



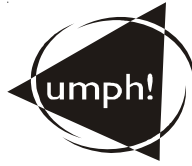
# TRIUMPH

expo & events inc.  
12614 Interurban Ave. So. Seattle, WA 98168  
ph 206.431.1010 fx 206.431.4846

**NAAAP Career Fair**  
**Renaissance Seattle Hotel**  
**August 18 - 19, 2006**  
*DISCOUNT PRICE DEADLINE -Tuesday, August 15*

## NAAAP Career Fair

- Show Dates & Times:** Friday, August 18, 2006 9:00 am - 5:00 pm  
Saturday, August 19, 2006 9:30 am - 2:30 pm
- Exhibitor Move-In:** Thursday, August 17, 2006 2:00 pm - 5:30 pm  
Friday, August 18, 2006 7:00 am - 9:00 am
- Exhibitor Move-out:** Saturday, August 19, 2006 3:30 pm - 5:30 pm
- Empty crates and cartons will be returned beginning at 3:00 pm.
  - All carriers must check in no later than 4:30 pm, or your freight will be re-routed or returned to our warehouse awaiting further instruction.
  - All exhibitor materials must be removed from the facility by 5:30 pm.
- Booth Equipment:** 8' x 10' Booth One 6' table draped in white  
Teal and white 8' high back drape Two plastic side chairs  
Teal 3' high side drape A one-line exhibitor ID sign
- Exhibit Hall Flooring:** The exhibit area is fully covered in patterned carpet.
- Electrical and A/V:** The Renaissance Hotel has an in-house provider for your electrical, audio visual and internet requirements. Please contact Joe Upsal of Swank Audio Visual at 206. 583.0300 extension 2985 for electrical and audio visual orders and KaryTanaka at 206.694.4945 for internet orders.
- Shipping:** **Advance shipments may arrive at Triumph's warehouse up to 30 days prior to the deadline listed below.** Please refer to the Freight and Material Handling page of this exhibitor kit for additional shipping information.
- |  |  |
|--|--|
| <p><b>Advance Shipments to:</b><br/><b>YOUR COMPANY AND BOOTH #</b><br/><b>NAAAP CAREER FAIR</b><br/><i>Triumph Expo &amp; Events Inc.</i><br/><i>12614 Interurban Avenue South</i><br/><i>Seattle, WA 98168</i><br/><b>Must arrive by AUGUST 15TH</b></p> | <p><b>Direct Shipments:</b><br/><b>ARE NOT PERMITTED</b></p> |
|--|--|
- Deadlines:** *Orders received by August 15th with payment will receive discount prices. Any orders received after this date will be processed at the standard rate.*
- Payment Policy:** Payment is required with all orders. To pay by credit card, fax your order to Triumph Expo & Events Inc. at 206.431.4846. Orders paid by check must also include credit card information.
- Contacts:** Questions regarding freight or show services may be directed to the Exhibitor Services Department at Triumph Expo & Events Inc. at 206.431.1010, or email exhibitorservices@triumphexpo.com.



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## **UNION LABOR JURISDICTIONS**

*To assist you in your planning efforts for the upcoming exposition, we are certain you will appreciate knowing in advance that union labor may be required for certain aspects of your exhibit handling. To help you understand the various jurisdictions, we ask that you read the following.*

### **► EXHIBIT HALL INSTALLATION & DISMANTLING**

Triumph Expo & Events Inc. has an agreement with the local Carpenters Union to provide labor for display installation and dismantling. Full time employees of the exhibiting companies may set their own exhibits without assistance from this local, provided that the exhibit can be set up in less than one half-hour without the use of tools or ladders. This applies to exhibit display structures and not company products or machinery. Labor can be ordered by returning the installation and dismantle labor order form or at the showsite service desk.

### **► MATERIAL HANDLING**

Triumph Expo & Events Inc. will control access to the loading docks in order to provide for a safe and orderly move-in/move-out. All forklift and material handling from the loading dock to the point of installation is handled by the Carpenter's Union. This is not applicable to materials that can be carried by one person.

### **► SAFETY**

Standing on chairs, tables or other rental furniture is prohibited. This furniture is not engineered to support your standing weight. Triumph Expo & Events Inc. cannot be responsible for injuries or falls caused by the improper use of rental furniture. Please assist in our efforts to provide a safe working environment for everyone.

### **► TIPPING**

Triumph Expo & Events Inc. requests that exhibitors do not tip our employees. They are paid at an excellent wage scale denoting a professional status, and tipping is not allowed. This applies to all Triumph Expo & Events Inc. employees.



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## INVOICE SUMMARY

### ORDER FORMS

### PAGE TOTALS

Tables, Counters and Risers	\$	_____
Chairs, Fabric and Accessories	\$	_____
Carpeting and Cleaning	\$	_____
Installation and Dismantle Labor	\$	_____
Other	\$	_____

Washington State Sales Tax applies to all exhibitors including non-profit agencies within Washington State (RCW 82.04.070)

Subtotal \$ \_\_\_\_\_  
 WA State Sales Tax @ 8.8% \$ \_\_\_\_\_  
 Freight / Material Handling \$ \_\_\_\_\_  
 Total \$ \_\_\_\_\_

### PAYMENT MUST ACCOMPANY ALL ORDERS

*TO RECEIVE DISCOUNT PRICING, CHECKS OR CREDIT CARD INFORMATION MUST BE RECEIVED BEFORE DISCOUNT DEADLINE  
\*FOR ALL CHECK ORDERS - CREDIT CARD AUTHORIZATION MUST BE PROVIDED FOR ANY ADDITIONAL FEES INCURRED*

## EXHIBITOR INFORMATION

I acknowledge and accept responsibility for the accuracy of this order and payment of all services provided.

Prepared by (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax # \_\_\_\_\_ E-mail \_\_\_\_\_

## CREDIT CARD AUTHORIZATION

I authorize Triumph Expo & Events Inc. to debit my credit card for the charges on this invoice and for additional charges incurred.

Visa     Mastercard     American Express     Check

Account # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Printed Name on Card \_\_\_\_\_

Authorized Signature \_\_\_\_\_

# PAYMENT AND LABOR - TERMS AND CONDITIONS

## PLEASE READ CAREFULLY! YOU ARE ENTERING A CONTRACT WHICH DEFINES THE RESPECTIVE PARTIES' RESPONSIBILITIES.

The terms and conditions set forth below become a part of the contractual agreement between TRIUMPH EXPO & EVENTS and you, the EXHIBITOR. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- WHEN THE INVOICE SUMMARY FORM IS SIGNED; OR
- WHEN AN ORDER FOR LABOR, SERVICES, AND/OR RENTAL EQUIPMENT IS PLACED BY AN EXHIBITOR WITH TRIUMPH EXPO & EVENTS INC.; OR
- WHEN WORK IS PERFORMED ON BEHALF OF EXHIBITOR BY LABOR SECURED THROUGH TRIUMPH EXPO & EVENTS INC.

### DEFINITIONS

The name Triumph Expo & Events Inc. shall be construed within the meaning of this contract as Triumph Expo & Events Inc. ("TE&E"), and their employees, officers, agents and assigns, affiliated companies and related entities including but not limited to any subcontractors Triumph Expo & Events Inc. may appoint. The term EXHIBITOR shall be construed within the meaning of this contract as the EXHIBITOR and/or its employees, agents, representatives, and/or any Exhibitor Appointed Contractor ("EAC").

### PAYMENT TERMS

Full payment, including any applicable tax, is due in advance or at show site. All payments must be in U.S. funds and all checks must be drawn on a U.S. bank. Orders received without advance payment or after the deadline date will incur additional [After Deadline] charges as indicated on each order form. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of TE&E except where specifically identified as a sale. All TE&E rentals include delivery, installation and removal from EXHIBITOR's booth. In case of cancellation, a one-hour "per person, per hour" charge will be applied to all labor orders that are not canceled in writing at least 24 hours prior to the scheduled start time. If services have already been provided at the time of cancellation, a 100% cancellation fee will be applied to all TE&E rental items including Custom Carpeting, Custom-Cut Carpet, TEN-X Rental Exhibits and any other custom-order items. It is EXHIBITOR's responsibility to advise TE&E personnel of any problem with any order, and to check invoices for accuracy prior to the close of the exhibit. If EXHIBITOR is exempt from payment of sales tax, Triumph Expo & Events Inc. requires an exemption certificate for the State in which the services are to be used. Resale certificates are not valid unless EXHIBITOR is rebilling these charges to its customers. For International EXHIBITORS, TE&E requires 100% prepayment of advance orders, and any orders or services placed at show site must be paid at the show. For all others, should there be any pre-approved unpaid balance after the close of the show, terms will be net 30, due and payable in Seattle, Washington, upon receipt of invoice. Effective 30 days after invoice date, any unpaid balance will bear a FINANCE CHARGE at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and future orders will be on a pre-paid basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, and any excess finance charge received by TE&E shall either be applied to reduce the principal unpaid balance or refunded to the payer. These payment terms and conditions shall be governed by and construed in accordance with the LAWS OF THE STATE OF WASHINGTON. In the event of any dispute between EXHIBITOR and TE&E 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 TE&E for its services, as an offset against the amount of any alleged loss or damage. Any claim against TE&E shall be considered a separate transaction, and shall be resolved on its own merits. TE&E reserves the right to charge EXHIBITOR for the difference between the EXHIBITOR's estimate of charges and the actual charges incurred by EXHIBITOR, or for any charges that TE&E may be obligated to pay on behalf of EXHIBITOR, including without limitation, any shipping charges.

### OPTION A: LABOR PROVIDED UNDER THE SUPERVISION OF TRIUMPH EXPO & EVENTS INC.

**RESPONSIBILITIES:** TE&E shall be responsible for the performance of labor provided under this option. TE&E cannot assume responsibility for any acts of, or loss to, persons, parties and/or other contracting firms not under TE&E's direct supervision and control. In no event shall TE&E be liable for loss or damage caused by delay in labor beginning work when EXHIBITOR requests labor to begin later than the start of the working day. TE&E shall not be responsible for loss, delay or damage due to strike, lockouts, and/or work stoppages, or other causes beyond TE&E's reasonable control.

**INDEMNIFICATION:** TE&E agrees to indemnify, hold harmless, and defend EXHIBITOR from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgements, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including any injury to TE&E employees, or property damage arising out of work performed by labor provided by and supervised by TE&E, except when Exhibitor exercises direction and/or control over the work being performed.

### OPTION B: LABOR PROVIDED UNDER THE SUPERVISION OF EXHIBITOR

**RESPONSIBILITIES:** EXHIBITOR shall be responsible for the performance of labor provided under this section. It is the responsibility of EXHIBITOR to supervise labor secured through TE&E in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with TE&E Safe Work Rules and/or Federal, State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management Rules and/or Regulations. It is the responsibility of EXHIBITOR to check in with the Service Desk to pick up labor, and to return to the Service Desk to release labor when the work is completed.

**INDEMNIFICATION:** EXHIBITOR agrees to indemnify, hold harmless, and defend TE&E from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgements, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including any injury to TE&E employees, and/or property damage arising out of work performed by labor provided by TE&E, BUT supervised by EXHIBITOR. Further, EXHIBITOR's indemnification of TE&E includes any and all violations of Federal, State, County or Local ordinances, "Show Regulations and/or Rules" as published and/or set forth by Facility or Show Management, and/or directing labor provided by TE&E to work in a manner that violates any of the above rules, regulations, and/or ordinances.

### IMPORTANT

PLEASE REFER TO TE&E'S MATERIAL HANDLING TERMS AND CONDITIONS AS THEY RELATE TO MATERIAL HANDLING SERVICES. CONTRACTUAL TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH TE&E. TERMS & CONDITIONS MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH TE&E.



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COMPANY \_\_\_\_\_ BOOTH#(S) \_\_\_\_\_

PLEASE SEND PAGES WITH ITEMS SELECTED AND TRANSFER ALL TOTALS TO INVOICE SUMMARY PAGE

## FURNITURE AND LABOR RENTAL

### TABLES & COUNTERS

Circle color choice: BLACK / WHITE / SILVER / BLUE / GREEN / RED  
TEAL / BURGUNDY / BERRY / PURPLE / YELLOW

#### DRAPED TABLE - 30" high

4ft \_\_\_\_\_ @ \$ 63.90 = \_\_\_\_\_  
6ft \_\_\_\_\_ @ \$ 75.20 = \_\_\_\_\_  
8ft \_\_\_\_\_ @ \$ 85.50 = \_\_\_\_\_  
Skirt only OR 4th side draped \_\_\_\_\_ @ \$ 26.80 = \_\_\_\_\_

#### DRAPED COUNTER - 42" high

4ft \_\_\_\_\_ @ \$ 75.20 = \_\_\_\_\_  
6ft \_\_\_\_\_ @ \$ 85.50 = \_\_\_\_\_  
8ft \_\_\_\_\_ @ \$ 96.80 = \_\_\_\_\_  
Skirt only OR 4th side draped \_\_\_\_\_ @ \$ 28.85 = \_\_\_\_\_

Tables & counters include white vinyl top

#### UNDRAPED TABLE - 30" high

4ft \_\_\_\_\_ @ \$ 43.25 = \_\_\_\_\_  
6ft \_\_\_\_\_ @ \$ 53.60 = \_\_\_\_\_  
8ft \_\_\_\_\_ @ \$ 63.85 = \_\_\_\_\_

#### UNDRAPED COUNTER - 42" high

4ft \_\_\_\_\_ @ \$ 51.50 = \_\_\_\_\_  
6ft \_\_\_\_\_ @ \$ 61.80 = \_\_\_\_\_  
8ft \_\_\_\_\_ @ \$ 73.10 = \_\_\_\_\_  
COCKTAIL TABLE - 17"SQ x 18"H \_\_\_\_\_ @ \$ 31.93 = \_\_\_\_\_  
PEDESTAL TABLE - 30"RD x 30"H \_\_\_\_\_ @ \$ 70.00 = \_\_\_\_\_  
PEDESTAL TABLE - 30"RD x 42"H \_\_\_\_\_ @ \$ 75.20 = \_\_\_\_\_

### CHAIRS

PLASTIC STACK CHAIR - BLACK \_\_\_\_\_ @ \$ 26.80 = \_\_\_\_\_  
DRAFTING STOOL - GRAY \_\_\_\_\_ @ \$ 58.70 = \_\_\_\_\_  
PADDED SIDE CHAIR - GRAY/BLACK \_\_\_\_\_ @ \$ 43.25 = \_\_\_\_\_  
BAR STOOL - BLACK \_\_\_\_\_ @ \$ 53.60 = \_\_\_\_\_  
PADDED ARM CHAIR - GRAY/BLACK \_\_\_\_\_ @ \$ 57.70 = \_\_\_\_\_

### ACCESSORIES

EASEL \_\_\_\_\_ @ \$ 26.80 = \_\_\_\_\_  
BAG STAND \_\_\_\_\_ @ \$ 31.93 = \_\_\_\_\_  
DISPLAY PEDESTAL \_\_\_\_\_ @ \$ 26.80 = \_\_\_\_\_  
LITERATURE RACK \_\_\_\_\_ @ \$ 34.00 = \_\_\_\_\_  
WASTEBASKET \_\_\_\_\_ @ \$ 10.70 = \_\_\_\_\_  
POSTER BOARD - 4'X8' \_\_\_\_\_ @ \$ 85.50 = \_\_\_\_\_  
Circle: **HORIZONTAL** or **VERTICAL**  
TELESCOPING HORIZONTAL RAIL \_\_\_\_\_ @ \$ 10.70 = \_\_\_\_\_  
8FT UPRIGHT W/BASE \_\_\_\_\_ @ \$ 10.70 = \_\_\_\_\_  
8FT BACKWALL/SIDEWALL (PER FT) \_\_\_\_\_ @ \$ 8.55 = \_\_\_\_\_

Circle: BLACK / WHITE / SILVER / BLUE / GREEN / RED  
TEAL / BURGUNDY / BERRY / PURPLE / YELLOW

### CARPET & CLEANING

Circle color choice: BLACK / SILVER / BLUE / GREEN / RED  
BURGUNDY / TEAL / BERRY / PURPLE

#### STANDARD CARPET

9' X 10' \_\_\_\_\_ @ \$ 85.50 = \_\_\_\_\_  
9' X 20' \_\_\_\_\_ @ \$ 171.00 = \_\_\_\_\_  
9' X 30' \_\_\_\_\_ @ \$ 257.50 = \_\_\_\_\_

Booth Size \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_ total sq. ft.

**Carpet Padding** \_\_\_\_\_ total sq ft @ \$ .46 = \$ \_\_\_\_\_  
**Vacuumping** \_\_\_\_\_ @ \$ .25 per day x \_\_\_\_\_ = \$ \_\_\_\_\_  
total sq ft price per sq ft /day x # days

### LABOR

#### HOURLY RATES

		Exhibitor Supervised	Triumph Supervised
Straight time	8:00am - 4:30pm Mon - Fri	\$ 57.70	\$ 75.20
Overtime	Before 8am, after 4:30pm & all day Sat, Sun and Holidays	\$ 86.50	\$ 113.00

#### FORKLIFT & BANNER HANGING

		Forklift	Banner
Straight time	8:00am - 4:30pm Mon - Fri	\$ 112.00	\$ 192.00
Overtime	Before 8am, after 4:30pm & all day Sat, Sun and Holidays	\$ 146.00	\$ 250.00

LABOR TYPE: I&D  FORKLIFT  BANNER HANGING

Date Time #crew X #hours = Total # x Rate = Total

	Date	Time	#crew	X	#hours	=	Total #	x	Rate	=	Total
INSTALL											
DISMANTLE											
INSTALL											
DISMANTLE											

### MISCELLANEOUS

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
**SUBTOTAL** \$ \_\_\_\_\_  
**Add 30% to total after August 15 discount deadline** \$ \_\_\_\_\_  
**WA STATE SALES TAX - 8.8%** \$ \_\_\_\_\_  
**FREIGHT / MATERIAL HANDLING** \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

Carry this total to invoice summary page



# R e l a x . . .

...let us handle the details

Triumph Expo & Events offers prompt, trouble-free freight services for your upcoming trade show.

- Competitive pricing – as little as 88¢ per pound
- On-site personal assistance during your trade show
- Convenient, single invoice billing – shipping services are included on your trade show invoice

Simplify your trade show experience by calling Exhibitor Services today at  
1-877-607-1010

**TRIUMPH TRANSPORTATION**

an exclusive service of



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## INBOUND / OUTBOUND SHIPPING AUTHORIZATION

*for Triumph Transportation Only*

### Inbound Shipping Instructions:

Pick-up Address: \_\_\_\_\_ Pick-up Date: \_\_\_\_\_ Shipment Ready By: \_\_\_\_\_ am/pm

\_\_\_\_\_ Approx. Weight: \_\_\_\_\_ Total No. of Pieces: \_\_\_\_\_

\_\_\_\_\_ Crates: \_\_\_\_\_ Cartons: \_\_\_\_\_ Fiber Cases: \_\_\_\_\_ Other: \_\_\_\_\_

Contents of Freight / Comments / Special Instructions: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Outbound Shipping Instructions:

Ship-to Address: \_\_\_\_\_ Shipping Method:  Deferred / Ground (3-7 Bus. Days)

\_\_\_\_\_  Express (2-3 Bus. Days)

\_\_\_\_\_ Approx. Weight: \_\_\_\_\_ Total No. of Pieces: \_\_\_\_\_

\_\_\_\_\_ Crates: \_\_\_\_\_ Cartons: \_\_\_\_\_ Fiber Cases: \_\_\_\_\_ Other: \_\_\_\_\_

Contents of Freight / Comments / Special Instructions: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## CREDIT CARD AUTHORIZATION

I authorize Triumph Expo & Events Inc. to debit my credit card for the charges on this invoice and for additional charges incurred.

Visa  Mastercard  American Express

Account # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Printed Name on Card \_\_\_\_\_

Authorized Signature \_\_\_\_\_



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## FREIGHT/MATERIAL HANDLING

Prices include receiving freight, delivery to booth, storage of empties and load out of shipment. Use the tables below to estimate your material handling charge. Round up shipment weight to next highest 100 lbs. Carry the total to the Invoice Summary page.

### ADVANCE SHIPMENTS

Advanced freight shipped directly to Triumph Expo & Events Inc. warehouse  
**MUST arrive by: 5:00 pm on August 15, 2006**

SHIP TO: **YOUR COMPANY AND BOOTH #**  
**NAAAP CAREER FAIR**  
c/o Triumph Expo & Events Inc.  
12614 Interurban Avenue S.  
Seattle, WA 98168

*Pricing includes up to 30 days storage at TE&Es warehouse prior to above date.*

### DIRECT SHIPMENTS

**ARE NOT PERMITTED**

<b>ADVANCE FREIGHT CHARGES</b> <i>Crated/Skidded Materials</i>	SHIPMENT WEIGHT _____ lbs.
	x RATE (per 100 lbs.) <b>\$ 46.00</b>
	MINIMUM CHARGE 200 lbs <b>\$ 92.00</b>
	= ESTIMATED CHARGE _____

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### SMALL PACKAGES

**SMALL PACKAGE CHARGES** (shipments over 20 lbs. will be subject to rates described above) **\$ 29.00**

Cartons and envelopes weighing less than 20 lbs. per shipment. Any pieces received without documentation will be delivered to booth without guarantee of piece count or condition.

### ADDITIONAL CHARGES

**SPECIAL HANDLING CHARGES** (see below) SHIPMENT WEIGHT \_\_\_\_\_ X **\$13.40 per cwt** = \$ \_\_\_\_\_

In addition to freight charges above, SPECIAL HANDLING fees of \$13.40 per cwt. (per 100 lbs.) will apply to any non-crated or non-palletized shipment of over 3 pieces, any shipment that requires ground, side door, flat bed or constricted space unloading or loading, moving other shipments or objects in the truck/trailer to access the target shipment, or materials that arrive without documentation (i.e. bills of lading from express carriers such as UPS, DHL, Federal Express).

**OFF-TARGET CHARGES** SHIPMENT WEIGHT \_\_\_\_\_ X **\$13.40 per cwt** = \$ \_\_\_\_\_

In addition to other assessed fees, OFF TARGET charges of \$13.40 per cwt. will apply to any shipments arriving after the deadline dates stated above. This includes any direct freight arriving before or after the specified target date(s).

**OVERTIME CHARGES** SHIPMENT WEIGHT \_\_\_\_\_ X **\$13.40 per cwt** = \$ \_\_\_\_\_

In addition to other assessed fees, OVERTIME charges apply to ALL shows that move-in AND/OR move-out on weekends, holidays or weekdays before 8:00am and after 4:30pm.

**RETURN TO WAREHOUSE:** Exhibitors using TE&E warehouse for outbound shipping will be charged \$9.40 per cwt (1000lb minimum) **\$94.00**

**EMPTY STORAGE ONLY:** Exhibitors that have hand carried freight and did not utilize material handling services, but need to store empties during show hours will be billed \$44.00 per pallet or per piece.

*All calculations above are regarded as estimates only. All shipments will be invoiced based on actual weight. By signing this form or by shipping freight either advance or direct, you are entering into a contract with TE&E. Carefully read the Material Handling Terms and Conditions Sheet that accompanies this form.*

TOTAL \$ \_\_\_\_\_

Carry this total to invoice summary page

# MATERIAL HANDLING - TERMS AND CONDITIONS

## PLEASE READ CAREFULLY! YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERIES IN CASE OF LOSS OR DAMAGE.

The terms and conditions set forth below are part of the contractual agreement between Triumph Expo & Events Inc. and you the EXHIBITOR. Exhibitor agrees to and accepts the terms and conditions of this contract when any of the following conditions are met:

THE MATERIAL HANDLING AGREEMENT IS SIGNED; OR

THE EXHIBITOR'S MATERIALS ARE DELIVERED BY A CARRIER TO TE&E'S WAREHOUSE OR TO A SHOW/EXPOSITION SITE FOR WHICH

TE&E IS THE OFFICIAL SHOW CONTRACTOR, OR A SUBCONTRACTOR FOR THE OFFICIAL SHOW CONTRACTOR; OR

AN ORDER FOR LABOR AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH TRIUMPH EXPO & EVENTS INC.

- 1. DEFINITIONS.** For purposes of this contract, "TE&E" means Triumph Expo & Events Inc. and their employees, agents, directors and assigns, affiliated companies, related entities including but not limited to any subcontractors TE&E may appoint. The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractor ("EAC") Further, it is hereby understood and agreed that the "EXHIBITOR" is in fact the "Shipper" for all purposes and circumstances, notwithstanding anything contained in this contract to the contrary.
- 2. PACKAGING AND CRATES.** TE&E shall not be responsible for damage to loose uncrated materials, padwrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or materials improperly packed. In addition TE&E shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or having prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means.
- 3. EMPTY CONTAINERS.** Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of EXHIBITOR or his representative. All previous labels must be removed or obliterated. TE&E assumes no responsibility for:
  - Error in the above procedures
  - Removal of containers with old empty labels & without TE&E labels
  - Improper information on empty labelsTE&E WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAID ITEMS ARE IN EMPTY CONTAINER STORAGE.
- 4. INBOUND SHIPMENTS.** Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of EXHIBITOR or his representative, and during such time the materials will be left unattended. TE&E WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER SAME HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT THE SHOW SITE. TE&E recommends the securing of security services from Facility or Show Management.
- 5. OUTBOUND SHIPMENTS.** 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. TE&E WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS BEFORE SAME HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. TE&E highly recommends the securing of security services from Facility or Show Management. All Material Handling Agreements submitted to TE&E 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 on any agreement form submitted to TE&E and the actual count of such items in the booth at the time of pickup.
- 6. DELIVERY TO THE CARRIER FOR RELOADING.** TE&E WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER SAME HAVE BEEN DELIVERED TO EXHIBITOR'S APPOINTED CARRIER, SHIPPER, OR AGENT FOR TRANSPORTATION AFTER THE EVENT, INCLUDING A TE&E DESIGNATED CARRIER IN ACCORDANCE WITH SECTION 7 BELOW. TE&E loads the materials onto the carrier under directions from the carrier or driver of that same carrier. Any reloading into the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. TE&E ASSUMES NO RESPONSIBILITY FOR LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS THAT ARISE OUT OF IMPROPERLY LOADED MATERIALS.
- 7. DESIGNATED CARRIERS.** In order to expedite removal of materials from the show site, TE&E shall have the authority to change designated carriers if the carrier designated by the EXHIBITOR does not pick up the shipment(s) in time. Where no disposition is made by EXHIBITOR, materials may be taken to a warehouse to await EXHIBITORS shipping instructions and EXHIBITOR agrees to be responsible for charges relating to such rerouting and handling. IN NO EVENT SHALL TE&E BE RESPONSIBLE OR LIABLE FOR ANY LOSS RESULTING FROM SUCH REROUTING DESIGNATION. EXHIBITOR hereby understands and agrees that the carrier's terms and conditions apply to their shipment once the materials have been accepted by said carrier. It is the responsibility of the EXHIBITOR to familiarize himself with these terms and conditions TE&E WILL NOT BE RESPONSIBLE OR LIABLE FOR FAILURE TO PROVIDE THESE CARRIER TERMS AND CONDITIONS TO THE EXHIBITOR.
- 8. TE&E'S RESPONSIBILITIES.** TE&E shall be responsible only for those services which it directly provides. TE&E assumes no responsibility for any persons, parties, or other contracting firms not under TE&E'S direct supervision and control. TE&E 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 TE&E'S reasonable control nor for ordinary wear & tear in the handling of materials.
- 9. INSURANCE.** It is understood that TE&E is not an insurer. Any insurance shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide TE&E with a release and waiver of subrogation to the extent of any insurance settlement received.
- 10. CLAIM(S) FOR LOSS.** EXHIBITOR agrees that any and all claims for loss or damage must be submitted to TE&E immediately at the show site and in any case not later than thirty (30) business days after the conclusion of the show or exposition (for purposes of claim reporting, the 'conclusion' of the show shall be construed as the time when EXHIBITOR'S materials are delivered to the carrier for transportation from the show site or from TE&E'S warehouse). All claims reported after thirty (30) business days will be rejected. In no event shall a suit or action be brought against TE&E more than one year after the date of loss or damage occurred.
- a. PAYMENT FOR SERVICES MAY NOT BE WITHHELD.** In the event of any dispute between the EXHIBITOR and TE&E 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 TE&E for its services, as an offset against the amount of any alleged loss or damage. Any claims against TE&E shall be considered a separate transaction, and shall be resolved on its own merits.
- b. MAXIMUM RECOVERY.** THE DECLARED VALUE DOES NOT APPLY TO THE SERVICES PROVIDED BY TE&E if found liable for any loss. TE&E'S sole and exclusive MAXIMUM liability for loss or damage to EXHIBITOR'S materials and EXHIBITOR'S sole and exclusive remedy is limited to repair or replacement with like kind and quality, subject to a dollar amount limited equal to the amount paid by EXHIBITOR to TE&E for material handling services during the show or exposition under this contract.
- c. BREACH OF CONTRACT AND/OR NEGLIGENCE.** TE&E'S liability shall be limited to any loss or damage which results solely from TE&E'S NEGLIGENCE in the actual physical handling of the items comprising EXHIBITOR'S shipment(s) OR which results from BREACH OF THIS CONTRACT and not for any other type of loss or damage. In no event shall TE&E 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, subsequent to, or are alleged as a result of tortious conduct, failure of the equipment or services of TE&E 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 TE&E 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(es).
- 11. JURISDICTION.** THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF WASHINGTON WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS AND RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN KING COUNTY, WASHINGTON.
- 12. INDEMNIFICATION.** EXHIBITOR agrees to indemnify, forever hold harmless and defend TE&E and their employees, directors, officers and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgements and expenses (including but not limited to reasonable attorneys' fees and investigation costs) on account of personal injury or death, damage to or loss of property or profits arising out of or contributed to, by any of the following:
  - EXHIBITOR'S negligent supervision of any labor secured through TE&E or the negligent supervision of such labor by any of EXHIBITORS 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, representatives, customers, invitees, and/or any Exhibitor Appointed Contractor (EAC) at the show or exposition to which this contract relates, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of TE&E'S equipment;
  - EXHIBITOR'S violation of Federal State, County or Local ordinances;
  - EXHIBITOR'S violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management
- 13. MISCELLANEOUS.** EXHIBITOR, as a material part of the consideration to TE&E for material handling services, waives and releases all claims against TE&E, its employees, agents, directors and officers with respect to all matters for which TE&E 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 unenforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions herein.



**TRIUMPH**  
expo & events inc.



**TRIUMPH**  
expo & events inc.

**EXHIBIT MATERIALS**

**FROM:**

**\*\*\* ADVANCE SHIPMENT\*\*\***

**TO:** \_\_\_\_\_

COMPANY NAME

**NAAAP CAREER FAIR**

NAME OF EXHIBITION

BOOTH NUMBER

**C/O TRIUMPH EXPO AND EVENTS INC.**  
**12614 INTERURBAN AVENUE SOUTH**  
**SEATTLE, WA 98168**

**SHIPMENT MUST ARRIVE ON OR BEFORE:**  
**5:00 PM ON AUGUST 15, 2006**

CARRIER: \_\_\_\_\_

NUMBER \_\_\_\_\_ OF \_\_\_\_\_ PIECES



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