

FREIGHT HANDLING SERVICES

EVENT & EXHIBITOR INFORMATION

Event Name _____ Event Date(s) _____
 Company _____ Booth # (if known) _____
 Address _____ City _____ St _____ Zip _____
 Phone _____ Email _____

GENERAL INFORMATION

- **Facility hours are Monday-Friday: 9am to 5pm.** June through August, facility may close at 1pm on Fridays
- **Shipments may arrive 1 business day prior to first load-in day and be held for 1 business day following the event at no charge.** Packages that arrive more than 24 hours prior to or following the show will be charged a storage fee of a minimum of \$100 per day.
- **Company is responsible to make all arrangements with shipping or freight carrier** for delivery and/or pick-up.
- **Ensure all items are fully ready for pickup prior to departing.** This includes: properly packaged, sealed, and shipping label attached.
- **Include tracking on all packages**
- **Shipments from carriers who do not deliver items off truck or to tailgate** require additional service handling fees
- **Additional fees for time and labor will apply** for packages not ready for shipping, making shipping arrangements, printing, processing, or handing freight inside of truck at the minimum rate of \$50 + \$25 per half hour

INBOUND TO FACILITY

ALL FIELDS REQUIRED

Failure to properly address your package may delay delivery to you

Address shipments as follows:

EVENTS: The DeltaPlex Arena & Conference Center
 Attention: Event Name & Company/Person
 2500 Turner Avenue NW
 Grand Rapids, MI 49544

EXHIBITOR: The DeltaPlex Arena & Conference Center
 Attention: Event, Company, Booth # (If known)
 2500 Turner Avenue NW
 Grand Rapids, MI 49544

Shipping/Freight Carrier: _____ Arrival Date: _____

Description of Item (contents, type, size, etc): _____

Special Notes: _____

INBOUND HANDLING CALCULATION

- **SMALL** (up to 5 lbs) $\times \$5.00 = \$$ _____ $+ \$25.00$ Handling = $\$$ _____
\$5 per item + \$25 Handling Sub-Total Total Due Small Packages
- **MEDIUM** (6-20 lbs) $\times \$6.00 = \$$ _____ $+ \$35.00$ Handling = $\$$ _____
\$6 per item + \$35 Handling Sub-Total Total Due Med Packages
- **LARGE** (21+ lbs) $\times \$7.00 = \$$ _____ $+ \$45.00$ Handling = $\$$ _____
\$7 per item + \$45 Handling Sub-Total Total Due Large Packages

PALLETS & OVERSIZED ITEMS

Additional handling fees apply if using freight carriers that do not provide off truck or tailgate delivery. This may apply if NOT using USPS, UPS Ground, Amazon, FedEx or other common shipping methods. Verify with your shipping/freight carrier. All handling fees must be paid in advance. If not paid in advance, fees will be due prior to releasing item(s) and delivery may be delayed.

- **PALLET** $\times \$10.00 = \$$ _____ $+ \$55.00$ Handling = $\$$ _____ **TOTAL DUE INBOUND**
\$10 per item + \$55 Handling Sub-Total Total Due Large Packages
 *Does carrier provide off truck or tailgate delivery? **If, No** (add 50% of total for handling) = $\$$ _____ = $\$$ _____

- **OVERSIZED ITEM(s)** Request Quote

Item Description: _____
Type, weight, size, handling requirements, etc.

Does carrier provide off truck or tailgate delivery? Yes No, additional handling needed

OUTBOUND FROM FACILITY

ALL FIELDS REQUIRED

- **Facility hours** are Monday-Friday: 9am to 5pm. June through August, facility may close at 1pm on Fridays
- **Shipments may arrive 1 business day prior to first load-in day and be held for 1 business day following the event** at no charge. Packages that arrive more than 24 hours prior to or following the show will be charged a storage fee of a minimum of \$100 per day.
- **Company is responsible to make all arrangements with shipping or freight carrier** for delivery and/or pick-up.
- **All items MUST be fully ready for pickup prior to departing.**
This includes: properly packaged according to freight carrier requirements, sealed, and appropriate shipping label attached.
- **Provide facility Outbound Shipping Information and/or Bill of Lading** upon arrival or as soon as possible
- **Include tracking on all packages**
- **Shipments from carriers who do not provide off truck or tailgate services** require additional service handling fees at the minimum rate of \$50 + \$25 per half hour.
- **Additional fees for labor and/or supplies will apply** for making shipping arrangements, packages not ready for shipping, printing, or processing.

Shipping/Freight Carrier: _____ Pick-up Date: _____

Description of Item (contents, type, size, etc): _____

Special Notes: _____

OUTBOUND HANDLING CALCULATION

- **SMALL** (up to 5 lbs) _____ x \$5.00 = \$ _____ Sub-Total + \$25.00 Handling = \$ _____ Total Due Small Packages
\$5 per item + \$25 Handling
- **MEDIUM** (6-20 lbs) _____ x \$6.00 = \$ _____ Sub-Total + \$35.00 Handling = \$ _____ Total Due Med Packages
\$6 per item + \$35 Handling
- **LARGE** (21+ lbs) _____ x \$7.00 = \$ _____ Sub-Total + \$45.00 Handling = \$ _____ Total Due Large Packages
\$7 per item + \$45 Handling

PALLETS & OVERSIZED ITEMS

Additional handling fees apply if using freight carriers that do not provide off truck or tailgate delivery. This may apply if NOT using USPS, UPS Ground, Amazon, FedEx or other common shipping methods. Verify with your shipping/freight carrier. All handling fees must be paid in advance. If not paid in advance, fees will be due prior to releasing item(s) and delivery may be delayed.

- **PALLET** _____ x \$10.00 = \$ _____ Sub-Total + \$55.00 Handling = \$ _____ **TOTAL DUE OUTBOUND**
\$10 per item + \$55 Handling

*Does carrier provide off truck or tailgate delivery? **If, No** (+ 50% of total for handling) = \$ _____ = \$ _____

- **OVERSIZED ITEM(S)** Request Quote
Item Description: _____
Type, weight, size, handling requirements, etc.

Does carrier provide off truck or tailgate delivery? Yes No, additional handling needed

PAYMENT INFORMATION

TOTAL DUE INBOUND & OUTBOUND = \$ _____

CREDIT CARD

Credit Card #: _____ Exp _____ SSC _____

Name on card: _____

SIGNATURE REQUIRED ON PAGE 3

MATERIAL HANDLING & INFORMATION

1. **DEFINITIONS.** For the purposes of this contract, Delta-Turner Ltd, Event Services Ltd, DeltaPlex Arena & Conference Center (The DeltaPlex) and its employees, directors, officers, agents, assigns, affiliated companies and related entities. The term 'Exhibitor' means the Exhibitor, its employees, agents, representatives, any Exhibitor Appointed Contractors (EAC) and any persons receiving services from the DeltaPlex.
2. **PACKAGING, CRATES, AND STORAGE.** The DeltaPlex shall not be responsible for damage to loose or uncrated materials, pad wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, improperly packaged or labeled materials. The DeltaPlex shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. Crates and packaging should be of a design to adequately protect contents from handling by a forklift or similar means. The DeltaPlex will not accept any crates or packaging containing hazardous materials. Goods requiring cold storage and those in accessible storage are stored at Exhibitor's own risk. The DeltaPlex assumed no responsibility or liability for loss or damage to good in cold storage or accessible storage.
3. **INBOUND/OUTBOUND SHIPPING.** There may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of Exhibitor, or lapse of time between completion of packaging and the actual pickup of materials from the booths for loading onto carrier and **during such times, Exhibitor materials will be left unattended.** The DeltaPlex is not responsible or liable for any loss, damage, theft, or disappearance of exhibitor's materials after they have been delivered to exhibitor's booth at show site or before they have been picked up for reloading at the conclusion of the event.
4. **DELIVERY TO THE CARRIER FOR RELOADING.** The DeltaPlex assumes no responsibility for loss, damage, theft, or disappearance of Exhibitors materials after same have been delivered to Exhibitor's appointed carrier, shipper, or agent for transportation after the conclusion of the show. The DeltaPlex loads the materials onto the carrier under directions from the carrier or drier of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or drier of that carrier. The DeltaPlex assumes no responsibility for loss, damage, theft or disappearance of exhibitor's materials that arise out of improperly loaded or labeled materials.
5. **DESIGNATED CARRIERS.** The DeltaPlex shall have the authority to change the Exhibitor designated carrier if that carrier does not pick-up the shipment at the appointed time. Where no disposition is made by the Exhibitor, materials may be taken to a warehouse to wait Exhibitor's shipping instructions and Exhibitor agrees to be responsible for charges relating to such rerouting and handling. In no event shall the DeltaPlex be responsible for any loss resulting from such rerouting designation.
6. **INTERNATIONAL SHIPMENTS** must include all required documents for return shipping. Your customs broker can supply these documents. Lack of documents will delay return shipping and require additional handling fees to the DeltaPlex.
7. **FORCE MAJEURE.** The DeltaPlex performance hereunder is subject to and DeltaPlex shall not be responsible for loss, delay, or damage to, strike, lockouts, work stoppages, natural elements, vandalism, Act of God, civil disturbances, power failures, explosions, acts of terrorism or war, or for any other cause beyond DeltaPlex's reasonable control, nor for ordinary wear and tear in the handling of materials
8. **CLAIM(S) FOR LOSS.** Exhibitor agrees that any and all claims for loss or damage must be submitted to DeltaPlex immediately at the show site, and in any case not 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 DeltaPlex). All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against DeltaPlex more than two (2) years after the date of loss or damage occurred.
 - a. **PAYMENT FOR SERVICES MAY NOT BE WITHHELD**
In the event of any dispute between the Exhibitor and the DeltaPlex relative to any loss, damage, or claim. Exhibitor shall not be entitled to and shall not withhold payment, or any partial payment, due DeltaPlex for its services as an offset against the amount of any alleged loss or damage. Any claims against DeltaPlex shall be considered a separate transaction and shall be resolved on their own merits.
 - b. **MAXIMUM RECOVERY**
If found liable for any loss, DeltaPlex's sole and exclusive MAXIMUM liability for loss or damage to Exhibitor materials and Exhibitor's sole and exclusive remedy is limited to \$.30 (USD) per pound per article with a maximum liability of \$50.00 (USD) per item, or \$700.00 (USD) per shipment whichever is less. All shipments weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.
 - c. **LIMITATION OF LIABILITY**
In no event shall the DeltaPlex 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 or subsequent to or are alleged as a result of, tortious conduct, failure of the equipment or services of the DeltaPlex or breach of any of the provisions of this contract, regardless of the form of action, weather in contract or in tort, including strict liability and negligence, even if the DeltaPlex has been advised or has notice of the possibility of such damages, such excluded damages include but are not limited to loss of profits, loss of use, and interruption of business or other consequential or indirect economic losses.
9. **DECLARED VALUE.** Declarations of declared value are between the Exhibitor and the selected carrier only, and are in no way an extension of the DeltaPlex maximum liability stated herein. The DeltaPlex will use commercially reasonable efforts to transmit the Declared Value instructions to the selected Carrier; however the DeltaPlex will not be liable for any claim arising from the transmittal of or failure to transmit, declared value instructions to the carrier nor for the failure to uphold the declared value or any other term or carriage.
10. **JURISDICTION / VENUE.** This contract shall be construed under the laws of the state of Michigan 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 Kent County, Michigan.
11. **INDEMNIFICATION.** Exhibitor agrees to indemnify and forever hold harmless the DeltaPlex and its 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 attorneys' fees and investigation costs) arising out or contributed to by Exhibitors negligent supervision of any labor secured through the DeltaPlex; 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 Contractors (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 the DeltaPlex's equipment; Exhibitors violation of Federal, State, County or Local ordinances; and/or Exhibitor's violation of Show Regulations and/or Rules as published and set forth by the Facility and/or Show Management.
12. **LIEN.** Exhibitor grants the DeltaPlex a security interest in and a lien on all of Exhibitor's goods (including without limited all equipment) that is from time to time in the possession of the DeltaPlex and all the proceeds thereof, including without limitation insurance proceeds (the "Collateral"), to secure the prompt and full payment and performance of all Exhibitor's indebtedness for monies paid, by the DeltaPlex on its behalf, services performed of all Exhibitor ("Obligations"). The DeltaPlex shall have all the rights and remedies of a secured party under the Uniform Commercial Code, as may be amended from time to time ("UCC"), and any notice that the DeltaPlex is required to give under the UCC of a time and place of a public sale or the time after which any private sale or other intended disposition of any Collateral is to be made shall be deemed to constitute reasonable notice if such notice is mailed by registered or certified mail at least 5 days prior to such action. The DeltaPlex may hold and not deliver any of the Collateral to Exhibitor for so long as there are any Obligations that remain unpaid or unsatisfied.
13. **WAIVER & RELEASE.** Exhibitor, as a material part of the consideration to the DeltaPlex for material handling services, waives and releases all claims against the DeltaPlex with respect to all matters for which the DeltaPlex has disclaimed liability pursuant to the provision of this Contract.
14. **DRIVER LIABILITY WAIVER.** In consideration of the DeltaPlex permitting entrance to the premises, you, your employer, the owner of the vehicle and/or equipment that you are operating (vehicle owner) and you as an agent of your employer and the vehicle owner, hereby assume all risk of injury or harm to yourself and others and damage to your property and property belonging to your employer or others arising from your activities while being permitted to enter the premises. You agree to enter at your own risk. You have full knowledge or any risk involved in this activity. You recognize the hazards and are aware of all the rules for safe operation. Your employer, the vehicle owner, and you agree to indemnify and hold harmless the DeltaPlex, its employees, officers, directors, agents, assigns, affiliated companies and related entities, against any and all liability, actions, claims and damages of any kind whatsoever arising from your activities while being permitted to enter the premise

I have read, understand, and agree to all terms & rates contained in this document:

Signature (required) _____ Date _____