# INSTRUCTIONS FOR SELLING IN THE WCNA-32 ALTERNATIVE MERCHANDISE STORE

**READ CAREFULLY** 

### WHAT IS ALTERNATIVE MERCHANDISE AND WHO CAN SELL IT?

NA World Services provides an alternative merchandise store at many world service events for regions and areas to sell merchandise. Originally, the store was intended for the sole purpose of giving areas and regions an opportunity to sell excess merchandise they had previously produced for an event, but were not able to sell. As our members' desire for merchandise from around the world has grown, the store's purpose has evolved as well. Today the store is still a way for some NA communities to sell leftover merchandise, while other NA communities specifically develop and sell new merchandise to help fund their local services.

The World Board discussed NA World Services' policy about this issue and determined that the responsibility for this type of decision lies with the area or region involved. NAWS recognizes that different communities have different needs and circumstances and that these are best discussed in the local service community. The original policy was created because of problems and abuse by the very few. It seems more responsible for us to let you know some of the potential pitfalls rather than try to enforce the old policy or dictate your decisions.

If you are using this opportunity to help fund local services, please consider that there is always risk in depending on this kind of effort. Sometimes your community can become reliant on this income in order for your services to function, and this income is not necessarily dependable or guaranteed. In addition to the cost of your merchandise, you will also have expenses for facility and shipping costs and local sales tax. Sales at the store are competitive because our members are selective, and typically there are NA goods from all over the world available. Also, because the store only lasts a short time, you will want to be careful not to over-project how much you will sell. All of these extra costs should be given careful consideration so that you can make clear financial decisions regarding the viability of this opportunity for your community.

The other issue to be aware of is that licensed vendors seeking access to the alternative store may offer a small percentage of their profit to sell their goods under your NA community or committee's name. Or vendors might offer to freely supply you with the goods for your committee members to sell in the store in exchange for a percentage of sales and return of any leftover merchandise. While this may seem appealing on the surface, it creates problems at every convention as we only allow area and regional committees—not licensed vendors—to sell in the alternative merchandise store.

We trust that providing you with a clear explanation about the store and how it works will assist you in making your decisions. This can only work if you help us make it work.

### WHAT ARE THE STORE HOURS?

The Alternative Merchandise store will be held on Sunday, 2 September 2007 from 9:00 to 10:30 am.

### HOW DO I OBTAIN APPROVAL TO SELL ALTERNATIVE MERCHANDISE?

Those wishing to sell in the store must do all of the following:

- 1. Register by completing the WCNA-32 Alternative Merchandise Agreement and returning it to the NAWS no later than 1 August 2007. You may now do this online by going to www.na.org/wcna32/index.htm.
- 2. Submit a Texas Sales & Use Tax Permit application (form AP-201) to obtain a Sales & Use Tax Permit issued by the Texas State Controller. **You may do this online by going to www.window.state.tx.us/taxpermit/.**
- 3. Save your confirmation letter from NA World Services that will include your table number.
- 4. Bring your confirmation letter and Texas Sales & Use Tax Permit to the Operations Office at the convention center (room number to be listed in WCNA-32 Program Guide). After verification, you will be issued an approval certificate that will grant you access to the alternative merchandise room beginning at 8:00 am on Sunday, 2 September 2007.

### GETTING YOUR MERCHANDISE IN AND OUT OF THE STORE

Per facility regulations, you will only be allowed to hand-carry your goods into the facility if they can be carried by one person in one trip without the use of a handcart (in other words, if you only have one small box you can carry it into the Alternative Merchandise store). All merchandise not meeting this requirement must be delivered via cart load service (see form) or shipped. That means that if you have more than one box, you need to use **GES Exposition Services** for material handling service (see below). Violations of this rule will be viewed by the facility as a violation of their contract with NA World Services. Therefore, in order to limit NA World Services' liability, anyone violating these facility regulations will lose their right to sell in the store. *GES instructions are included in this packet*.

### If you have more than one box that needs to go into the store, you must send it either one of two ways:

- (1) Cartload Service: If you are carrying multiple boxes with you to WCNA-32, you must deliver them to the convention center loading dock on Thursday, 30 August or Friday, 31 August, between 10:00 am and 2:00 pm. When you arrive you must tell the GES staff that you are "electing to use the cart service." The cost is \$45.00 if you pay in advance and \$58.00 if you pay at the time of service. Your boxes will be delivered to your designated table number when you enter on Sunday, 2 September 2007. There will be an additional cost of approximately \$58.00 if you have leftover merchandise that needs to be taken back out through the loading dock. The same rules apply for removing your merchandise from the convention center: if you have more than one box, you must use the cart service to remove your boxes from the facility. For detailed information about this service, please see the attached GES packet, page 12.
- (2) Advance Shipment: Starting 31 July 2007 and until 24 August 2007, you may opt to ship your merchandise to the GES warehouse where it will be stored and then delivered directly to the merchandise room on Sunday and placed at your assigned table. As you will see on the *Material Handling Order Form* (*R-2CA*) in the GES packet that is attached, charges differ depending on weight, whether the materials are crated, uncrated or require special handling. Crated advanced shipments have a minimum charge of 100 cwt at the cost of \$81.00. CWT means "per 100 pounds" (rounded to the closest 100 pounds). Since a minimum is required this means you will be charged at least \$81.00, whether you ship 1 to 200 pounds of crated material. Small packages less than 50 pounds sent to the warehouse will be charged \$30.00 for the first carton and \$10.00 for each additional carton. For detailed information about this service, please see the attached GES packet, page 10.

NO PACKAGES CAN BE SHIPPED DIRECTLY TO THE FACILITY.

ALL SHIPMENTS MUST BE SHIPPED TO AND STORED AT THE GES WAREHOUSE.

PACKAGES NOT RECEIVED AT THE WAREHOUSE BY 24 AUGUST 2007 MUST USE CARTLOAD SERVICE.

Because your merchandise will be stored by GES and delivered by them to the alternative merchandise store it is very important to clearly mark your boxes. After we receive your signed agreement you will be assigned a table number. That number must be written clearly on each of your boxes.

YOU MUST COMPLETE THE ALTERNATIVE MERCHANDISE FORM AT WWW.NA.ORG/WCNA32/INDEX/HTM BEFORE SHIPPING ANY ITEMS TO GES.

### TEXAS REQUIRES SALES TAX ON MERCHANDISE

The State of Texas and city of San Antonio require that you charge a Sales tax of 8 ¼% (.0825) on all sales. In order to sell merchandise in the alternative store you must comply with this tax provision. You will need a Sales & Use Tax Permit issued by the Texas State Controller. Please follow the instructions. If you have questions regarding the permit, please call the information numbers listed for the Texas State Controller. If you reside outside of the United States, you may provide a copy of your passport instead of the state ID.

You must submit the application right away as processing takes several weeks.

An Important Note about Taxes for Communities outside of North America: We recognize that for some communities obtaining a General Excise Tax permit may be difficult to accomplish and it is not our desire that this requirement preclude the possibility of your participation. For this reason, we can help arrange for you to sell your goods under the tax permit of another region. For more information please contact the NAWS at 818-773-9999 extension 114, or e-mail events@na.org.

# WCNA-32 Alternative Merchandise Letter of Agreement

to be completed by an officer of the area or region

State/Province
Postal Code
the following: behalf of (name of area/region)
NTION OF NA, in San Antonio, Texas, USA.  offee cups, hats, etc.]:
t of paper to this agreement.]

I further certify that we are not entering into a sales agreement with a private vendor. I understand that the intention of Narcotics Anonymous World Services is to provide space for our area/region only.

Further, by signing below I acknowledge that I accept full responsibility for adherence to all **Sales & Use Tax Laws of the State of Texas**. I will complete and submit a Texas State Sales & Use Tax Permit (AP-201) as issued by the Texas State Controller. I accept full responsibility for the payment of any and all taxes to the State of Texas and release NA World Services of any and all liability. Further, I understand that our activities must comply with all facility and union regulations governing the facility where Alternative Merchandise is to be sold. I understand that final permission to sell merchandise is contingent upon providing NA World Services with a signed copy of this agreement before **1 August 2007**, bringing the Sales & Use Tax permit to the operations office during the hours posted in the convention program, and obtaining an approval certificate from NAWS.

Signature of Area/Regional Chairperson or Officer	Date
Please Print Name and Position	
	Email
OFFICE USE ONLY:	
SPACE NUMBER	
VERIFIED WITH CHAIR	
Staff Name Date	

### Texas Tax FAQ

### 1. How do I get a Sales & Use Tax permit?

There are several ways to obtain a permit.

- a) Apply on line using the Texas Online Sales Tax Registration System at <a href="https://www.window.state.tx.us">www.window.state.tx.us</a>. This process takes 3 to 4 weeks to receive a permit.
- **b)** You may complete the attached application form <u>AP-201</u> and return it by mail to:

Comptroller of Public Accounts 111 E. 17<sup>th</sup> Street Austin, TX 78774

This process takes 4 to 6 weeks to receive a permit.

c) You may submit an application in person at one of the Texas Tax enforcement field offices. In this case a permit can be issued the same day if all the requirements are met.

### 2. Is there a fee charged for a Texas sales and use tax permit?

There is no fee for the Texas Sales and Use tax permit. However, based on your application, you could be required to post a security bond. For more information on security bonds, please contact your local enforcement field office.

### 3. Do I need more than one permit?

Each seller must have a tax permit for each active place of business. A place of business is an established outlet, office, or location that the seller, or the seller's agent, or employee operates for the purpose of receipt of orders for taxable items. A warehouse, storage yard, or manufacturing plant is not a "place of business of the seller" for tax permit requirement purposes unless the seller receives three or more orders in a calendar year at the warehouse, storage yard, or manufacturing plant. If you have multiple places of business you will receive separate permits for each business location displaying the same taxpayer identification number, but with separate outlet or sequence numbers.

### 4. Am I required to register to pay other taxes?

When you apply for a sales and use tax permit, we may be able to inform you of other taxes, licenses, or fees that your business might be responsible for, but you have the obligation to determine what taxes, licenses, or fees (federal, state or local) your business is responsible for reporting and/or paying.

### 5. How do I contact the Texas State Controller to find out more information?

You may go to their website at <u>www.window.state.texas.us</u> or you may call their toll free number (800) 252-5555.



Information

**Brochure** 



## Alternative Merchandise Packet

WCNA - 32

September 2, 2007

### **Official Service Contractor**

GES Exposition Services Phone (in USA): 800.475.2098 International Calls: 702.515.5970 7050 Lindell Road FAX (in USA): 866.329.1437 International Faxes: 702.263.1520

Las Vegas, NV 89118-4702 Contact us Online: www.ges.com/contact

### Important Dates Be sure to check all order forms for additional deadlines.

Tuesday, July 31 Advance Shipments may begin arriving at WarehouseThursday, August 9 Discount Deadline for orders received with payment

Friday, August 24 Last day for Advance Shipments to arrive at Warehouse without surcharges

**Thursday,** August 30 Cartload 10:00am - 2:00pm - See Cartload Service Form Friday, Cartload 10:00am - 2:00pm - See Cartload Service Form

 Sunday,
 September 2
 Setup
 8:00am - 9:00am

 Sunday,
 September 2
 Store Hours
 9:00am - 10:30am

Sunday, September 2 Move Out 10:30am - 11:00am

### Shipping Addresses

Advance Shipments to Warehouse

c/o GES Exposition Services (Exhibitor Name/Booth #) Yellow Freight Systems, Inc 111 Gembler Road San Antonio, TX 78219 Shipments should arrive on or before:

Friday, August 24, 2007

### What is a General Services Contractor?

GES® has been selected as the official services contractor by the show organizer to design and produce your show. Because of the many areas that GES is involved in at the show, we are familiar with the key individuals managing your event. If at any time during the planning process you are unsure where to turn, just ask us – we're at your service.

Many exhibitors are not aware of the depth and breadth of products and services offered by GES. Because we have insight into and control of the entire show process, we can generally save you time and money by assisting in your pre-show planning.

### **Exhibitor Services**

Our Exhibitor Services organization is the service team responsible for answering exhibitor questions, processing your orders and handling any special requests. They are the conduits between production, operations and your exhibiting needs. Regardless of your request, you can contact them for advice and information about the show – if they don't know the answer, they will find it!



# Payment & Credit Card Charge Authorization

G-2

RETURN TO: GES Exposition Services • 7050 Lindell Road, Las Vegas, NV 89118-4702 • Phone: 800.475.2098 • FAX: 866.329.1437 International Exhibitors Only: Phone: 702.515.5970 • FAX: 702.263.1520 Contact us Online: www.ges.com/contact

All orders are governed by the GES Payment Policy and GES Terms & Conditions of Contract as specified in this Exhibitor Manual.

# **WCNA - 32**September 2, 2007

FORM DEADLINE DATE:
August 9, 2007

September 2, 2007						,
COMPANY NAME	EMAIL ADDRES	SS				BOOTH NUMBER
STREET ADDRESS	CITY		STATE	ZIP		COUNTRY
PHONE	FAX				PUR	CHASE ORDER NUMBER
SHOWSITE CONTACT	SHOWSITE CO	ONTACT EMERGENCY #			CONTAC	CT'S HOTEL (OPTIONAL)
Payment Policy		I agree in plac				
Payment for Services — GES requires payment in full at the ordered. Further, GES requires that you provide a credit card a your initial order. For your convenience, we will use this authorizati account for services, which may include labor, material handling, fuel or energy surcharge.	authorization with on to charge your		y and GES		& Conditions	s of Contract.
<b>Discount Prices</b> — To qualify for discount pricing, orders must payment on or before the discount price deadline(s).	be received with	Ā	UTHORIZED NAM	ME - PLEASE F	PRINT	DATE
<b>Method of Payment</b> — GES Exposition Services accepts M Discover, Diners Club, American Express, check and bank wire trorders are not considered payment. All payments must be made in on a U.S. Bank. <i>Exhibitors will be charged a \$25.00 fee for return</i>	ansfer. Purchase U.S. funds drawn	Credit Card Cl		ed)	tion  ☐ MasterCard	
<b>Third Party Billing</b> — Each exhibiting firm is ultimately responsit incurred on its behalf. GES Exposition Services reserves the collection action against the exhibitor if the authorized third party of <i>Third Party Billing Request</i> form.	right to institute		□ Corporate □ Personal		☐ VISA ☐ Diners Club ☐ Discover ☐ American Ex	orace
<b>Tax Exempt</b> — If you are tax exempt in the state in which you you must provide a Sales Tax Exemption Certificate for that state above information to the GES office for this show. Taxes vary by be added to your invoice, if you do not submit your tax exempt the deadline.	Please send the location and will certificate prior to	Account Number –		_	PLEASE PRINT	DIESS
Adjustments and Cancellations — No adjustments to invoices will close of the show. Please refer to the individual forms for labor, et fees. All orders cancelled by the Exhibitor or due to the cancellation.	c. for cancellation	CARDHOLDER'S BILLING A	DDRESS		CITY	
their non-participation may be subject to cancellation fees equal the total order, based upon the status of move-in, work performed up costs or expenses. A minimum non-refundable deposit of \$25. towards the invoice, unless there is a cancellation of your order.	I and/or GES set- 00 will be applied Additionally, GES	STATE  PLEASE	ZIP		COUNTRY	
retains the right to implement/assess a fuel or energy surcharge necessary based upon market conditions.	on all services as	SIGN	CARDHOLDER'S S	SIGNATURE		DATE
*If you wish to purchase coverage for excess declared value, ple Handling Form (R-2).	ease see Material	Calculation of	Orders			TOTAL
Bank wire transfer payment information:	[	Cleaning				\$
Beneficiary: GES Exposition Services c/o Bank of America Account #:	7188-1-01819	Labor				\$
1655 Grant Street ABA Routing #:	0260-0959-3	Material Handling				\$
Concord, CA 94520 USA SWIFT Address: Telephone # 800.227.3337 CHIPS Address:		Other GES Services	(Specify)			\$
If requested, following is the physical address for routing ic		1. Total of All Abo	ve Items			\$
100 West 33rd Street, New York, NY 10001 USA		2. Add Petroleum	Surcharge A	ssessmen	t @ 2%	\$
To properly credit your account, send the following informat address listed on the order forms:  • exhibiting company name, show name, show facility, and book to be a sense of the company name.		3. FULL PAYMEN GES Exposition Services GES is exempt from bac	s, Inc. Federal ID	#59-1008863	a U.S. Bank	\$
exhibiting company hame, show hame, show facility, and book     date and amount of wire transfer     bank and country where transfer originated		To simplify payment	t, send a chec	ck payable		ı, Inc. for your entire
If you have any questions regarding our payment policy, please of Servicenter <sup>SM</sup> at 800.475.2098 or visit the GES Servicenter® at the	call GES National	order or note the amo		,	1	<b>c</b>
Please complete the information and return payment in full wi					n the amount of:	\$
your orders. You may choose to pay by credit card, check, or be however, we require your credit card charge authorization to	ank wire transfer,		Check No.	s a check i	n the amount of:	
GES.			OHECK INU.		Dateu	1

of the event, or balance left without appropriate credit card on file.

your company for this event.

You agree to late fees up to 1.5% per month on any balance not paid at the conclusion

For your convenience, we will use this authorization to charge your credit card for any additional amounts ordered by your representative or services rendered to

GES requires the highest standards of integrity from all employees. Please call our confidential Always Honest hotline at 866.225.8230 to report fraudulent or



## Show Site Work Rules

WCNA - 32 September 2, 2007

### **Union Information**

To assist you in planning your participation in your San Antonio area show, we are certain you will appreciate knowing in advance that union labor will be required for certain aspects of your exhibit handling. To help you understand the jurisdiction that the various unions have in the State of Texas, we ask that you read the following information:

IATSE Local 76 and Teamsters Local 657

### **Teamster Labor**

GES Exposition Services will provide members from the Teamsters union as needed, who have jurisdiction for all material handling within the boundaries of the convention facility. They unload all trucks or vehicles, deliver the material to your booth and remove and reload materials at the close of the show.

Exhibitors may hand carry what one person can carry in one trip, provided they do not use any material handling equipment, such as forklifts, flatbeds, dollies, etc. GES Representatives will have sole responsibility in determining the loading and unloading procedures on the dock of the respective facilities.

### **Installation and Dismantle Labor**

GES Exposition Services will provide Display union personnel to provide labor for the installation and dismantling of your exhibit. Full-time, bona fide, employees of the exhibiting companies are allowed to set their own exhibits without assistance from this union. Any labor services that may be required beyond what your regular full-time employees can provide must be rendered by union labor. Labor can be ordered in advance by returning the enclosed labor form, or on showsite at the GES SERVICENTER<sup>SM</sup>.

If you encounter any difficulty with any laborer, or if you are not satisfied with the work performed, please bring this issue to the attention of the Show Manager or the GES SERVICENTER™ staff. Please refrain from voicing complaints directly to the craft personnel.

The personnel in charge of your exhibit should carefully inspect and sign all Work Order forms. If there are any questions about an item on your invoice, please bring the invoice to the appropriate SERVICENTER<sup>SM</sup> personnel, and discuss it with the personnel in charge.

### Gratuities

Our work rules prohibit the SOLICITATION OR ACCEPTANCE of tips in cash, product or gifts in kind by any employee (union or nonunion). Our employees are paid appropriate wages denoting professional status, therefore tipping of any kind is not allowed. GES requests that exhibitors do not tip (such practices as giving money, merchandise, or other special consideration for service rendered) to our employees. Do not give coffee breaks other than mid-morning and mid-afternoon, when employees have a fifteen minute paid break. Any attempts to solicit a gratuity by an employee for any service should be reported immediately to a GES supervisor. Employees of GES are paid at an excellent wage scale and thus, tipping is strongly discouraged as not being an accepted policy of GES. This applies to all GES employees.

### **Always Honest Hotline**

GES requires the highest standards of integrity from all employees. Please call our confidential Always Honest hotline at 866.225.8230 to report fraudulent or unethical behavior.



# **GES Terms & Conditions of Contract**

**WCNA - 32** September 2, 2007

GES TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT GES' SOLE DISCRETION WITHOUT NOTICE TO ANY PARTIES

### I. Definitions:

GES: GES Exposition Services, Inc., d/b/a GES and/or GES Logistics, and/or Trade Show Electrical (a/k/a TSE), and/or Trade Show Rigging (a/k/a TSR) and their employees;
Agents: GES' agents, sub-contractors, carriers, and the agents of each.
Customer: Exhibitor or other party requesting Services from GES.
Carrier: Motor carrier, van line, air carrier, or air or surface carrier/ freight forwarder.
Shipper: Party who tenders Goods to Carrier for transportation.

Goods: Exhibits, property, and commodities of any type for which GES is requested to perform

Cold Storage: Holding of Goods in a climate controlled area.

Accessible Storage: Holding of Goods in an area from which Goods may be removed during

Services: Warehousing, transportation, drayage, un-supervised labor, supervised labor and/or

Show Site: The venue or place where an exposition or event takes place

Supervised Labor: Union labor that is provided to a Customer to install or dismantle a booth or exhibit space, and is supervised and/or directed by GES.

Un-Supervised Labor: Union labor that is provided to a Customer to install or dismantle a booth or exhibit space and per Customer's election is not supervised and or directed by GES. Customer assumes the responsibility for the work of union labor when Customer elects to use unsupervised labor.

These Terms and Conditions shall be binding upon Customer, GES, and their respective Agents and representatives, including but not limited to Customer contracted labor such as Customer Appointed Contractors and Installation and Dismantle Companies, and any other party with an interest in the Goods. Each shall have the benefit of and be bound by all provisions stated herein, including but not limited to time limits and limitations of liability.

By acceptance of services of GES or Agents, Customer and any other party with an interest

in the Goods agree to these Terms and Conditions.

### III. Customer Obligations

Payment for services. Customer shall be liable for all unpaid charges for services performed by GES or Agents. Customer authorizes GES to charge its' credit card directly for services rendered on its' behalf after departure, by placing an order on-line, via fax, phone or through a work order

Credit Terms. All charges are due before Services are performed unless other arrangements have been made in advance. GES has the right to require prepayment or guarantee of the charges at the time of request for Services. A failure to pay timely will result in Customer having to pay in cash in advance for future services. If a credit card is provided to GES, GES is authorized to bill to such credit card any unpaid charges for services provided to Customer, including charges 2.... 3 coordinates any any originates for services provided to Customer, including charges for return shipping. Any charges not paid within 30 days of delivery will be subject to interest at 1 ½% per month until paid.

### IV. Mutual Obligations

Indemnification:
Customer to GES: Except to the extent of GES's own negligence and/or willful misconduct. Customer shall defend, hold harmless and indemnify GES from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney's fees and court costs, resulting from any injury to or death of persons, or damage to property, relating to or arising from performance under this Agreement.

Customer agrees to indemnify and hold GES harmless for any and all acts of its representatives and agents, including but not limited to Customer Appointed Contractors and Installation and Dis-

mantle Companies, any subtenant or other user of its 'space or any agents or employees engaged in business on its' behalf of Customer or present at Customers' invitation.

<u>GES to Customer</u>: To the extent of GES' own negligence and/or willful misconduct, and subject to the limitations of liability below, GES shall defend, hold harmless and indemnify Customer from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney's fees and court costs, resulting from any injury to or death of persons, or damage to property other than Goods. GES assumes no liability for bodily injury resulting from Customer's presence in areas which have been marked as "off limits to exhibitors" and during hours and days when exhibitors are present in the facility, prior to the start of and after the conclusion of their space lease with show management.

V. No liability for consequential damages. UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME.

VI. GES Liability for Loss or Damage to Goods
Negligence standard: GES shall be liable, subject to the limitations contained herein, for loss or damage to Goods only if such loss or damage is caused by the direct negligence or willful misconduct of GES.

Condition of Goods: GES shall not be liable for damage, loss, or delay to uncrated freight, freight improperly packed, glass breakage or concealed damage. GES shall not be liable for ordinary wear and tear in handling of Goods or for damage to shrink wrapped Goods. All Goods should be able to withstand handling by heavy equipment, including but not limited to forklifts, cranes, or dollies. It is the Customers' responsibility to ensure that Goods are packaged correctly prior to shipment or movement on or off the Show floor.

Receipt of Goods: GES shall not be liable for Goods received without receipts, freight bills, or specified unit counts on receipts or freight bills. Such Goods shall be delivered to booth without

specified unit contribute of piece count or condition.

Force Majeure: GES shall not be liable for loss or damage that results from Acts of God, weather conditions, act or default of Customer, shipper, or the owner of the Goods, inherent nature of the Goods, public enemy, public authority, labor disputes, and acts of terrorism or war.

Cold Storage: Goods requiring cold storage are stored at Customer's own risk. GES assumes no liability or responsibility for Cold Storage.

Accessible Storage: GES assumes no liability for loss or damage to Goods while in Accessible Storage. Storage charges are for the use of space and are not a form of insurance, or a guarantee

Unattended Goods: GES assumes no liability for loss or damage to unattended Goods received at Show Site at any time from the point of receipt of inbound Goods until the loading of the outbound Goods, including the entire term of the respective show or exhibition. Customer is responsible for

Goods, including the entire term of the respective show or exhibition. Customer is responsible to insuring its' own Goods for any and all risk of loss.

<u>Labor:</u> GES assumes no liability for loss, damage, or bodily injury arising out of Customer's supervision of GES provided union labor. If GES supervises labor for a fee, GES shall be liable only for actions or claims arising out of its' negligent supervision. If Customer elects to use unsupervised labor, then Customer assumes all liability for the actions or claims that arise out of such work, and shall provide GES and show management with an indemnity, including defense costs, for any

claims that result from Customers' supervision or failure to supervise assigned labor.

Empty Storage: GES assumes no liability for loss or damage to Goods or crates, or the contents therein, while containers are in storage. It is Customer's sole responsibility to affix the appropriate labels available at the GES Service Desk for empty container storage. Damage that is the direct result of GES' negligence shall be subject to the limitations of liability set forth in this document. Forced Freight: GES shall not be liable for Goods not picked up by Customer's chosen carrier by the show deadline. It is Customer's responsibility to complete accurate paperwork for shipping and insure its' Goods are appropriately labeled. Customer acknowledges that it is a lessee of space, and as such has an obligation to remove its' Goods on or before the targeted time. If Goods remain on the floor after this point, GES has the right to remove them in order to restore the premises to its' original condition for show management pursuant to the venue's lease with show management. Its original condition for show management pursuant to the Ventue's lease with show management. In such cases GES is authorized to proceed in the manner chosen by Customer on the Order for Material Handling Services/ Straight Bill of Lading. Failure to select one of the provided options will result in re-routing at GES' discretion, and at Customer's expense assuming the Goods are labeled for return. GES retains the right to dispose of Goods left on the show floor without liability if left unattended, left without labels or not correctly labeled.

Concealed Damage: GES shall not be liable for concealed loss or damage, uncrated Goods, or

improperly packaged or labeled Goods.

Unattended Booth: GES shall not be liable for any loss or damage occurring while Goods are

unattended in Customers booth at any time, including, but not limited to, the time the Goods are delivered to the dock until the time the Goods are received by Customers' chosen carrier. All Material Handling Forms and/or Straight Bills of Lading covering outgoing Goods submitted to GES will be checked at the time of pickup from the booth and corrections to the count or condition will

be documented where discrepancies exist.

Measure of damage: GES' liability shall be limited to the lesser of 1) the depreciated value of Goods, 2) repair cost, or 3) the limitation of liability. The limitation of liability shall be \$.50 (fifty cents) per pound per piece, \$100.00 (one hundred dollars) per package or \$1,500.00 (one thousand five hundred dollars) per occurrence.

Excess Declared Value: If Customer wishes a higher limitation of liability than stated above, for loss or damage to property that occurs during the show, the Customer may do so by declaring a value in the space provided on the GES services order form(s) and also on the Material Handling Order Form and paying by the appropriate additional charge in advance of the commencement of services by GES. Maximum liability for damages resulting from GES' negligence shall then be increased to the amount of declared, but in no case shall it exceed the depreciated value of the Goods or repair costs, whichever is less. In case of partial loss or damage, the maximum liability shall be prorated based on weight. Excess Declared Value is not for: plasma screens, or other fragile electronic equipment, original art, and prototypes. The Declared Value may never exceed \$100,000, for the purpose of this provision and GES' liability in all circumstances shall be limited to the amount of this cap.

No Insurance: GES is not an insurance company and does not offer or provide insurance. It is the obligation of Customer to ensure Goods are insured at all times. Loss or theft of the Goods in storage or in transit to and from the show and or while on the show floor is the sole responsibility of Customer, unless it is shown that GES performed in a manner that constitutes gross negligence in the performance of its services for Customer.

Notice of loss or damage: In order to have a valid claim notice of loss or damage to Goods must be given to GES or its agent within 24 hours of occurrence or delivery of Goods, whichever is later. Filing of claim: Any claim for loss or damage to Goods must be in writing, containing facts sufficient to identify the Goods, asserting liability for alleged loss or damage, and making claim for the payment of a specified or determinable amount of money. Such claim must be filed with the appropriate party within the time limits specified below.

Damage Reports, incident reports, inspection reports, notations of shortage or damage on freight

bills or other documents, do not constitute filing of a claim.

Claims for Goods alleged to be lost, stolen or damaged at the Show Site must be received in writing by GES within sixty (60) days after the close of the show.

Claims for Goods alleged to be lost or damaged during transit must be received by the responsible party within nine (9) months of date of delivery of Goods. GES Logistics subcontracts the movement of Goods to third party carriers. Claims for damage in transit should be made directly with the Customer's carrier as shown on the Material Handling form/ Bill of Lading. In the event of a dispute with GES, Customer will not withhold payment or any amount due GES for Services as an offset against the amount of the alleged loss or damage. Customer agrees to pay GES prior to the close of the show for all such charges and further agrees that any claim Customer may have against GES shall be pursued independently by Customer as a separate action to be resolved on its own merits. GES retains the right to pursue collection on amounts owed after show close, without regard to any amount alleged to be owed for damage, or loss.

Filing of suit: Any action at law regarding loss or damage to Goods must be filed within two years of the date of declination of any part of a claim.

VII. Jurisdiction, Choice of forum. This Agreement shall be governed by and construed in accordance with the applicable laws of the United States or, alternatively, and depending on jurisdiction, the laws of the State of Nevada. The parties hereby submit to jurisdiction and venue in the United States Federal District Court of Nevada, or as applicable depending upon jurisdiction, the County Circuit Court in Clark County, Nevada.

### VIII. Advanced Warehousing/Temporary Storage/Long Term Storage.

All terms and conditions relative to Advanced Warehousing/Temporary Storage/Long Terms Storage are contained in the separate agreement, entitled "Storage Agreement". In the event that a Storage Agreement is not executed between the parties, the following shall apply with respect to GES' liability for Customer's Goods:

The responsibility of GES with respect to Exhibit Material is limited to the exercise of ordinary The responsibility of GES with respect to Exhibit Material is limited to the exercise of ordinary care and diligence in handling and storing of Customer's Goods. GES shall be liable only for loss or damage to Goods caused by GES' sole negligence. GES' liability is limited to sixty cents per pound (\$.60) of the actual cash value per article. In case of partial loss or damage, the maximum liability shall be prorated based on weight. GES is not responsible for any loss or damage to Goods caused by, but not limited to fire, theft, the elements, vandalism, moisture, vermin, mechanical breakdown or failure, freezing or changes in temperature, as well as any other causes beyond GES' immediate control. GES is not responsible for the marring, scratching or breakage of glass or other fragile items. GES is not liable for the mechanical functions of instruments or anolizance even if such articles are nacked or unacked by GES. In no event instruments or appliances even if such articles are packed or unpacked by GES. In no event shall GES be liable for special, incidental, indirect or consequential damages, including business loss of any kind, resulting from any damage to or loss of the Goods or from any act or failure to act. Customer pays storage fees, if any or costs for advance warehousing for use of the space only. There is no guarantee of security or representations made by GES as to appropriateness of the conditions for Exhibitors' Material. The risk of loss remains the Customers alone and GES recommends the Customer carry and maintain insurance in amounts sufficient to cover its' risk.





# **Material Handling Information**

Click Here to View Shipping Brochure

**WCNA - 32** September 2, 2007

Material Handling is the unloading of your exhibit materials, delivery to your booth, handling of empty containers to and from storage, and removal of your materials from your booth for reloading onto your outbound carrier. This is not to be confused with the cost to transport your exhibit material to and from the event

### Benefits of Advance Shipping to the GES Warehouse

- Storage of materials for up to 30 days prior to your show.
- Delivery of Shipments to your booth by 8:00 a.m. on your first day of move-in (schedule permitting).
- Some convention centers and hotels do not have facilities for receiving or storing freight.
- · Saves valuable set-up time.

### How to ship in Advance to the GES Warehouse

- · Remove all old shipping and empty storage labels.
- Fill out and attach enclosed Advance Shipping labels.
- · Complete the enclosed Material Handling Order Form.
- Remember to confirm receipt of your shipment prior to leaving for the show.
- All shipments must have a bill of lading or delivery slip showing the number of pieces, weight, and type of merchandise.
- · Certified weight tickets must accompany all shipments.
- Take the time to ensure that your display and products are packed neatly and securely.
- Do not ship uncrated materials to warehouse.

### How to Ship to Exhibit Site

- Consign all shipments c/o GES Exposition Services.
- Remove all old shipping and empty storage labels.
- Fill out and attach enclosed Direct Shipping labels.
   Complete the enclosed Material Handling Information Sheet.
- All shipments must have a bill of lading or delivery slip showing the number of pieces, weight, and type of merchandise.
- · Certified weight tickets must accompany all shipments.
- Take the time to ensure that your display and products are packed neatly and securely.
- If you are shipping your carpet and/or lighting trusses, make sure it is loaded last so it can be unloaded first.

### **Freight Carriers**

Select a carrier with experience in handling exhibition materials. Make sure to give your carrier explicit information as to where and when to check in. Delivery and pick up times are often out of the range of "normal" delivery hours, make sure your carrier is committed to meeting your target dates and times. While making shipping plans to the Show, also plan for the return shipment.

### **Tracking Shipments**

Confirm your delivery date and time with your carrier, and have all pertinent shipping information in the hands of your representative at show site. You may also want to review the return of your goods at the end of the show.

### **Estimating Material Handling Charges**

Handling charges are based on the weight of the freight. Shipments are billed by the hundred weight and rounded up to the nearest hundred. Minimum per Shipment may apply, see enclosed Material Handling Order Form for details. Please prepay all shipping charges - GES cannot accept or be responsible for collect shipments. Crated and uncrated shipments must be separated and clearly identified on separate bills of lading with separate weight tickets - otherwise GES will invoice the entire load at the Uncrated rate.

- Crated Material that is skidded, or is in any type of shipping container that can be unloaded at the dock with no additional handling required.
- Uncrated Material that is shipped loose or pad-wrapped, and/or unskidded machinery without proper lifting bars or hooks.
- Special Handling Defined as shipments that are loaded by cubic space and/or packed in such a manner as to require special handling, such as ground loading, side door loading, constricted space loading and designated piece loading or stacked shipments. Also included are mixed shipments and shipments without proper delivery receipts.

- Overtime Surcharges Shows that move-in or move-out on weekends or late in the day may be subject to overtime surcharges. See enclosed Material Handling Order Form for details.
- Late Surcharges A surcharge will apply if advance freight is received after the published deadline date for shipments to arrive at the warehouse. See enclosed Material Handling Order Form for details.
- Shipment Surcharges A surcharge will apply if shipments are received with incomplete information on shipping labels identifying company name and booth number and/or shipments that are left on the show floor at the end of the show with no labels and no bill of lading turned in.

### **Storing Empty Containers**

Properly labeled empty shipping cartons will be picked up, stored, and returned after the show. Labels are available at the **GES Servicenter** or from your GES Service Executive and are for empty storage only. Depending on the size of the show, it can take from two to twelve hours to return empty crates. Do not store any items in crates marked "empty."

### **Outgoing Shipments**

An OMHF (Outbound Material Handling Form / Bill of Lading) must accompany all outgoing shipments. Shipping information, outbound forms and labels will be available at the **GES Servicenter**. Exhibitors selecting non-official carriers will need to make their own arrangements for pickup. Make sure that someone from your company will be on-site to oversee the outbound shipment of your display and product.

### **Machinery Labor and Equipment**

Labor and equipment for uncrating, unskidding, positioning, leveling, dismantling, recrating, and reskidding machinery and/or equipment must be ordered separately. Place your order for this labor using the In-Booth Forklift & Labor Order Form. If your material requires specialized rigging equipment, please notify us promptly so that we can make arrangements. When possible, supply your own rigging equipment with shipments and pre-rig your material.

### Insurance

All of your goods should be insured by your own insurance policy. Although we do our best to handle your goods as our own, there are many variables in shipping and handling that can affect your exhibit and products. GES has published GES Terms & Conditions of Contract that are in your exhibitor service manual. Please read them carefully. It is recommended that your goods be insured.

### GES Limits of Liability & Excess Declared Value

- Liability GES is liable for loss or damage to your goods only if the loss or damage was caused by GES negligence.
- Measure of Damage If GES was negligent and the negligence caused either loss or damage to your goods, then the measure of that damage will be determined by the following:
  - a. Measure of damages in all situations (including b. & c. below) will be limited by the **Depreciated Value** of the goods or repair costs, whichever is less.
- b. The lesser of \$0.50 per pound per package, \$100 per package, or \$1500 per occurrence.
- c. Damages will be limited to a declared value, if you fill in a **Declared Value Amount**, check the box requesting **Excess Declared Value**, and pay the appropriate charges for **Excess Declared Value**. (Maximum allowed declared value \$100,000)
- Cost Excess declared value available from GES for \$1.00 per \$100 of excess valuation. (\$50.00 minimum charge per request)
- Not Insurance Excess declared value is not insurance. GES does not offer or sell insurance. GES is not liable and will not owe for loss or damage to your goods if the damage or loss was not caused by GES negligence.





# Material Handling Order Form

R-2i

BOOTH NUMBER

RETURN TO: GES Exposition Services • 7050 Lindell Road, Las Vegas, NV 89118-4702 • Phone: 800.475.2098 • FAX: 866.329.1437 International Exhibitors Only: Phone: 702.515.5970 • FAX: 702.263.1520 Contact us Online: www.ges.com/contact

All orders are governed by the GES Payment Policy and GES Terms & Conditions of Contract as specified in this Exhibitor Manual.

**WCNA - 32** September 2, 2007 FORM DEADLINE DATE:
August 9, 2007

COMPANY NAME EMAIL ADDRESS

CERTIFIED WEIGHT TICKETS ARE REQUIRED FOR ALL SHIPMENTS. Drivers with inbound shipments must check in at the GES warehouse by 2 PM to be guaranteed same day unloading. Warehouse receiving hours are Monday - Friday, 8:00am - 4:00pm; Closed 12:00pm - 1:00pm & Holidays. In the event of weight discrepancies or shipments received without a certified weight certificate, a \$15.00 fee will be charged per shipment.

### Advance Shipments to GES Warehouse (100 pound minimum per shipment)

GES will receive uncrated carpet and pad at the warehouse. A special handling charge will apply on these shipments.

Rates include: unloading crated freight (the warehouse cannot receive uncrated shipments); storing at warehouse for up to 30 days (any materials stored beyond 30 days will incur additional costs applied to your invoice); reloading onto trucks and delivery to the exhibit site; unloading freight and delivery to your booth; picking up, storing, and returning empty shipping containers; and reloading freight for return to your specified destination from exhibit site. The rates for this service are:

Crated Materials \$ 81.00 cwt Materials Requiring Special Handling

\$ 111.00 cwt

**ATTENTION EXHIBITORS:** All exhibit materials must be sent in advance to the GES warehouse. Direct to showsite shipments **will not** be accepted at the (facility name). (facility name) does not have the capabilities to receive nor have adequate storage space for exhibitor materials. Any materials shipped to the (facility name) will be consigned to GES and you will be billed the appropriate material handling charges by GES. Exhibitors may also be billed an additional receiving charge by the (facility name) for any items sent directly to the (facility name).

**SMALL PACKAGE:** Cartons and envelopes received without documentation will be delivered without guarantee of piece count or condition. Maximum weight is 50 lbs. per shipment, per delivery. Includes UPS and Federal Express shipments. All shipments received via air carrier that do not fall in to the small package category may be subject to special handling charges.

First Carton......\$ 30.00 Each Additional Carton.....\$ 10.00

Above rates reflect charges for shipments handled within published or targeted move-in and move-out dates and times.

### **EXCESS DECLARED VALUE OPTION:**

Note 1: Liability is limited to \$0.50 Per pound per package, \$100.00 per package, or \$1,500.00 per occurrence, whichever is less, unless a higher value is declared.

Note 2: Declared value \$\_\_\_\_\_. Excess declared value available from GES, up to \$100,000.00. Excess declared value is not available for items listed on form G-7.

☐ Check here, if requesting excess declared value (\$1.00 per \$100.00 of excess valuation will be assessed, \$50.00 minimum charge).

### **CALCULATION OF MATERIAL HANDLING CHARGES**

Our shipment will be sent to Warehouse on date:	via:		Total pieces:		
Total Weight (100 lb minimum per shipment):	÷ 100 =	x Rate:		=	\$
Small package cartons will be sent to Warehouse on date:	via:		Total cartons:	=	\$
We understand that your calculation is only an estimate. Invoicing will be done from the actual weight. Adjustments will be made accordingly.	order that I have accepted GES Payment Policy and GES Terms & Conditions	1. Total Estimated Charges			\$
		2. 30% Late Arrival Surcharge			\$
		3. Excess Declared Value			\$
		4. Payment Enclosed			\$
	Authorized Signature:	ized Signature:			
		AUTHORIZED	NAME - PLEASE PRINT		DATE

### ARRIVAL DATES AND SURCHARGES FOR SHIPMENTS

PLEASE SCHEDULE CAREFULLY TO MINIMIZE SURCHARGES!

Advance Tuesday, July 31, 2007

Advance Shipments may begin arriving at warehouse.

Friday, August 24, 2007 Last day for crated shipments to arrive at advance warehouse without surcharge. A 30% (\$30.00 minimum) late arrival surcharge based on the above rates will apply to each shipment received at the advance

warehouse after this date.

050806

FROM.

# **ADVANCE SHIPMENT**

EXHIBITING COMPANY 6

NAME OF EXHIBITION **WCNA - 32** 

BOOTH NUMBER

YELLOW FREIGHT SYSTEMS, INC **GES EXPOSITION SERVICES** SAN ANTONIO, TX 78219 111 GEMBLER ROAD 0/0

SHIPMENT SHOULD ARRIVE ON OR BETWEEN: Tuesday, July 31, 2007 and Friday, August 24, 2007. CERTIFIED WEIGHT TICKETS ARE REQUIRED FOR ALL SHIPMENTS. Drivers must check in by 2:00pm to be guaranteed same day unloading. Warehouse receiving hours are Monday - Friday, 8:00am 4:00pm; Closed 12:00pm - 1:00pm & Holidays.

Carrier

ਰੱ Number

SH.

pieces

# EXHIBITION FREIGHT

FROM:

# **ADVANCE SHIPMENT**

6

**EXHIBITING COMPANY** 

NAME OF EXHIBITION **WCNA - 32** 

BOOTH NUMBER

YELLOW FREIGHT SYSTEMS, INC C/O GES EXPOSITION SERVICES SAN ANTONIO, TX 78219 111 GEMBLER ROAD

SHIPMENT SHOULD ARRIVE ON OR BETWEEN: Tuesday, July 31, 2007 and Friday, August 24, 2007. CERTIFIED WEIGHT TICKETS ARE REQUIRED FOR ALL SHIPMENTS. Drivers must check in by 2:00pm to be guaranteed same day unloading. Warehouse receiving hours are Monday - Friday, 8:00am 4:00pm; Closed 12:00pm - 1:00pm & Holidays.

Carrier

Number

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pieces



# Cartload Service Order Form



RETURN TO: GES Exposition Services • 7050 Lindell Road, Las Vegas, NV 89118-4702 • Phone: 800.475.2098 • FAX: 866.329.1437 International Exhibitors Only: Phone: 702.515.5970 • FAX: 702.263.1520 Contact us Online: www.ges.com/contact

All orders are governed by the GES Payment Policy and GES Terms & Conditions of Contract as specified in this Exhibitor Manual.

**WCNA - 32** September 2, 2007 FORM DEADLINE DATE:
August 9, 2007

### Special Freight Services — Small Passenger Vehicles Only!

This special service is offered exclusively for this show.

Maximum Weight 200 lbs.

- GES Exposition Services has made available for hire, one (1) laborer with one (1) pushcart, for one (1) trip, one way from the vehicle to your booth or your booth to the vehicle for a charge of \$45.00 each way preordered by deadline date above or \$58.00 on site order, payable by cash or credit card. All preorders must accompany payment.
- · All preorders must accompany payment.
- This service is for those who have small hand carry items all of which must fit on a 3' x 4' push cart, in one trip only.
   If you arrive with a truck/van or trailer filled with exhibit material you will not qualify for this service and will be redirected by GES to an unloading area.
- A cartload is eight (8) pieces or less (weighing less than 200 lbs. total). There is one cartload allowed per vehicle.
- Freight that is too large or heavy to qualify for Cartload Service must be handled by GES and charged at
  the published freight handling rates and will be routed to the freight unloading area. No personal trucks (1 ton &
  over), no rental trucks, trailers, or bobtails will be unloaded through cart load service. They will be redirected to the
  GES freight unloading area.
- The same rules apply for removing your merchandise from the show floor. If you have more than one box you must use the cart service to remove your boxes.

Cradit Card Charge Authorization			PLACE ORDER HERE					
Credit Card Charge Authorization (All Information Must Be Provided)		ITEM#	DESCRIPTION		PRICE		TOTAL PRICE	
PROVIDE EXPIRATION DATE  Corporate  Personal	☐ MasterCard	4800	From Vehicle to Booth				\$	
	· ·	☐ VISA ☐ Diners Club ☐ Discover ☐ American Express	4801	From Booth to Vehicle				\$
			All orders are governed by the GES Payment Policy and GES Terms & Conditions of Contract as specified in this Exhibitor Kit.		1. Total All Items Ordered			\$
					2 + 8 125% Tax			\$
					3. Payment Enclosed			\$
CARDHOLDER'S NAME  CARDHOLDER'S BILLING	ADDRESS	PLEASE PRINT  CITY						
STATE	ZIP	COUNTRY						
PLEASE SIGN	X CARDHOLDER'S SIGNATURE							
COMPANY			EMAIL ADD	DRESS				BOOTH NUMBER

X

AUTHORIZED CONTACT SIGNATURE

DATE

AUTHORIZED CONTACT - PLEASE PRINT