

CONFERENCE CENTER FREIGHT HANDLING SHIPPING & RECEIVING FEES AND INFORMATION

Additional handling fees may apply to shipments to the Legacy Ballroom. Please contact us directly prior to submitting orders or shipping any packages. Credit card processing fees of 3.5% will apply to all credit card transactions.

THIS FORM MUST PRECEDE YOUR SHIPMENT. *Please complete this section:*

EVENT NAME		EVENT DATES			
COMPANY	BOOTH # (IF APPLICABLE)	PHONE	FAX		
ADDRESS	CITY	STATE	ZIP	EMAIL	
AUTHORIZED CONTACT - PLEASE PRINT		AUTHORIZED CONTACT SIGNATURE			
CREDIT CARD TYPE <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AmEx	ACCOUNT NUMBER	EXPIRATION DATE			
BILLING ADDRESS	CITY	STATE	ZIP		

• MINIMUM CHARGE FOR THIS SERVICE IS \$78.00 (excludes envelopes and courier boxes up to five pounds, total weight). All orders are subject to the enclosed Terms, Conditions and Policies.

WHERE TO SHIP / HOW TO LABEL FREIGHT WILL BE ACCEPTED 1 WEEK PRIOR TO THE EVENT

All pieces should be labeled separately. Please use the enclosed shipping labels to expedite your shipment. You may make additional copies as needed.

• All shipments must be sent labeled as follows:

_____ (YOUR COMPANY NAME) _____ (YOUR NAME)

 (EVENT NAME & DATE)
 C/O ART CRAFT DISPLAY, INC.
 46100 GRAND RIVER AVENUE, SUITE B
 NOVI, MI 48374

• Return completed form to:

ART CRAFT DISPLAY, INC.
 46100 GRAND RIVER AVENUE, SUITE B
 NOVI, MI 48374
 P: 248-380-0843 F: 248-380-0848
 EMAIL: detroit@artcraftdisplay.com

SHIPPING INFORMATION and ROUND-TRIP RATE FEES

1. ALL shipping envelopes and courier/postage boxes up to FIVE POUNDS TOTAL WEIGHT will be handled at no charge. This form must be completed and returned even if no charges are to be incurred so we have notification of your shipments. Weight is cumulative.
2. Standard cardboard/fiber boxes and display cases will be handled for \$.78 per lb. (\$78.00 minimum charge, 100 lbs.).
3. This is a Round Trip charge. Please send outbound shipping arrangements to us in advance or contact us on-site to return your items.
4. YOU are responsible to save your empty packaging if needed for return shipping.
5. In most cases, your packages will be delivered to your assigned meeting room prior to your arrival, if we are in receipt of this form and payment in advance. However, smaller packages or envelopes may be held at the Diamond Center Reception Desk for pick-up by you.
6. All pallets and/or crates received for Diamond Center functions will be charged at our standard trade show rates. Please contact Art Craft Display in advance of shipping any of these items for the appropriate order form and instructions.

Please complete this section:

- WE ARE ONLY SHIPPING ITEMS WITH A TOTAL WEIGHT OF FIVE (5) POUNDS OR LESS
- I WILL HAVE AN OUTBOUND SHIPMENT

TOTAL ESTIMATED ROUND-TRIP SHIPPING CHARGES: _____ LBS. @ \$.78/ LB (\$78.00 MINIMUM CHARGE, 100 lbs) = \$ _____

TOTAL ESTIMATED SHIPPING CHARGES: \$ _____

SHIP TO:

(YOUR COMPANY NAME)

(BOOTH #, IF APPLICABLE)

**C/O ART CRAFT DISPLAY, INC.
46100 GRAND RIVER AVE., STE. B
NOVI, MI 48374
248.380.0843
detroit@artcraftdisplay.com**



EVENT NAME: _____

MEETING ROOM NAME: _____

YOUR ON-SITE CONTACT: _____ CONTACT PHONE # _____

EVENT DATES - FROM: _____ / _____ / _____ TO: _____ / _____ / _____

BOX # _____ of _____

PLEASE LABEL EACH PIECE

SHIP TO:

(YOUR COMPANY NAME)

(BOOTH #, IF APPLICABLE)

**C/O ART CRAFT DISPLAY, INC.
46100 GRAND RIVER AVE., STE. B
NOVI, MI 48374
248.380.0843
detroit@artcraftdisplay.com**



EVENT NAME: _____

MEETING ROOM NAME: _____

YOUR ON-SITE CONTACT: _____ CONTACT PHONE # _____

EVENT DATES - FROM: _____ / _____ / _____ TO: _____ / _____ / _____

BOX # _____ of _____

PLEASE LABEL EACH PIECE

Terms, Conditions and Policies

MATERIAL HANDLING: GENERAL CONDITIONS AND POLICIES

CONTRACTUAL AGREEMENT

The Terms, Conditions and Policies set forth below become a part of the contractual agreement between Art Craft Display, Inc. (ART CRAFT) and You, the Exhibitor. Acceptance of said terms, conditions and policies will be construed when any of the following conditions are met:

- WHEN EXHIBITOR'S MATERIALS ARE DELIVERED TO ART CRAFT OR TO THE SHOW SITE FOR WHICH ART CRAFT IS THE OFFICIAL SHOW CONTRACTOR; OR
- WHEN ANY SERVICE, PAYMENT OR ORDER FORM IS SIGNED AND RETURNED TO ART CRAFT; OR
- WHEN ANY SERVICE OR EQUIPMENT ORDER IS PLACED BY AN EXHIBITOR WITH ART CRAFT; OR
- WHEN ANY WORK IS PERFORMED ON BEHALF OF EXHIBITOR, BY LABOR SECURED THROUGH ART CRAFT.

CONTRACTUAL TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH ART CRAFT. TERMS, CONDITIONS AND POLICIES MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH ART CRAFT.

DEFINITIONS

The term "Material Handling" shall be construed within the meaning of this contract as MATERIAL HANDLING and/or MATERIALS and/or FREIGHT HANDLING and/or FREIGHT and/or DRAYAGE for all purposes and circumstances, notwithstanding anything contained herein to the contrary.

1. CHARGES AND PAYMENTS : Payment in full of all drayage charges must be made prior to delivery of equipment or execution of services, in US Funds only. All drayage charges from ART CRAFT are separate from any carrier charges you may incur. Under no circumstance will ART CRAFT be responsible for any freight carrier charges. Late shipment charges may apply for shipments requiring special delivery arrangements. Additional charges will be made on any shipments if they require RECRATING, PALLETING, BANDING or SPECIAL HANDLING. Special handling is defined as, but not limited to, shipments received or loaded out that cannot be unloaded/reloaded at the dock; or packed in such a way that would require additional handling and/or special equipment to unload/reload (i.e. double-decking, un-stacking, side door unloading/reloading, ground unloading/reloading).

2. TYPES OF FREIGHT: ART CRAFT reserves the right, at EXHIBITOR'S expense, to refuse or re-route the following types of freight; hazardous materials, perishable materials, and any freight considered oversize or overweight by definition of ART CRAFT. Any additional expenses incurred by ART CRAFT to handle the above freight items will be charged to the EXHIBITOR.

3. PACKAGING AND CRATES: ART CRAFT 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. In addition, ART CRAFT shall not be responsible for crates and packages which are unsuitable for handling, in poor condition, or have prior damage. Crates and packages should be of a design to adequately protect contents for handling by forklift and similar means.

4. INBOUND SHIPMENT: Shipments will be received with PREPAID carrier charges only. Collect shipments will be refused. Standard shipping hours are M-F 8am to 4:30pm EST. All inbound shipments are required to have a bill of lading or delivery slip which includes the number of pieces, material description, weight and clearly marked with exhibiting firm name and booth number. Copies of these documents should be mailed to us in advance. Shipments received without required paperwork will be delivered to your booth without guarantee of piece count. Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to your booth and your arrival, and **during such time the materials will be left unattended.** ART CRAFT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER MATERIALS HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT SHOW SITE. ART CRAFT highly recommends contracting security services from Facility or Show Management. Due to policy changes beyond our control, that have been implemented by any Commercial Freight and Courier Services regarding signatory acceptance/acknowledge of receipt of shipments by Art Craft Display, Inc., Art Craft Display will no longer recognize nor address any claim of receipt of goods purely by proof of signature as provided by these outside Commercial Services. Furthermore, Art Craft Display will not be responsible for any financial claim arising, wholly or in part, from any claim by the Exhibitor (you) or by a Commercial Freight and Courier Service that any shipment was accepted by signature of an Art Craft Display authorized representative and/or by evidence provided solely by the Commercial Freight and Courier Service or by the Exhibitor (you) and when purported shipment is not in possession of Art Craft Display.

5. EMPTY CONTAINERS: Empty container labels are available at our service desk. Affixing labels to the containers is the sole responsibility of EXHIBITOR. All previous labels must be removed or obliterated. ART CRAFT assumes no responsibility for: Error in the above procedures; Removal of containers with old empty labels and without ART CRAFT labels; or improper information on empty labels. ART CRAFT WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS AND/OR THEIR CONTENTS DUE TO INCLEMENT WEATHER, OR ANY OTHER CAUSE, WHILE SAID ITEMS ARE IN EMPTY CONTAINER STORAGE.

6. OUTBOUND SHIPMENT: All outbound shipments will be sent COLLECT OR BILLED TO THIRD PARTY BY EXHIBITOR. 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 booths for loading onto a carrier and **during such time the materials will be left unattended.** ART CRAFT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS BEFORE MATERIALS HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. ART CRAFT highly recommends contracting security services from Facility or Show Management. All Outbound Shipping Authorizations submitted to ART CRAFT 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 listed by EXHIBITOR and the actual count of such items in the booth at the time of pick-up. If the EXHIBITOR designated carrier fails to remove your freight by the final move-out time, your shipments will be rerouted by ART CRAFT at your expense. ART CRAFT reserves the right to HOLD outbound freight until payment of all drayage invoices is satisfied.

7. ABANDONED FREIGHT: ART CRAFT will remove only our equipment and items, which are consigned to us per written authorization, by the exhibiting firm(s) and Facility or Show Management (i.e. freight). Any other items left behind by exhibiting firms or Show Management, and not authorized for removal by us, shall be deemed "abandoned", and Facility Management will be notified in writing. Reasonable effort will be made to contact known owners of abandoned items; however, ART CRAFT will not be responsible for any loss, damage, delay, disappearance or liability whatsoever regarding freight deemed abandoned.

8. ART CRAFT'S RESPONSIBILITY: ART CRAFT shall be responsible for only those services provided directly by ART CRAFT. ART CRAFT assumes no responsibility for any persons, parties, or other contracting firm not under ART CRAFT's direct supervision and control. ART CRAFT 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 ART CRAFT's reasonable control, concealed damage, nor for ordinary wear & tear in the handling of materials.

9. ART CRAFT'S LIMITS OF LIABILITY:

A. CLAIMS FOR LOSS: Claims for loss or damage must be filed within nine (9) months after the delivery of the property, except that claims for failure to make delivery must be filed within nine (9) months after a reasonable time for delivery has lapsed. In no event shall a suit or action be brought against ART CRAFT more than two (2) years and one day from the day when written notice is given by ART CRAFT to EXHIBITOR that the claim is disallowed. Receipt of shipment by consignee or the consignee's agent without written notification of damage or loss will be prima facie evidence that the shipment was delivered in good condition.

1. PAYMENT FOR SERVICES MAY NOT BE WITHHELD: In the event of any dispute between the EXHIBITOR and ART CRAFT 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 ART CRAFT for its services, as an offset against the amount of any alleged loss or damage.

2. MAXIMUM RECOVERY: If found liable for any loss, ART CRAFT's sole and exclusive remedy is limited to \$.50 per pound per article with a maximum liability of \$100.00 per item, or \$1,500.00 per shipment, whichever is less. When a declaration is made, liability shall in no event exceed the declared value of the shipment. **DECLARED VALUE AMOUNTS APPLY ONLY TO THE AIR SHIPMENT OF MATERIALS, AND NOT TO ANY OTHER SERVICES PROVIDED BY ART CRAFT INCLUDING, WITHOUT LIMITATION, MATERIAL HANDLING SERVICES.**

3. BREACH OF CONTRACT OR NEGLIGENCE: ART CRAFT's LIABILITY SHALL BE LIMITED TO ANY LOSS OR DAMAGE WHICH RESULTS SOLELY FROM ART CRAFT'S NEGLIGENCE IN THE ACTUAL PHYSICAL HANDLING OF THE ITEMS COMPRISING EXHIBITOR'S SHIPMENT OR WHICH RESULTS FROM BREACH OF CONTRACT AND NOT FOR ANY OTHER TYPE OF LOSS OR DAMAGE. In no event shall ART CRAFT 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 or subsequent to, or are alleged as a result of tortious conduct, failure of the equipment or services of ART CRAFT 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 ART CRAFT has been advised or has notice 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.

B. DECLARED VALUE: Declared value is available only on AIR SHIPMENT. The value per pound for applying valuation charges shall be determined by dividing the shipper's declared value for carriage by the actual weight of the shipment.

1. GROUND SHIPMENTS: No declared value is available for ground shipments. If the shipper declares a value, they must ship by Air.

2. DOMESTIC & INTERNATIONAL AIR SHIPMENTS: When the shipper declares a value that exceeds \$.50 per pound per article with a maximum liability of \$100.00 per item, or \$1,500.00 per shipment, whichever is greater, an additional charge of \$0.85 per \$100.00 of excess valuation or fraction thereof, subject to a minimum charge of \$3.25 per shipment, will be assessed on the declared value.

3. EXTRAORDINARY VALUE: Notwithstanding the above limitations, all shipments, domestic and international, containing the following items of extraordinary value are limited to a maximum declared value of \$500.00.

- a. Artworks and objects of art, namely original paintings, drawing, etchings, watercolors, tapestries or sculptures.
- b. Clocks, jewelry, including costume jewelry, furs, and fur trimmed clothing.
- c. Personal effect, including without limitation papers and documents.

4. LIABILITY: Liability for damage to shipments containing glass shall be limited to \$50.00. Shipments with a declared value exceeding \$50.00 will not be accepted. If inadvertently accepted, liability will be limited to \$50.00. Glass shipments include, without limitations: windshields, plate glass, ceramics, chinaware and light bulbs.

5. MAXIMUM VALUES: Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by us for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums.

C. INDEMNIFICATION: EXHIBITOR agrees to indemnify, forever hold harmless and defend ART CRAFT from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential) liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out of, contributed to or by and of the following:

- EXHIBITOR'S negligent supervision of any labor secured through ART CRAFT, 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, representative, customers, invitees and/or any Exhibitor Appointed Contractor (EAC) at the show or exposition to which this contract relates.
- EXHIBITOR'S violation of Federal, State, County or Local ordinances or the violation of Show or Facility Regulations and/or Rules as published and set forth by Facility and/or Show Management.
- EXHIBITOR'S inclusion of illegal substances, hazardous materials or waste in any shipments placed with ART CRAFT and for the violation of the representations and warranties made regarding hazardous materials within this Agreement.

10. INSURANCE: ART CRAFT is not an insurer nor provides insurance. Insurance for EXHIBITOR materials, shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide ART CRAFT with a release of subrogation to the extent of any insurance settlement received.

11. COLLECTION: YOU agree to pay all costs of collection by ART CRAFT of any amounts due hereunder, including actual attorney's fees. YOU further agree that, in the event any action arising out of or related to the Agreement between YOU and ART CRAFT, and ART CRAFT prevails, YOU shall pay ART CRAFT its actual attorney's fees and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, ART CRAFT shall be entitled to recover its fees up to the maximum amount by state law.

12. JURISDICTION: The Agreement is governed by the laws of the state where the ART CRAFT branch pertinent to the transaction is situated. Any action arising out of or related to the Agreement shall be brought, at ART CRAFT's discretion, either in a court with jurisdiction over the county in which the pertinent ART CRAFT branch is situated, in the county in which the project for which the goods are to be used is located, or in a court or before an arbitration panel where an action between ART CRAFT and a third party is pending which concerns the subject matter of the Agreement. To the extent allowed by law, YOU waive your right to a trial by jury in any action brought upon, or by reason of, the Agreement.

13. EXHIBITOR ACCEPTANCE OF ART CRAFT TERMS, CONDITIONS AND POLICIES: EXHIBITOR, as a material part of the consideration to ART CRAFT for equipment rental, provision of labor, material handling and transportation services waives and releases all claims against ART CRAFT, its employees, agents, officers, and directors with respect to all matters for which ART CRAFT 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 enforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions herein.