lighting requiring tools for installation						

#### **ELECTRICAL DISTRIBUTION UNDER CARPET - PLEASE COMPLETE**

Island booths MUST complete the information below. Inline and peninsula booths only need to complete this information if they require power at any other location than the rear of their booth space. Complete the next page of this form for all other electrical installation needs.

1. Island Booths should provide the following information on their floor plan or Electrical Layout Form:

- A. Provide exact outlet locations with dimensions and must be to scale. The power required at each location should be noted.
- B. Floor plan must reflect booth orientation. Please note surrounding booth or aisle numbers.
- C. Identify a main power location. Power is distributed from that point. Power may come from the ceiling.
- 2. Inline or Peninsula booths should provide the same information with the exception of main power location. Your main power location will be located at the rear of your booth space.

3. Date you will begin building your booth \_\_\_\_\_\_ Estimated time \_\_\_\_\_

4. Are you renting your carpet through the decorator Yes\_\_\_\_\_ No \_\_\_\_\_ Bringing own \_\_\_\_\_\_

5. Show Site Contact with authority to make additions or changes to your order:

Contact Name

Contact Company \_\_\_\_\_

Contact Cell # \_\_\_\_\_

- 6. By providing this information, it allows Edlen the opportunity to expedite your move-in by having your power distribution complete prior to your scheduled move-in time. Please note that Edlen will make every attempt to complete the work prior to your arrival. Material and labor charges will apply. There is a minimum 1 hour installation cost and a 1/2 hour dismantle cost.
- 7. Credit card information must be on file before any labor begins in your booth space. Please provide this information on the method of payment form.

## SCHEDULE ALL OTHER ELECTRICAL LABOR ON NEXT PAGE

#### ELECTRICAL LABOR FORM

#### (Complete & return with the electrical order form if applicable)



SanDiego@edlen.com

Evennela

COMPANY:BTH #EVENT:PHCC SD TRADESHOW 2017FACILITY:DEL MAR FAIRGROUNDSDATES:APRIL 29, 2017EVENT #047012SD

#### SCHEDULE ALL OTHER ELECTRICAL LABOR BELOW EXCEPT DISTRIBUTION UNDER CARPET

If you require any additional electrical work in your booth, please provide us with a production schedule with the dates, times, number of men required and the type of work requested. This will assist us in accommodating your labor needs.

<u>Ехан</u>										
Day	Monday	Date	1/5	# Men	4	Time	8:00 AM	Work required	Assemble & hang truss/lights	
Day	Tuesday	Date	1/6	# Men	1	Time	12:30 PM	Work required	Wire electric sign	
								_		
Day		Date		# Men		Time		Work required		
Day		Date		# Men		Time		Work required		
Day		Date		# Men		Time		Work required		
Day		Date		# Men		Time		Work required		
Day		Date		# Men		Time		Work required		
								-		

SHOW SITE SUPERVISOR								
Contact Name:	Company:							
Cell Number:	Email address:							

#### **ELECTRICAL LABOR/LIFT RATES & RULES**

Please be advised that labor start times cannot be guaranteed. If no time is provided, work will be performed on a firstcome, first-served basis. A representative must come to Edlen's Labor Desk prior to each individual labor call to confirm the booth is ready for such labor. If labor is dispatched at the requested time and no "exhibitor supervisor" is available, a minimum 1/2 hour labor charge per electrician will apply. A minimum labor charge of 1 hour will apply per man for installation. Dismantle time will be calculated at 1/2 of the total installation time.

#### LABOR RATES

Monday-Friday 8:00 AM - 4:30 PM, excluding holidays

Monday-Friday 4:30PM - 8:00 AM, all day Saturday, Sunday & Holidays

#### LIFT RATES

Lift ..... 227.00 per hour

Lift charges will apply to for all overhead work such as: light installation overhead, power or data cable distribution overhead, hanging signs, etc. Lift cost does not include operator.

#### PLEASE PROVIDE CREDIT CARD INFORMATION ON THE METHOD OF PAYMENT FORM

Credit card information must be on file before any of the requested labor is performed

#### METHOD OF PAYMENT FORM Advance Payment Deadline Date: 04/08/17

EVENT:



#### **COMPANY:** BTH # PHCC SD TRADESHOW 2017

**ELECTRICAL EXHIBITION SERVICES** 1844 Imperial Avenue, San Diego, CA 92102 Ph: (619) 696-6625 Fax: (619) 696-7762 SanDiego@edlen.com

**DEL MAR FAIRGROUNDS** FACILITY: DATES: **APRIL 29, 2017** 

EVENT #047012SD

#### **EXHIBITOR INFORMATION**

COMPANY NAME:		PHONE:		
ADDRESS:		FAX:		
CITY:	ST:		ZIP:	
COUNTRY:		CELL:		
EMAIL:				

#### **METHOD OF PAYMENT**

All transactions require a credit card on file with proper authorization. In addition to checks, Edlen also accepts American Express, Master Card, Visa, Discover, ACH and Wire Transfers. Indicate form of payment below.

COMPANY	CHECK			BANK WIRE	TRANSFER	RINFORMATI	ON *
checks must b that require lat	check payable to: Edlen Electrical. All the drawn on U.S. Banks only. For those or a credit card must be on file. Please Event # listed above on your remittance.	Bank transfer to Bank of America <u>Wire Transfer:</u> ABA#: 026009593 Acct: 33855214 <u>International Wire Transfer:</u> Swift Code: BOFAUS3N Acct: 33855214					
<b></b>			r	•	•	be included v	
any remaining A copy of final	RD enience, we will use this authorization to balances on your account prior to ever charges will be sent to the email addres payment information section. MASTER CARD AMX	nt closing.	ER	Bank of America 3900 Westcliff Dr Phone: 888.852. Please note the f o avoid a transfe	ABA# 12500 ive, Las Vegas 5000 Ext 6007 nancial institut r fee, you musi	, NV 89145 ion MUST be bas	3855214 sed in the US. In order ial institution that you
	CHECK AND	CREDIT	CA		ATION		
CHECK #				. <u></u>			
CREDIT CARD NU	MBER:					EXP	DATE:
CARD HOLDER SI	GN:			PRINT N	AME:		
EMAIL ADDRESS:					THIRD	PARTY: YE	S or NO
CREDIT CARD AD	DRESS INFORMATION IF DIFFEREN	IT THAN IN	IFOF	MATION ABOV	E		
ADDRESS:			CITY	Y: ST:			ZIP:
	placing this order, I accept all pa terms and conditions outlined o ms completed.		SERVICE TO		RIAL		
PLEASE SIGN				PLUMBING			
	AUTHORIZED SIGNATURE						
	PRINT NAME	DATE				TOTAL DUE	

### ELECTRICAL LAYOUT FORM Advance Payment Deadline Date: 04/08/17

										-											1
	F				- 🗋			CON	IPAN	<b>Y:</b>								BTH	#		
			o w e			le		EVE	NT:	F	РНСС	SD	TRA	DESI	HOW	201	7				
			EXHII renue,					FAC	ILITY	: C	DEL	MAR	FAIR	GRC	DUNE	)S					
PI	n: (619	9) 696-	6625 F iego@	ax: (6 <sup>-</sup>	19) 69	6-7762	2	DAT	ES:	A	PRI	_ 29,	2017	,				EVE	NT #(	0470 <sup>-</sup>	12SD
		Gand	legow	eulen.	com																I
Use the grid below to indicate the location of each electrical outlet ordered. If power is only required at the rear of an in-line booth this form is not necessary.																					
Indicate booth type: Island  Peninsula  Inline  Provide aisle or adjacent booth #'s for orientation																					
Power all othe										nd the	en dis	stribu	ted fr	om t	hat p	oint.	Indic	ate tł	nis lo	catio	n and
<b>X</b> = Ma	in Di	stribu	tion P	oint	• =	5amp	י005/כ	watt	=	10am	ip/100	0wat	t ★	= 15a	amp/1	500w	att	= 2	0amp	)/2000	) watt
L			Indica	ate th	e lay	out s	cale	and t	otal s	squar	e foc	tage.	Exa	ample	e: 1 S	quar	e = 1	Foo	t		
					-	are =				-		-		-		-					
						A	djace	nt Bo	oth or	· Aisle	e#				-						
																					≥
																					djace
I																					ent E
																					Adjacent Booth
																					or Aisle #
																					#
# 0																					
Adjacent Booth or Aisle #																					
h or																					
Boot																					
ent l																					I
djac																					
∢																					
																					ļ



# CONTRACTORS ASSOCIATION

# 25<sup>th</sup> Annual PHCC Trade Show

# April 29, 2017

**Del Mar Fairgrounds** Wyland Center 2260 Jimmy Durante Blvd. Del Mar, CA 92014



Return to: Raphael's Convention Services Emily Paraskevin | Emily@Raphaels.com P: 858-689-7368 | F: 858-689-8040



# TABLE OF CONTENTS

Show Information	2
Material Handling Information	3
Material Handling Order Form	4
Furniture Order Form	5
Payment & Credit Card Charge Authorization	7
RCS Terms & Conditions	8-9
Advance Shipping Labels	10





# SHOW INFORMATION

#### RAPHAEL'S CONVENTION SERVICES INFORMATION

Contact Information:

Emily Paraskevin Phone | 858-689-7368 Email | Emily@Raphaels.com Fax | 858-689-8040

#### **IMPORTANT DATES**

4/21/2017	Discount pricing deadline for furniture orders
4/26/2017	Last day for delivery of advance shipments to RCS warehouse
4/28/2017	Exhibitor Move-In: 2:00 PM – 6:00 PM
	RCS On-site furniture rentals: 2:00 PM – 5:00 PM
4/29/2017	Show Open: 9:00 AM – 2:00 PM
	Exhibitor Move-out: 2:00 PM
5/1/2017	First day for pick-up of shipments from RCS warehouse

#### SHIPPING INFORMATION

Warehouse Location:	Warehouse Hours:
8606 Miramar Road	Monday – Friday
San Diego, CA 92126	9:00 AM – 4:00 PM

\*RCS accepts no responsibility for items shipped directly to/from venue

#### **BOOTH INFORMATION**

Included with Booth:Pipe & Drape, (1) 6ft Skirted Table, (2) Chairs, (1) Wastebasket, (1) ID SignBackwall Draping:Black / BlackSidewall Draping:Black / Black / Black



Return to: Raphael's Convention Services Emily Paraskevin | Emily@Raphaels.com P: 858-689-7368 | F: 858-689-8040



# MATERIAL HANDLING INFORMATION

#### MATERIAL HANDLING - WHAT IS IT?

Material handling charges apply when RCS' assistance is required in moving your materials to / from your location or the venue loading dock to / from your booth. This charge is separate from the actual shipping costs, which remain between the exhibitor and their freight carrier. We accept shipments to our advance warehouse up to 2 weeks prior to the event and will store them for up to 2 weeks after the event. Shipments sent directly to / from the venue will be also be accepted / released by RCS, with transportation to / from your booth being included in the material handling charges. Please note, however, that RCS is not a shipper and does not make the shipping arrangements for exhibitors.

#### HOW TO FACILITATE THE DELIVERY / RETURN SHIPMENT OF MATERIALS

#### Shipping to RCS Advance Warehouse

- 1. Materials will be accepted up to 2 weeks prior to the show and delivered by RCS directly to your booth.
- 2. Complete both the Material Handling Order Form & the Credit Card Form , fax / email to RCS.
- 3. Ensure your materials are properly labeled with show name, company name & booth number. Please see attached labels on last page.
- 4. Shipments received without a completed material handling order and credit card payment form will not be delivered until payment is received.

#### Return Shipping from RCS Advance Warehouse

1. See show information page in this exhibitor packet for acceptable dates / times for scheduling the pick-up of materials from our Warehouse.

2. Ensure your shipment is properly labeled with destination name and address.

3. Attain a completed Bill of Lading or appropriate pre-paid shipping label (UPS / FedEx) from your freight carrier. Attach 1 copy to your shipment and provide 1 copy to RCS. RCS will have blank Bills of Lading available on-site if needed. We are not responsible for unlabeled materials or materials left without a Bill of Lading.

**4**. RCS will pick up your shipment from the booth and transport to our warehouse. *If there is any equipment left on the show floor once clean up has been completed, it will be brought to the RCS warehouse and it will not be released until we receive credit card payment.* 

5. Call your freight carrier and schedule the pick- up. RCS does not make these arrangements.

6. Ensure that your carrier knows whose items they are picking up (your company name) when they arrive at RCS' warehouse. Materials will not be released to a carrier without this information.

#### Shipping to/from Venue

RCS is not responsible for any equipment shipped directly to the venue. We cannot guarantee that it will make it to your booth for the event day.
 Materials that require RCS to transport them to /from your booth will result in material handling charges.

#### <u>RCS IS NOT RESPONSIBLE FOR :</u> SHIPMENTS DIRECTLY TO THE VENUE ANY ITEMS LEFT UNATTENDED ON THE SHOW FLOOR



Return to: Raphael's Convention Services Emily Paraskevin | Emily@Raphaels.com P: 858-689-7368 | F: 858-689-8040



# MATERIAL HANDLING ORDER FORM

Company Name	Email		Booth #	
Address	City	State	Zip	Country
Phone	Fax			
Contact	Cell			

\* Material handling charges also apply to shipments sent direct to venue. Items received by RCS without a completed material handling order and credit card payment form will be held until payment is received.

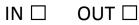
\* Exhibitors are responsible for all freight charges.

\* Please note that there is a 200 lb. Minimum charge for material handling.

PLEASE ESTIMATE THE NUMBER OF PIECES YOU ARE SHIPPING AND THE APPROXIMATE WEIGHT OF THE SHIPMENT. EXACT WEIGHT WILL BE CALCULATED BY YOUR CARRIER AND ORDER SHALL BE REVISED ACCORDINGLY WHERE NECESSARY.

QTY	DESCRIPTION	WEIGHT

For ONE WAY handling, please indicate which way RCS can expect to handle your materials



Total Weight	
ONE WAY Rate (per lb)	\$0.75
TWO WAY Rate (per lb)	\$1.50
Total Price	\$



Return to: Raphael's Convention Services Emily Paraskevin | Emily@Raphaels.com P: 858-689-7368 | F: 858-689-8040



# FURNITURE ORDER FORM

Company					Email				Booth #	
ITEM	DISC.	SHOW	QTY	TOTAL			DISC.	SHOW		
	PRICE	PRICE	Q.11	TOTAL		ITEM	PRICE	PRICE	QTY	TOTAL

#### **CHAIRS**

Plastic Folding Chair	\$7.50	\$13.50	
Blue Ballroom Chair	\$19.50	\$25.00	
Wood Barstool	\$19.50	\$24.50	
Black/Chrome Barstool	\$26.00	\$30.50	
White Bella Barstool	\$36.00	\$44.00	
Acrylic Adjustable Barstool	\$36.00	\$44.00	

#### MISCELLANEOUS90

Table Skirt	\$19.00	\$26.00	
Velon Table Cover	\$4.25	\$7.25	
Aluminum Easel	\$19.50	\$24.50	
Wastebasket	\$7.50	\$12.50	
Leg Extenders (4)	\$9.23	\$12.25	

#### CARPET

10x10 Carpet	\$108.75	\$125.00	
10x20 Carpet	\$217.50	\$236.00	
10x30 Carpet	\$325.00	\$345.00	

SPECIFY CARPET COLOR

o Black o Red o Blue o Gray

#### ASTROTURF

10x10 AstroTurf	\$61.50	\$72.00	
10x20 AstroTurf	\$123.00	\$135.00	
10x30 AstroTurf	\$184.50	\$195.00	

SPECIFY TURF COLOR

o Black o Red o Blue o Green o Blue/Black

#### PADDING

Carpet Padding (sq. ft)	\$1.02	\$1.50		
-------------------------	--------	--------	--	--

#### RECTANGULAR TABLES (LxWxH)

\*includes cover and skirt

4' x 30" x 30" Table	\$50.75	\$59.25	
5' x 30" x 30" Table	\$56.00	\$65.50	
6' x 30" x 30" Table	\$62.75	\$69.75	
8' x 30'' x 30'' Table	\$68.00	\$76.75	
4' x 30" x 40" Table	\$62.50	\$71.50	
6' x 30'' x 40'' Table	\$73.50	\$82.50	
8' x 30'' x 40'' Table	\$78.75	\$88.25	
6 x 18" x 30" Table	\$68.00	\$77.75	
8 x 18" x 30" Table	\$73.25	\$82.00	

#### SPECIFY SKIRT COLOR

o White o Black o Red o Blue o Teal o No Skirt \* Tables are available without skirt & cover at half price listed

\* If no skirt color is chosen, table will be provided with a white skirt.

\* Any swaps as a result will be at a 100% cancellation fee

#### ROUND TABLES

#### \*no skirt included

24" Round	\$42.00	\$53.00	
36" Round	\$42.00	\$53.00	
24" Belly Bar (40" high)	\$48.50	\$58.25	
36" Belly Bar (40" high)	\$48.50	\$58.25	

#### TABLECLOTH

90" Round	\$34.50	\$39.00	
120" Round	\$40.00	\$44.25	
130" Round	\$54.00	\$58.50	
60 x 120 Banquet	\$34.50	\$39.00	
90 x 132 Banquet	\$40.00	\$45.25	
90 x 156 Banquet	\$40.00	\$45.25	

TOTAL

\*\*Customer is responsible for rental items from the time they are delivered until they are picked up by RCS\*\*
\*\*Discount Price is valid until one week prior to show date\*\*



Return to: Raphael's Convention Services Emily Paraskevin | Emily@Raphaels.com P: 858-689-7368 | F: 858-689-8040



## CREDIT CARD PAYMENT

#### COMPANY INFORMATION

Company Name		Email			
Address	City		State	Zip	Country
Phone		Cell			
Contact Name		Contract #			

#### PAYMENT POLICY

Payment for Services – RCS requires payment in full at the time services are ordered. RCS accepts MasterCard, Visa, Amex, and Discover. \*\*PLEASE NOTE THERE IS A \$15 SURCHARGE ON ALL ORDERS\*\*\*

Discount Prices - To qualify for discount pricing, orders must be received with payment on or before the discount price deadline.

Adjustments and Cancellations – Cancellation of any order once delivered or rendered will result in a 100% cancellation fee. Additions to existing orders will be charged at the time the order is placed. If the total listed differs from the calculated total, adjustments will be made to card on file.

If you have any questions about our payment policy, please contact us at 800-564-7755.

#### CREDIT CARD INFORMATION

Credit Card Number	
Expiration Date	CVV
Cardholder's Name	Phone
Address	
City	State Zip
x	
Authorized Signature (Cardholder)	Date
x	
Please Print Name	Total
RCS Raphael's Convention Services	Return to: Raphael's Convention Services Emily Paraskevin   Emily@Raphaels.com P: 858-689-7368   F: 858-689-8040



# **TERMS & CONDITIONS**

#### I. Definitions

RCS: Raphael's Convention Services dba RCS their employees

Agents: RCS agents, subcontractors, carriers and the agents of each

Customer: Exhibitor or other party requesting services from RCS

Carrier: Motor carrier, van line, air carrier or air or surface carrier / freight forwarder

Shipper: Party who tenders goods to carrier for transportation

Goods: Exhibits, property and commodities of any type for which RCS is requested to perform services

Cold Storage: Holding of goods in a climate controlled area

Accessible Storage: Holding of goods in an area from which goods may be removed during shows

Services: Warehouse, transportation, drayage, supervised or unsupervised labor and/or related services

Show Site: The venue or place at which an exposition or event takes place

Supervised Labor: Union labor that is provided to a customer to install or dismantle a booth or exhibit space and is supervised and/or directed by RCS

Unsupervised Labor: Union labor that is provided to a customer to install or dismantle a booth or exhibit space and per customer's election is not supervised or directed by RCS. Customer assumes responsibility for the work of union labor when customer elects to use unsupervised labor

#### II. Scope

These terms and conditions shall be binding upon customer, RCS and their respective agents and representatives, including but not limited to customer contracted labor such as customer appointed contractors and Installation and Dismantle companies and any other party with an interest in the goods. Each shall have the benefit of and be bound by all provisions stated herein including but not limited to time limits and limitations of liability

By acceptance of services from RCS or agents, customer and any other party with an interest in the goods agree to these terms and conditions.

#### III. Customer Obligations

Payment for Services: Customer shall be liable for all unpaid charges for services performed by RCS or agents. Customer authorizes RCS to charge its credit card directly for services rendered on its behalf after departure, by placing an order online, via fax or phone or through work order on-site

Credit Terms: All charges are due before services are performed unless other arrangements have been made in advance. RCS has the right to require prepayment or guarantee of the charges at the time of requesting services. A failure to pay timely will result in customer having to pay in cash in advance for future services. If a credit card is provided to RCS, RCS is authorized to bill to such credit card any unpaid charges for services provided to customer, including charges for return shipping. Any charges not paid within 30 days of delivery will be subject to interest at 1.5% per month until paid.

#### IV. Mutual Obligations

#### Indemnification

Customer to RCS: Except to the extent of RCS' own negligence and/or willful misconduct, customer shall defend, hold harmless and indemnify RCS from and against any claims, lawsuits, demands, liability and costs or expenses, including reasonable attorney fees and court costs resulting from an injury to or death of persons or damage to property relating to or arising from performance under this agreement. Customer agrees to indemnify and hold RCS harmless for any and all acts of its representatives and agents, including but not limited to customer appointed contractors and installation and dismantle companies, any subtenant or other user of its space or any agents or employees engaged in business on its behalf of customer or present at customers' invitation.  $\rightarrow$ 

RCS to Customer: To the extent of RCS' own negligence and/or willful misconduct, and subject to the limitations of liability below, RCS shall defend, hold harmless and indemnify customer from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney fees and court costs resulting from any injury to or death of persons or damage to property other than goods. RCS assumes no liability for bodily injury resulting from customer's presence in areas which have been marked as off limits to exhibitors and during hours and days when exhibitors are present in the facility, prior to the start of and after the conclusion of their space lease with show management.

#### V. No Liability for Consequential Damages.

Under no circumstances will any party be liable for special, incidental, consequential or punitive damages, including but not limited to loss of profits or income

#### VI. RCS Liability for Loss or Damage to Goods

Negligence Standard: RCS shall be liable, subject to limitations contained herein, for loss or damage to goods only if such loss or damage is caused by the direct negligence or willful misconduct of RCS.

Condition of Goods: RCS shall not be liable for damage, loss or delay to uncrated freight, freight improperly packed, glass breakage or concealed damage. RCS shall not be liable for ordinary wear and tear in handling of goods or for damage to shrink wrapped goods. All goods should be able to withstand handling by heavy equipment, including but not limited to forklifts, cranes or dollies. It's the customer's responsibility to ensure that goods are packaged correctly prior to shipment or movement on or off the show floor.

Receipt of Goods: RCS shall not be liable for goods received without receipts, freight bills or specified unit counts on receipt or freight bills. Such goods shall be delivered to booth without guarantee of piece count or condition.

Force Majeure: RCS shall not be liable for loss or damage that results from acts of God, weather conditions, act or default by customer, shipper or the owner of goods, inherent nature of the goods, public enemy, public authority, labor disputes and acts of terrorism or war.

Cold Storage: goods requiring cold storage are stored at customer's own risk. RCS assumes no liability or responsibility for cold storage

Accessible Storage: RCS assumes no liability for loss or damage to goods while in accessible storage. Storage charges are for the use of space and are not a form of insurance or a guarantee of security

Unattended Goods: RCS assumes no liability for loss or damage to unattended goods received at show site at any time from the point of receipt of inbound goods until the loading of the outbound goods, including the entire term of the respective show or exhibition. Customer is responsible for insuring its own goods for any and all risk of loss

Labor: RCS assumes no liability for loss, damage or bodily injury arising out of customer's supervision of RCS provided union labor. If RCS supervises labor for a fee, RCS shall be liable only for actions or claims arising out of its negligent supervision. If customer elects to use unsupervised labor, then customer assumes all liability for the actions or claims that arise out of such work and shall provide RCS and show management with an indemnity, including defense costs, for any claim that results from customer supervision or failure to supervise assigned labor.

Empty Storage: RCS assumes no liability for loss or damage to goods or crates or the contents therein while containers are in storage. It is customer's sole responsibility to affix appropriate labels available at the RCS service desk for empty container storage. Damage that is the direct result of RCS' negligence shall be subject to the limitations of liability set forth on this document.

Continued on next page...



Return to: Raphael's Convention Services Emily Paraskevin | Emily@Raphaels.com P: 858-689-7368 | F: 858-689-8040



# **TERMS & CONDITIONS**

Forced Freight: RCS shall not be liable for goods not picked up by customer's chosen carrier by the show deadline. It is customer's responsibility to complete accurate paperwork for shipping and insure its goods are appropriately labeled. Customer acknowledges that it is a lessee of space and as such has an obligation to remove its goods on or before the targeted time. If goods remain on the floor after this point, RCS has the right to remove them in order to restore the premises to its original condition for show management pursuant to the venue's lease with show management. In such cases RCS is authorized to proceed in the manner chosen by customer on the order for material handling services / straight bill of lading. Failure to select one of the provided options will result in re-routing at RCS' discretion and at customer's expense assuming the goods are labeled for return. RCS retains the right to dispose of goods left on the show floor without liability if left unattended or without labels.

Concealed Damage: RCS shall not be liable for concealed loss or damage, uncrated goods or improperly packaged or labeled goods.

Unattended Booth: RCS shall not be liable for any loss or damage occurring while goods are unattended in customers booth at any time, including but not limited to the time the goods are delivered to the dock until the time the goods are received by customers chosen carrier. All material handling forms and or straight bills of lading covering outgoing goods submitted to RCS will be checked at the time of pickup from the booth and corrections to the count or condition will be documented where discrepancies exist.

No Insurance: RCS is not an insurance company and does not offer or provide insurance. It is the obligation of the customer to ensure goods are insured at all times. Loss or theft of the goods in storage or in transit to and from the show and or while on the show floor is the sole responsibility of the customer, unless it is shown that RCS performed in a manner that constitutes gross negligence in the performance of its services for the customer.

Notice of Loss or Damage: In order to have a valid claim, notice of loss or damage to goods must be given to RCS or its agent within 24 hours of occurrence or delivery of goods, whichever is later.

Filing of Claim: Any claim for loss or damage to goods must be in writing, containing facts sufficient to identify the goods, asserting liability for alleged loss or damage and making claim for the payment of a specified or determinable amount of money. Such claim must be filed with the appropriate

party within the time limits specified below. Damage reports, incident reports, inspection reports, notations of shortage or damage on freight bills or other documents do not constitute filing of a claim. Claims for goods alleged to be

lost, stolen or damaged at the show site must be received in writing by RCS within 60 days after the close of the show. Claims for goods alleged to be lost or damaged during transit must be received by the responsible party within 9 months of date of delivery of goods. RCS subcontracts the movement of goods to third party carriers. Claims for damage in transit should be made directly with the customer's carrier as shown on the material handling form or bill of lading. In the event of a dispute with RCS, customer will not withhold payment or any amount due RCS for services as on offset against the amount of the alleged loss or damage. Customer agrees to pay RCS prior to the close of show for all such charge and further agrees that any claim customer may have against RCS shall be pursued independently by customer as a separate action to be resolved on its own merits. RCS retains the right to pursue collection on amounts owed after show close without regard to any amount alleged to be owed for damage or loss.

#### Filing of Suit: Any action at law regarding loss or damage to goods must be filed within two years of the date of declination of any part of a claim. $\rightarrow$

#### VII. Jurisdiction / Choice of Forum

This agreement shall be governed by and construed in accordance with the applicable laws of the United States or, alternatively, and depending on jurisdiction, the laws of the State of California. The parties hereby submit to jurisdiction and venue in the United States Federal District Court of California.

#### VIII. Advanced Warehousing / Temporary Storage / Long Term Storage

All terms and conditions relative to advanced warehousing / temporary storage / long term storage are contained in the separate agreement, entitled "Storage Agreement". In the event that a storage agreement is not executed between the parties, the following shall apply with respect to RCS' liability for customer's goods.

The responsibility of RCS with respect to exhibit material is limited to the exercise of ordinary care and diligence in handling and storing of customer's goods. RCS shall be liable only for loss or damage to goods caused by RCS' sole negligence. RCS' liability is limited to sixty cents per pound of the actual cash value per article. In case of partial loss or damage, the maximum liability shall be prorated based on weight. RCS is not responsible for any loss or damage to goods caused by, but not limited to fire, theft, the elements, vandalism, moisture, vermin, mechanical breakdown or failure, freezing or changes in temperature as well as any other causes beyond RCS' immediate control. RCS is not responsible for the marring, scratching or breakage of glass or other fragile items. RCS is not liable for the mechanical functions of instruments or appliances even if such articles are packed or unpacked by RCS.. In no event shall RCS be liable for special, incidental, indirect or consequential damages, including business loss of any kind, resulting from any damage to or loss of the goods or from any act or failure to act. Customer pays storage fees, if any or costs for advance warehousing for use of the space only. There is no guarantee of security or representations made by RCS as to appropriateness of the conditions for exhibitors' material. The risk of loss remains the customers alone and RCS recommends the customer maintain insurance in amounts sufficient to cover its risk.



Return to: Raphael's Convention Services Emily Paraskevin | Emily@Raphaels.com P: 858-689-7368 | F: 858-689-8040

