

BLAINE

Exhibit Transportation



- Specialized services available, including Time-Critical expedited and guaranteed shipping
- Comprehensive North American coverage
- Online visibility
- Dedicated, experienced, and successful exhibit services team
- Flexible, dependable solutions designed to meet your specific needs
- Competitive rates that will improve your margin
- No detention fees
- No extra fees for weekend/after-hour pickups (outbound shipments only)

For more information regarding our services, rates, shipment deadlines, documentation requirements, and ordering, please contact one of our transportation coordinators at (714) 522-8270 or via email at transportation@blainesvs.com

Terms and Conditions

MOTOR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

This contract establishes your legal obligations with regard to the property described herein being shipped with Blaine Transportation. It specifically limits your rights and possible recovery if your property is lost or damaged. You must accept all terms and conditions of this contract. You confirm that you have read and agree with all the terms and conditions of this contract by receipt without contest. This contract may not be waived or varied, except in writing and then only by an authorized representative of Blaine Event Services.

1. DEFINITIONS: In this Contract, "Blaine" means Blaine Event Services, and its respective employees, officers, directors, agents, assigns, affiliated companies, and related entities including any contractors appointed by Blaine. The term "Shipper" means the person or business for whom the property is being transported, and includes their respective employees, officers, directors, agents, assigns, affiliated companies and contractors appointed by the Shipper, excluding only Blaine. "Property" is all objects of any type received from the Shipper for transport by Blaine as described herein. "Consignee" is the party whom the Shipper has designated the goods are to be delivered.

2. FINAL CONTRACT BETWEEN PARTIES: In exchange for Shipper's payments and Blaine's services, which the parties have specified in this Contract, Blaine and Shipper each agree that this Contract shall govern their respective rights and obligations regarding transportation and Shipper's property. This Contract shall take effect when the property first comes into the physical possession of Blaine for inbound shipments and after loading on the applicable carrier for outbound shipments, and the responsibility of Blaine under same shall end when the property has been placed in the possession of the Consignee or the Consignee's designated agent. If any part of provision of this Contract is found by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract shall continue in full force and effect.

3. BLAINE'S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED: Blaine shall not be responsible for the performance of individuals or firms who are not under the direct supervision or control of Blaine. Blaine shall not be responsible for event or causes of loss, delay, or damage beyond its reasonable control, including (by way of illustration only, and not as limitation on breadth of this clause), strike, lockout, work slowdown or stoppage, power failure, breakdown of plant or machinery, facility failure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, act of war or belligerent parties, and any other cause or causes beyond the reasonable control of Blaine. Blaine shall not be liable for delay caused by highway obstructions, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defects of vehicles or equipment, or from any cause other than the negligence of Blaine. Blaine shall not be bound to transport by any particular schedule, means, vehicle or otherwise, other than with reasonable dispatch.

4. PACKAGING AND CRATES: Shipper's property must be well packaged for safe and secure handling, storage and shipment using ordinary care. Blaine makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Blaine 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, or improperly packed or labeled materials. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. General guidance as to acceptable packaging systems and procedures may be found in publications such as the National Motor Freight Classification, published by the National Motor Freight Traffic Association.

5. PERISHABLE GOODS: Goods of perishable nature are carried in dry trailers without environmental or atmospheric control or other special services unless Shipper states on the face of the "Service Request and Shipping Instructions" that the goods are to be in a refrigerated, heated, specially ventilated or otherwise specially equipped trailer. The carriage may be subject to additional charges. Shipper is responsible for bringing the goods to the proper temperature before loading the goods into the trailer, for proper storage of the goods within the trailer, and for setting the temperature (including maintenance and repair), during all times after the trailer is spotted by Blaine and before the trailer is received by Blaine. Blaine is not responsible for product deterioration caused by inherent vice, defect in the merchandise or transit times in excess of product shelf life. Refrigerated, heated, specially ventilated or otherwise specially equipped trailers are not equipped to change the temperature of goods (they are equipped only to maintain temperature.) Shipper will give written notice of requested temperature setting of the thermostatic controls before receipt of the goods by Blaine. When a loaded trailer is received, Blaine will verify that the thermostatic controls are set to maintain trailer temperature as requested. Blaine is unable to determine whether the goods were at the proper temperature when they were loaded into the trailer or when the trailer is delivered to Blaine. Air temperature at the unit sensor will be maintained within the proper range of plus or minus 5 degrees Fahrenheit of the temperature requested by Shipper on the face of the "Service Request and Shipping Instructions" if the goods were at that temperature when loaded into the container and if the temperature controls were properly set when the container was loaded.

6. REFUSED SHIPMENTS: If the Consignee refuses a shipment tendered for delivery or if Blaine is unable to deliver a shipment because of fault or mistake, Blaine's liability shall then become that of a warehouseman. (a) Blaine shall promptly attempt to provide notice, by telephonic, electronic, or written communication as provided on the face of these shipping instructions, if so indicated, to Shipper or the party, if any designated in these instructions to receive notice. (b) Storage charges, if applicable, shall start no sooner than the next business day following attempted notification. Storage may be, at Blaine's option, in any location that provides reasonable protection against loss or damage. Blaine may place the shipment in public storage at the owner's expense and without liability to Blaine. (c) Blaine does not receive disposition instruction within 48 hours of the time Blaine's attempted first notification, Blaine will attempt to issue a second and final confirmed notification. Such notice shall advise that if Blaine does not receive disposition instructions within 10 days of notification, Blaine may offer the shipment for sale at a public auction and Blaine has the right to offer the shipment for sale. The amount of sale will be applied to Blaine's invoice for transportation, storage, and other lawful charges. Shipper will be responsible for the balance of charges not covered by the sale of goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim of proof of ownership. (d) Where Blaine has attempted under such circumstances and in such manner as may be authorized by law. (e) When perishable goods cannot be delivered and disposition is not given within a reasonable time, Blaine may dispose of the property to the best advantage. When Blaine is directed by Consignee or Consignor to unload or deliver property at a particular location where Consignor, Consignee, or the Agent of either is not regularly located, Blaine's liability for the shipment shall terminate after unloading or delivery.

7. INSURANCE: Blaine is NOT AN INSURER. Shipper is responsible for obtaining insurance for its property. Blaine provides no insurance for Shipper or its property.

8. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES: Shipper understands that even if Shipper's property is lost, stolen, or damaged, Blaine does not pay replacement or restoration cost of any property. **BLAINE/THE CARRIERS'S MAXIMUM LIABILITY SHALL BE THE AMOUNT OF PROVEN ACTUAL VALUE NOT EXCEEDING THE LOWER OF THE FAIR MARKET VALUE ("THE FAIR MARKET VALUE" EQUALS THE AS IS PRICE FOR THE PROPERTY AT THE LOCATION OF THE SHOW TO WHICH PRICE A WILLING BUYER AND WILLING SELLER WOULD AGREE IN AN ORDINARY COURSE OF BUSINESS, ARM'S LENGTH SALE.) OR \$25.00 (USD) PER POUND (SHIPMENTS MOVING VIA GROUND) PER PIECE OF CARGO LOST OR DAMAGED UNLESS AT THE TIME OF SHIPMENT SHIPPER MAKES A DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE SHIPPING INSTRUCTIONS AND PAYS THE APPROPRIATE VALUATION CHARGE.** Even if Shipper has made a declaration of value, liability shall never exceed the depreciated original invoice value or the fair market value of the property, whichever is less. The value per pound for applying declared valuation charges shall be determined by dividing Shipper's declared value for carriage by the actual weight of the

shipment. IN all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by Shipper or has been agreed upon in writing as the released value of the property upon which the rate is based, such lower value plus freight charges, if paid, shall be the maximum recoverable amount for loss or damage. Notwithstanding the above limitations, all shipments containing the following items of extraordinary value are limited to a maximum declared value of \$500.00 (USD): (a) Artworks and objects of art, including without limitation, original paintings, drawings, etchings, watercolors, tapestries and sculptures or prototypes; (b) Clocks, jewelry, including costume jewelry, furs and fur trimmed clothing; (c) Personal effects, including without limitation, papers and documents; or (d) Coin money, currency, gift certificates, debit cards, credit cards, and any other items of extraordinary value. Any declared values in excess of the maximums does not constitute in excess of the maximums allowed herein is null and void, and the acceptance by Blaine/the carrier for carriage of any shipment with declared value in excess of the allowed minimums does not constitute a waiver of these maximums. In any event, (excluding small package program shipments) **BLAINE/THE CARRIER'S MAXIMUM LIABILITY WILL NEVER BE MORE THAN \$100,000 PER SHIPMENT.** Shipper understands that even if Shipper is not able to participate or fully participate in a show due to loss of, theft of, or damage to their property, Blaine/the carrier shall not be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, loss of use damages, loss of profits damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, or damages of failure of performance, breach of contract damages, fraud damages, or any other sort of damage for tort or breach of contract. This limitation shall bind the parties: **(A) WHENEVER OR WHEREVER THE CLAIMED LOSS OR DAMAGE MAY OCCUR; (B) EVEN THOUGH THE ALLEGED LOSS OR DAMAGE IS CLAIMED TO RESULT FROM NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, BREACH OF CONTRACT, BREACH OF STATUTE OR REGULATION, OR ANY OTHER LEGAL THEORY OR CAUSE, AND; (C) EVEN THOUGH BLAINE MAY HAVE BEEN ADVISED OR BEEN ON NOTICE OF THE POSSIBILITY OR EVEN THE PROBABILITY OF SUCH DAMAGES.**

9. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION: (a) Shipper must pay in full for the services rendered under this Agreement at the time the services are requested. The existence of a dispute between Shipper and Blaine relative to any claim or other matter shall have no bearing on this duty of payment. No claim may be submitted by or on behalf of Shipper to Blaine unless Shipper's account is current. (b) Shipper warrants and will ensure that its property is inert, and contains no Hazardous Substances, Hazardous Materials, Chemicals, Gasses, Explosives, Radioactive Materials, Biologically hazardous agents, or any other substance, matter or object in any form that could pose a threat to the health or safety of Blaine persons, property, or the public welfare in general. Such goods may be warehoused at owner's risk and expense destroyed without compensation. (c) Shipper shall defend and indemnify Blaine, its employees, directors, officers, and agents 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 attorney "fees and investigation costs") on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following: Shipper's negligence, willful misconduct, or deliberate act; Shipper's violation of Federal, State, County or Local ordinances; Shipper's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management; and/or Shipper's failure to comply with subsection (b) of this section regarding the inclusion of any dangerous substances in the property placed with Blaine.

10. CLAIMS: Claims must be filed in writing within nine (9) months after the date of delivery of the property (or in the case of export), except that claims for failure to make delivery must be filed within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss, damage, or delay shall be instituted against Blaine no later than two (2) years and one (1) day from the day when written notice is given by Blaine to the claimant that Blaine has disallowed the claim or any part or parts of the claim specified in the notice. Shipper shall deliver notice of claim for loss or damage by hand, U.S. mail, courier, facsimile, or electronic means to Blaine Transportation: 114 S. Berry St. Brea, CA 92821, as soon as loss or damage is discovered. The notice of claim shall invite a prompt joint survey of the damage, at a time and place to be agreed between the parties, and such survey shall go forward promptly. However, if in any case the property is received by the Consignee or the Consignee's agent without notice of loss or damage to the property being served on Blaine within 15 calendar days of the receipt of property, it is agreed between Blaine and Shipper that in this instance the presumption shall arise that the property was delivered in proper quantity and in good condition.

11. CHOICE OF FORUM/ARBITRATION: THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF CONTRACT, TORT, COMMON LAW OR RELATING TO THE ENFORCEMENT OR INTERPRETATION OF THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN BREA, CALIFORNIA. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

12. MISCELLANEOUS: (a) Shipper warrants the accuracy of the weight and dimension data furnished in the Contract (b) Shipper understands that once its property is shipped by Blaine pursuant to the instructions contained in this Contract, Shipper has no right to control the shipment, stop the shipment in transit, or divert or reschedule same. (c) Shipper agrees that this Contract may be provided to any third party, including common or contract carriers of cargo by air, water, rail or road, for the purpose of confirming the right of Blaine to control the handling of the property and all matters related to payment for the shipment. Shipper agrees that all shipments are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

BILL OF LADING LISTED TERMS

SHIPMENTS MOVING VIA GROUND TRANSPORTATION: Exhibitor agrees (i) Forwarder's liability to Exhibitor shall be limited to \$25.00 per pound per package and shall not exceed \$100,000 under any circumstances; and (ii) Forwarder shall have no liability for special, incidental, PUNITIVE or consequential damages arising from any loss, damage, mis-delivery or delay of shipment HOWEVER CAUSED.

DECLARED VALUE: Available at the exhibitor's expense at the rate of \$4.25 per \$100.00 of value declared. Minimum charge of \$100.00

RE-ROUTE FREIGHT: If exhibitor's requested carrier fails to pick-up shipment Blaine reserves the right to re-route/re-consign freight to carrier of Blaine's choice. Any freight left or abandoned on the show floor will be returned to warehouse and/or consigned to carrier of Blaine's choice at exhibitor's expense. Additional COD charges will apply. Blaine reserves the right to use any payment method on file (included credit cards). All Shipping charges and weights are estimates until the shipment is delivered.

Shipping Inquiry Form

At Blaine, we understand that your time is valuable when preparing for a trade show. Blaine Transportation partners with leading trade show transportation providers to assist with all of your shipping needs. We provide a broad portfolio of transportation services for inbound and outbound exhibit shipments, including expedited and specialized services.

Please submit completed forms to us via fax at (714) 522-8271 or email at transportation@blainesvs.com, and one of our transportation coordinators will contact you within two business days with an estimate. Required fields are marked with an asterisk (*).



CONTACT NAME*: _____

COMPANY NAME*: _____

EVENT NAME*: _____

BOOTH NUMBER: _____

PHONE*: _____

EMAIL*: _____

ORIGIN ADDRESS*: _____
(Street Address, City, State, Zip)

DESTINATION ADDRESS*: _____
(Street Address, City, State, Zip)

ESTIMATED NUMBER OF PIECES:

_____ Skids/Pallets	_____ Crates
_____ Fiber Cases	_____ Carpets
_____ Cartons	_____ Other

TOTAL ESTIMATED WEIGHT*: _____ lbs. **DIMENSIONS:** (L) _____ (W) _____ (H) _____

SPECIAL REQUIREMENTS: _____

SHIPMENT TYPE*:

- Standard Ground (3 – 6 business days)
- Time Critical
 - Must Arrive on: _____
 - Must Arrive by: _____



Please submit completed forms to transportation@blainesvs.com or via fax to 714.522.8271

114 S. Berry Street, Brea, CA 92821 • Phone: 714.522.8270 • Fax: 714.522.8271 • www.blainesvs.com

Blaine Transportation

TRAVEL & ADVENTURE
SF / BAY AREA

SHOW NAME: _____ BOOTH #: _____

COMPLETE THIS FORM ONLY IF YOU ARE
SHIPPING YOUR EXHIBIT MATERIALS BY
BLAINE TRANSPORTATION

INBOUND

TIPS FOR SUCCESSFUL SHIPPING

- Credit card information must be on file prior to pick up, as charges will be included on your show services invoice.
- Blaine will provide you with pre-printed shipping labels. Please make sure each shipment piece is clearly labeled.
- Blaine recommends shipping to the Advance Warehouse. We will warehouse your shipment for up to 30 days at no additional cost and your shipment is guaranteed to be in your booth when you arrive for move-in.
- Blaine strongly recommends to palletize and shrink wrap shipments to adequately protect contents.

PICK UP INFORMATION

Requested Pick Up Date: _____

Requested Pick Up Time: _____ - _____
(minimum 4 hour window after 12:00 PM)

Shipper Name: _____

Shipper Address: _____

Contact Name: _____

Phone Number: _____

- Lift Gate Required Residential pick up Inside pick up

DESTINATION

- I will be shipping to the ADVANCE WAREHOUSE
***MUST BE DELIVERED NO LATER THAN MARCH 13**

- I will be shipping to SHOW SITE
***CANNOT BE DELIVERED BEFORE MARCH 20**

SERVICE SELECTION

- Standard Ground (3 - 6 business days)
 Time Critical
 Must Arrive on: _____
 Must Arrive by: _____

SPECIAL INSTRUCTIONS _____

SHIPMENT DETAILS

Number of pieces	Estimated Weight
_____ Crates	_____
_____ Cartons	_____
_____ Cases / Trunks	_____
_____ Skids	_____
_____ Other (_____)	_____
_____ TOTAL	_____

Dimensions of **largest** piece: (L) _____ (W) _____ (H) _____

OUTBOUND

IMPORTANT INSTRUCTIONS

Every shipment must be clearly labeled and requires a Blaine Material Handling Agreement (MHA) for each destination.

1. Exhibitor must complete this request form and return it before the show closes.
2. Blaine will create a MHA and shipping labels.
3. MHA and shipping labels can be picked up at the Blaine Service Desk during move-out.
4. Exhibitor must properly pack and label shipment.
5. Exhibitor must return the signed MHA to the Blaine Service Desk with confirmed piece count and estimated weight.

SHIP TO ADDRESS

Shipper Name: _____

Shipper Address: _____

Contact Name: _____

Phone Number: _____

- Lift Gate Required Residential delivery Inside delivery

SERVICE SELECTION

- Standard Ground (7-11 business days)
 Time Critical
 Must Arrive on: _____
 Must Arrive by: _____

SPECIAL INSTRUCTIONS _____

_____ **DESIRED NUMBER OF LABELS**

- Please contact me about costs for additional insurance on my shipment

Please return this completed form to Blaine via email at
transportation@blainesvs.com
or by fax to (714) 522-8271.

EXHIBITOR SHIPMENT AUTHORIZATION

Signature: _____

Printed Name: _____

*Emergency/Mobile Phone #: _____

By signing Exhibit Transportation Form, you and/or company agree to payment terms & conditions (listed in the show Exhibitor Service Manual), limits of liability through carrier, and authorize Blaine to use any payment method on file (including credit cards). All shipping charges and weights are estimates until the shipment is delivered. It is the exhibitor's responsibility to report damage, including concealed damage, within 10 days to the carrier.