



IFPA - The Foodservice Conference July 27-28, 2023 Monterey Conference Center Monterey, CA

Discount Deadline: Monday, July 10, 2023

Material Hand	dling		
Company Name		Booth #	
CHECK ONE:	☐ We plan to ship our crated materia	al to the ADVANCE SHIPMENT WAREHOUSE.	
	$\square$ We plan to ship our materials direc	ct to the <b>EXHIBIT SITE</b> .	
<b>CALCULATION OF ORDER</b> *When calculating weight, round up to the next 100 lbs. (i.e.: 265 lbs. = 300 lbs., = 3 x rate = Dollars or Minimum).			
	IIPMENTS TO THE WAREHOUSE (100 lbs. =   100 lbs. =   10	•	
	MENTS TO THE EXHIBIT SITE (100 lb m lbs. @ \$90.00 per 100 lbs. =	•	
	PRODUCT TO EXHIBIT SITE (100 lb mir lbs. @ \$70.00 per 100 lbs. =	•	

#### Important Information

There is a 200# minimum charge for each shipment received at the advanced warehouse or direct to showsite. We understand that your calculation is only an estimate. Your shipment will be invoiced based on the actual weight listed on the inbound bills of lading. Adjustments will be made accordingly.

Shipments received without material handling forms, authorization to provide material handling and payment on file will be charged special handling. Overtime and special handling fees are in addition to advance and/or direct material handling fees.

#### Overtime

Overtime is Monday through Friday prior to 8:00 am and after 4:30 pm; all day Saturday, Sunday and observed Union Holidays. Special handling is charged to exhibitors who ship after the shipping deadlines.

When warehouse freight must be moved into the exhibit site on overtime due to scheduling conflicts that are beyond TriCord's control, overtime charges will apply.

## Empty Storage Information

TriCord will store any empty containers for the duration of the show. Please adhere the "Empty" label to each of your items, noting your company name and booth number. Labels can be found at our TriCord Service Desk during exhibitor move in. After the close of show, all empty containers will be returned. Please be advised, this process can take between 30 minutes and two hours. TriCord assumes no liability for damage to items sent to empty storage.

#### International Shipments

All international shipments must be cleared through US Customs. TriCord or any of our advanced warehouses will not clear shipments through US Customs. Exhibitors shipping into the USA are responsible for obtaining a Customs Broker to clear shipments through US Customs. If you have any questions, please contact your shipping company.





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### **Limits of Liability & Responsibility**

- 1. TriCord, and its subcontractors shall not be responsible for damage to uncrated materials, materials improperly packed, glass breakage or concealed damage.
- 2. TriCord, and its subcontractors are not and cannot be, responsible for loss or disappearance of the Exhibitor's booth materials after they have been delivered to the Exhibitor's booth.
- 3. Similarly, TriCord and its subcontractors cannot be responsible for the disappearance of the Exhibitor's materials before the materials are picked up from the Exhibitor's booth for loading out after the show. All bills of lading covering outgoing shipments, which are given to TriCord by the Exhibitors, will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist.
- 4. TriCord, and its subcontractors shall not be responsible for loss, delay or damage due to strikes, lockouts or work stoppages of any kind.
- 5. TriCord, and its subcontractors shall not be responsible for ordinary wear and tear in the handling of equipment, or for loss or damage due to fire, theft, windstorm, water, vandalism, acts of God, mysterious disappearance or other causes beyond our control.
- 6. TriCord, and its subcontractors shall not be held liable for any damage incurred during the handling of equipment requiring special devices to properly load, place or reload, unless advance notice has been given to TriCord in time to obtain the proper equipment.
- 7. It is understood that TriCord and its subcontractors are not insurers. Insurance if any shall be obtained by the Exhibitor and that the amounts payable to TriCord hereunder are based on the value of the material handling services and the scope of liability as herein set forth and are unrelated to the value of the Exhibitor's property being handled. Since it's impractical and extremely difficult to fix the value of each shipment handled by TriCord, TriCord and it's subcontractors do not provide full liability should loss or damage occur. It is agreed that if TriCord, or it's subcontractors, should be found liable for loss or damage due to a failure to properly handle the Exhibitor's equipment, the liability shall be limited to the specific article which was physically lost or damaged and such liability shall be limited to sum equal to \$.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 damages and not as a penalty, as the exclusive remedy: and that provisions of this paragraph shall apply if loss or damage irrespective of cause or origin, results directly or indirectly to property from performance or nonperformance of obligations imposed by the offering of material handling services to exhibitors or from negligence, active or otherwise, of TriCord, its subcontractors or employees.
- 8. TriCord, and its subcontractors, 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 an Exhibitor's materials which may make it impossible or impractical to exhibit same.
- 9. Claims for loss or damage which are not submitted to TriCord within thirty (30) days of the close of the show on which theloss or damage occurred shall be considered waived. No suit or action shall be brought against TriCord, or its subcontractors, more that one (1) year after the action of the cause of action therefore.
- 10. The consignment or delivery of a shipment to TriCord, or its subcontractors, 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 Sections 1 thru 9.

\*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 usually be done by adding "riders" to existing policies. Contact your insurance representative.

\*BE SURE YOUR LIABILITY INSURANCE is in effect at the show site. Contact your insurance representative.





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# **Authorization to Provide Material Handling**

We hereby authorize TriCord to provide such services necessary to handle our shipment(s) in accordance with the information set forth in the "LIMITS OF LIABILITY AND RESPONSIBILITY" above and we further agree to the following:

A. We have examined and reviewed the "Material Handling Classification and Rates" page which were forwarded to our firm and we understand that we will be charged Material Handling Services in accordance with the published rates for such services as are provided.

B. We accept the responsibility for the payment of all the TriCord charges in connection with the handling of our shipment(s) and we guarantee payment to TriCord in the event any third party who acts on our behalf shall fail to pay such charges within thirty (30) days of the receipt of the TriCord invoice for such charges.

C. We Agree to TriCord's "Limits of Liability and Responsibility" as set forth above.

D. We agree that TriCord or its subcontractors' liability shall be limited to any loss or damage which results solely from TriCord or its subcontractors, negligence, the actual physical handling of the items comprising shipment(s) and not for any other type of loss or damage.

E. With particular reference to paragraphs "c" and "d" above, we agree in connection with the receipt, handling, and temporary storage and reloading of our materials that TriCord and its subcontractors will provide their services as our agent, and not as bailee or shipper. If any employee of TriCord, or its subcontractors, shall sign a delivery receipt bill of lading or other documents we agree that TriCord, or its subcontractors, will do so as our agent and we accept the responsibility therefore.

- (1) Relative to inbound shipments, we recognize that there may be a lapse of time between delivery of our shipment(s) to our booth by TriCord subcontractors, and the arrival of our representative at the booth and during such time our shipment(s) will be unattended at our booth. We agree that TriCord, or its subcontractors shall not be responsible for any loss or damage which may occur during such period.
- (2) Relative to outgoing shipments, we recognize that there will be a lapse of time between the completion of packing and the actual pickup of our materials from our booth for loading onto a carrier, and during such time our shipment(s) will be left unattended in our booth. We agree that TriCord and its subcontractors shall not be responsible for any loss or damage which may occur during such period. We authorize TriCord, or its subcontractors to adjust the quantities and times on any bill of lading submitted by us to TriCord, or its subcontractors to confirm to the actual count of materials in the booth at the time of pickup.
- F. We agree, in the event of a dispute with TriCord, or its subcontractors, related to any loss or damage to any of our materials or equipment, that we will not withhold payment of any amount due to TriCord for material handling service or any other service provided by TriCord, or its subcontractors, as an offset against the amount of the alleged loss or damage. Instead, we agree to pay TriCord within thirty (30) days from the close of the show for all such charges and further agree that any claim we may have against TriCord, or its subcontractors, will be pursued independently by us as a completely separate transaction to be resolved on its own merits.
- G. In order to expedite removal of materials from the show site, TriCord shall have the authority to change designated carriers, such carriers do not pick up on time. Where no disposition is made by the exhibitor, materials will be taken to a warehouse to wait the exhibitor's shipping instructions and we agree to pay for charges relating to such handling at the warehouse.
- H. We agree that all questions relating to the classification freight of the exhibitor's materials, rates charged or weights used to determine material handling charges shall be submitted to the TriCord office indicated on the invoice thirty (30) days of the receipt of the invoice. Complaints received after such period shall not be considered and payment of the invoice shall be made in full.

Company Name	Booth #
Signature	Date