

# MATERIAL HANDLING AGREEMENT - NOT NEGOTIABLE



SHIPPER'S NO. \_\_\_\_\_

DATE: \_\_\_\_\_ BOOTH # \_\_\_\_\_

EVENT / SHOW: \_\_\_\_\_

FROM: \_\_\_\_\_  
 EXHIBITOR: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 ATTN: \_\_\_\_\_  
 PHONE: \_\_\_\_\_

TO: \_\_\_\_\_  
 EXHIBITOR: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 ATTN: \_\_\_\_\_  
 PHONE: \_\_\_\_\_

In the event that your selected carrier fails to show on the final move out, please select one of the following options:

Deliver back to warehouse at exhibitor expense       Re-route via Midwest choice

.....  
*Signature*

RE-ROUTED VIA: \_\_\_\_\_ BY: \_\_\_\_\_  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

**SHIPPING & DELIVERY INFORMATION**  
*(Please choose one)*

Next Day       2nd Business Day       3rd Business Day  
 5 - 10 Business Day

PREFERRED CARRIER: \_\_\_\_\_ DOCK  Yes  No  
 \_\_\_\_\_ RESIDENTIAL  Yes  No

ACCOUNT NUMBER: \_\_\_\_\_ SHIP TO SHOW  Yes  No  
 \_\_\_\_\_ SHIP TO COMPANY  Yes  No  
 \_\_\_\_\_ SHIP TO EXHIBIT HOUSE  Yes  No

QTY	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT (LBS)
	<i>Crates - Exhibition Material (Wooden)</i>	
	<i>Cartons (Cardboard)</i>	
	<i>Trunks / Cases (Fiber) - Color</i>	
	<i>Skids / Pallets</i>	
	<i>Carpet - Color</i>	
	<i>Other -</i>	

**FREIGHT CHARGES GUARANTEED BY:**

SHIPPER / EXHIBITOR: \_\_\_\_\_  
 PERMANENT ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 CONTACT: \_\_\_\_\_  
 PHONE: \_\_\_\_\_

**NOTES**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The property described above, in apparent good order, except as noted (contents and condition of contents of package unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under this contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a railwater shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he/she is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself/herself and his/her assigns.

THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.  
 BEFORE SIGNING THIS FORM, PLEASE READ LIMITATIONS OF LIABILITY AND RESPONSIBILITY FOR MATERIAL HANDLING SERVICES FOUND ON THE BACK.  
 SHIPPER'S SIGNATURE BELOW DESIGNATES ABOVE INFORMATION IS CORRECT AS STATED.

SHIPPER \_\_\_\_\_ CARRIER \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_ PER \_\_\_\_\_ DATE \_\_\_\_\_

## **PLEASE READ CAREFULLY**

1. Midwest Conference Service, Inc. dba "MCS", 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.
2. MCS and its sub-contractors shall be responsible for only those services which it directly provides. MCS assumes no responsibility for any persons, parties or other contractors not under their control and supervision.
3. MCS and its sub-contractors are not, and cannot be responsible for loss or disappearance of Exhibitor materials after same have been delivered to Exhibitor booth.
  - A. Relative to inbound shipments, there may be a lapse of time between the delivery of shipments to the booth by MCS or its sub-contractors and the arrival of the representative at the booth, and during such time the shipments will be left unattended in the booth. MCS and its sub-contractors shall not be responsible for any loss or damage which may occur during such period.
  - B. MCS and its sub-contractors are not, and cannot be responsible for any and all shipments that are shipped to the On-Site location prior to or after the designated times in the Exhibitor Kit.
4. Similarly, MCS and its sub-contractors cannot be responsible for disappearance of Exhibitor materials before the materials are picked up from the Exhibitor booth for loading out after the show. All bills-of-lading covering outgoing shipments, which are given to MCS by Exhibitors, will be checked at the time of pick-up from the booth 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 booth for loading onto a carrier, and during such time, the shipments will be left unattended in the booth. MCS and its sub-contractors will adjust the quantities of items on any bill-of-lading submitted to MCS and its sub-contractors, to conform to the actual count of such items in the booth at time of pick-up.
5. MCS and its sub-contractors shall not be responsible for any loss, delay, or damage due to strikes, lockouts, or work stoppage of any kind.
6. MCS and its sub-contractors shall not be responsible for ordinary wear and tear in handling of equipment, nor for loss or damage due to, but not limited to; fire, theft, windstorm, water, vandalism, acts of God, mysterious disappearances or other causes beyond its control.
7. MCS 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 packaging should be of a design to adequately protect contents for handling by a forklift and or similar means. MCS assumes no responsibility for loss or damage to crates and containers or their contents while said items are in storage.
8. It is understood that MCS and its sub-contractors are not insurers, that insurance, if any, shall be obtained by the Exhibitor and that the amounts payable to MCS hereunder are based on the value of the material 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 MCS and its sub-contractors, it is understood that MCS and its sub-contractors, do not provide for full liability should loss or damage occur. It is agreed that MCS and its sub-contractors should be found liable for loss or damage due to all failure to properly handle Exhibitor equipment, the liability shall be limited to the specific ability which was physically lost or damaged and such liability 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 as a penalty, as the exclusive remedy; and that provisions of this paragraph shall apply if loss or damage, irrespective of cause origin, results directly or indirectly to property from performance or no performance of obligations imposed by the offering of material handling services to Exhibitor or from negligence, active or otherwise, of MCS, its sub-contractors or employees.
9. MCS 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 Exhibitor materials which may make it impossible or impractical to, exhibit same.
10. MCS and its sub-contractors liability shall be limited to any loss or damage which results solely from MCS and its sub-contractors' NEGLIGENCE in the actual physical handling of the items comprising of shipments and not for any other type of loss or damage.
11. The Exhibitor agrees, in connection, with the receipt, handling, temporary storage and reloading of our materials that MCS and its sub-contractors' will provide their services as our agent and not as a bailee or shipper. If any employee of MCS and its' sub-contractors shall sign a delivery receipt, bill of lading or other documents, we agree that MCS and its sub-contractors' will do as the Exhibitors agent and the Exhibitor accepts the responsibility therefore.
12. In order to expedite removal and materials from the show site, MCS shall have the authority to change designated carriers, if the carriers designated by the Exhibitor does not pick up on time period. Where no disposition is made by the Exhibitor, material will be taken to a warehouse to await Exhibitors 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 results of such rerouting or handling.
13. We agree that all questions relating to classification of Exhibitor's materials, rates charged or weights to determine material handling charges shall be submitted to MCS office indicated on the invoice within forty-five (45) days of the receipt of the invoice. Complaints received after such period shall not be considered and payment of invoice shall be made in full.
14. 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.
15. In the event of any dispute between the Exhibitor and MCS or its sub-contractor relative to any loss, damage, or claim, such Exhibitor shall not be entitled to and shall not withhold payment or partial payment, due to MCS for its services, as an offset against the amount of any alleged loss or damage. Any claims against MCS shall be considered a separate transaction and shall be resolved on its own merit.
16. MCS shall have control of all traffic into and out of the building to prevent tie-ups at the loading platform, to keep aisle clear and to provide orderly and efficient operation for the show as a whole.
17. Shipments received without receipts or freight bills such as UPS, will be delivered to booth without guarantee of piece count or condition. No liability will be assumed for such shipments.
18. The provisions of this section 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 a like as possible in tenor and affect shall be enforceable.
19. Exhibitor agree to indemnify, hold harmless and, at the request of MCS shall defend MCS from and against any loss, cost, damage, expense, claim, demand or liability (including reasonable cost of investigation and reasonable attorney 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 employee, agents, and representatives, at the exhibition to which this authorization relates.
20. **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 SHOWSITE.**

## **PLEASE NOTE THE FOLLOWING...**

The consignment or delivery of a shipment to MCS and its sub-contractors' 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 section 1 through 20 above.