

**Marine Aquarium Expo – April 10 & 11, 2010 – Orange County Fairgrounds**

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**Marine Aquarium Expo – April 10 & 11, 2010 – Orange County Fairgrounds**

**Official Services Contractor**

Raphael's Convention Services (RCS)	Phone:	858 689 7368
8606 Miramar Road	Fax:	858 444 2525
San Diego, CA 92126	Email:	travis@rcsshows.com

**Show Information**

Backwall Drape:	Black
Sidewall Drape:	Black
Included with Booth:	6' or 8' table(s), chairs, (1) Wastebasket. Additional rentals available using Furniture Order form on page 11.

**Important Dates**

4 / 2 / 10	Deadline for discount pricing on furniture orders.
4 / 7 / 10	Last day for arrival of advance shipments to RCS warehouse
4 / 9 / 10	Vendor move in 2:00 pm
4 / 10 / 10	Show open 10:00 am – 6:00 pm
4 / 11 / 10	Show open 10:00 am – 6:00 pm
4 / 11 / 10	Vendor tear down 6:00 pm
4 / 13 / 10	First day for pick up of return shipments from RCS warehouse

**Shipping Addresses**

<b>Advance Shipments to Warehouse</b>	c/o Raphael's Convention Services 8606 Miramar Road San Diego, CA 92126
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<b>Direct to Venue</b>	c / o Raphael's Convention Services 88 Fair Drive / Bldg 18 Costa Mesa, CA 9626
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**RCS On-Site Hours**

***RCS will not be available on-site for vendor orders. Be sure to pre-order any booth furnishing you may need using the order form on page 11.***

**Return to:** Raphael's Convention Services ♦ Fax: 858 444 2525 ♦ email: travis@rcsshow.com

All orders are governed by the RCS Terms & Conditions of Contract and Payment Policy in this Exhibitor Manual

### Marine Aquarium Expo – April 10 & 11, 2010 – Orange County Fairgrounds

Company Name	Email	Booth #		
Address	City	State	Zip	Country
Phone	Fax			
Contact	Cell			

<b>Payment Policy</b>	<b>Credit Card Charge Authorization</b>
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**Payment for Services** – RCS requires payment in full at the time services are ordered. RCS accepts Mastercard, Visa, Amex, Discover, cash and check, however a completed credit card authorization is required for all orders, regardless what form of payment is used.

**Discount Prices** – To qualify for discount pricing, orders must be received with payment on or before the discount price deadline.

**Adjustments and Cancellations** – Cancellation of any order once delivered or rendered will result in a 100% cancellation fee. Additions to existing orders will be charged at the time the order is placed.

♦ If you have any questions about our payment policy, please contact us at 800 564 7755

All information must be provided. **Your order will not be processed if any information is missing.** We require credit card authorization even if you are paying by cash or check.

Account Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Expiration Date

--	--	--	--

CVV:

--	--	--	--

Cardholder's Name		
Address		
City	State	Zip

I agree in placing this order that I have accepted RCS payment policy and RCS Terms & Conditions of Contract.

**X**

\_\_\_\_\_  
Authorized Signature (Cardholder)

**X**

\_\_\_\_\_  
Please Print Name

/ /

\_\_\_\_\_  
Date

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**I. Definitions**

**RCS:** Raphael's Convention Services dba RCS and/or Edlen Electrical and their employees

**Agents:** RCS agents, subcontractors, carriers and the agents of each

**Customer:** Exhibitor or other party requesting services from RCS

**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 RCS is requested to perform services

**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 shows

**Services:** Warehouse, transportation, drayage, supervised or unsupervised labor and/or related services

**Show Site:** The venue or place at which 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 RCS

**Unsupervised 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 or directed by RCS. Customer assumes responsibility for the work of union labor when customer elects to use unsupervised labor

**II. Scope**

These terms and conditions shall be binding upon customer, RCS 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 from RCS 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 RCS or agents. Customer authorizes RCS to charge its credit card directly for services rendered on its behalf after departure, by placing an order online, via fax or phone or through work order on-site

**Credit Terms:** All charges are due before services are performed unless other arrangements have been made in advance. RCS has the right to require prepayment or guarantee of the charges at the time of requesting 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 RCS, RCS is authorized to bill to such credit card any unpaid charges 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 1.5% per month until paid.

**IV. Mutual Obligations**

**Indemnification**

**Customer to RCS:** Except to the extent of RCS' own negligence and/or willful misconduct, customer shall defend, hold harmless and indemnify RCS from and against any claims, lawsuits, demands, liability and costs or expenses, including reasonable attorney fees and court costs resulting from an 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 RCS harmless for any and all acts of its representatives and agents, including but not limited to customer appointed contractors and installation and dismantle 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.

**RCS to Customer:** To the extent of RCS' own negligence and/or willful misconduct, and subject to the limitations of liability below, RCS shall defend, hold harmless and indemnify customer from and against any claims, lawsuits, demands, liability, costs and expenses, including reasonable attorney fees and court costs resulting from any injury to or death of persons or damage to property other than goods. RCS 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. RCS Liability for Loss or Damage to Goods**

**Negligence Standard:** RCS shall be liable, subject to 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 RCS.

**Condition of Goods:** RCS shall not be liable for damage, loss or delay to uncrated freight, freight improperly packed, glass breakage or concealed damage. RCS 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's the customer's responsibility to ensure that goods are packaged correctly prior to shipment or movement on or off the show floor.

**Receipt of Goods:** RCS shall not be liable for goods received without receipts, freight bills or specified unit counts on receipt or freight bills. Such goods shall be delivered to booth without guarantee of piece count or condition.

**Force Majeure:** RCS shall not be liable for loss or damage that results from acts of God, weather conditions, act or default by customer, shipper or the owner of 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. RCS assumes no liability or responsibility for cold storage

**Accessible Storage:** RCS 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 of security

**Unattended Goods:** RCS 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 insuring its own goods for any and all risk of loss

**Labor:** RCS assumes no liability for loss, damage or bodily injury arising out of customer's supervision of RCS provided union labor. If RCS supervises labor for a fee, RCS 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 RCS and show management with an indemnity, including defense costs, for any claim that results from customer supervision or failure to supervise assigned labor.

**Empty Storage:** RCS 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 appropriate labels available at the RCS service desk for empty container storage. Damage that is the direct result of RCS' negligence shall be subject to the limitations of liability set forth on this document.

**Forced Freight:** RCS 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, RCS 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. In such cases RCS 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 RCS' discretion and at customer's expense assuming the goods are labeled for return. RCS retains the right to dispose of goods left on the show floor without liability if left unattended, without labels or incorrectly labeled.

**Concealed Damage:** RCS shall not be liable for concealed loss or damage, uncrated goods or improperly packaged or labeled goods.

**Unattended Booth:** RCS 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 RCS 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:** RCS' liability shall be limited to the lesser of 1) the depreciated value of goods, 2) repair costs or 3) the limitation of liability. The limitation of liability shall be \$.50 (fifty cents) per pound per piece, \$100.00 per package or \$1500.00 per occurrence.

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**VI. RCS Liability for Loss or Damage to Goods (cont'd)**

**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 RCS services order form(s) and also on the material handling order form and paying the appropriate additional charge in advance of the commencement of services by RCS. Maximum liability for damages resulting from RCS' negligence shall then be increased to the amount 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 or prototypes. The declared value may never exceed \$100,000 for the purpose of this provision and RCS' liability in all circumstances shall be limited to the amount of this cap.

**No Insurance:** RCS is not an insurance company and does not offer or provide insurance. It is the obligation of the 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 the customer, unless it is shown that RCS performed in a manner that constitutes gross negligence in the performance of its services for the customer.

**Notice of Loss or Damage:** In order to have a valid claim, notice of loss or damage to goods must be given to RCS 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 RCS within 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 9 months of date of delivery of goods. RCS 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 or bill of lading. In the event of a dispute with RCS, customer will not withhold payment or any amount due RCS for services as on offset against the amount of the alleged loss or damage. Customer agrees to pay RCS prior to the close of show for all such charge and further agrees that any claim customer may have against RCS shall be pursued independently by customer as a separate action to be resolved on its own merits. RCS 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 California. The parties hereby submit to jurisdiction and venue in the United States Federal District Court of California.

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

All terms and conditions relative to advanced warehousing / temporary storage / long term 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 RCS' liability for customer's goods.

The responsibility of RCS with respect to exhibit material is limited to the exercise of ordinary care and diligence in handling and storing of customer's goods. RCS shall be liable only for loss or damage to goods caused by RCS' sole negligence. RCS' liability is limited to sixty cents per pound of the actual cash value per article. In case of partial loss or damage, the maximum liability shall be prorated based on weight. RCS 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 RCS' immediate control. RCS is not responsible for the marring, scratching or breakage of glass or other fragile items. RCS is not liable for the mechanical functions of instruments or appliances even if such articles are packed or unpacked by RCS.. →

In no event shall RCS 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 RCS as to appropriateness of the conditions for exhibitors' material. The risk of loss remains the customers alone and RCS recommends the customer maintain insurance in amounts sufficient to cover its risk.

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**IMPORTANT INFORMATION REGARDING MATERIAL HANDLING (DRAYAGE)**

**Material Handling – what does it include?**

Raphael's Convention Services (RCS), will be responsible for receiving your materials, bringing the items to your booth location, picking up and storing any empty containers until the end of the show, and then returning them to your booth for you to repack. Just a reminder, you have 14 days to have your items picked up after the show from our warehouse before they will be sent to you COD. Storage fees may also apply for excess time in our warehouse. RCS is not responsible for any damage incurred during shipping.

**What do you need to do prior to shipping?**

Fill out the Material Handling Order Form included in your vendor packet and send with your payment (see terms below) to RCS at (858) 444 - 2525. You must provide the correct weight and number of pieces of materials being sent. You must provide a copy of the Bill of Lading (BOL) with a full description of the materials being sent. *Make sure to label all of your materials properly, including: show name, booth number(s), and company information.* Make sure to arrange for your carrier to not only deliver your materials, but to ALSO pick up your materials!

**What will RCS provide for inbound material?**

RCS will provide advance storage up to (30) thirty days prior to your event. RCS will be responsible for receiving your materials at our warehouse for advance shipments. Once received, your materials will be delivered to your booth and your empty containers may be stored for your convenience until the end of the show. See the service desk for "Empty" stickers for your containers for storage. Make sure to include your booth number(s).

**What do you need to do at show closing?**

Repack all of your materials. Label your materials for their next destination. Provide a BOL or obtain a blank copy at our service desk, if applicable. Make sure to include your carrier's name on the BOL. Leave all materials in your booth. Check out at the service desk. A RCS representative must verify the number of pieces before you leave the event. We will not be responsible for any missing pieces if this is not done properly. Call your shipper. It is your responsibility to make these arrangements.

**What will RCS provide for outbound material?**

RCS will pick up your materials at your booth. Blank BOL forms and shipping labels are available at the service desk in the event none were prepared in advance. An RCS representative will even assist you in filling them out. RCS will provide labor for transfer of material to your carrier. RCS is not a shipper and will not call for pick up. RCS will retain a receipt once your carrier picks up your materials.

**Payment terms:**

All vendors must be PREPAID before shipments are delivered to the booth. Acceptable forms of payment include: cash, certified checks, VISA, MasterCard, Discover, or American Express. Company checks and out of state checks will only be accepted a minimum of 10 days prior to show delivery.

**If you have any further questions, please contact us at (858) 689-7368.  
We would be happy to assist you.**

**\* PLEASE NOTE THAT RCS IS NOT RESPONSIBLE FOR ANY ITEMS  
LEFT UNATTENDED ON THE SHOW FLOOR \***



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**Use these shipping labels to expedite handling.** Copies of these labels are acceptable if additional labels are required.

**LABELS ARE FOR USE IF ADVANCE SHIPPING TO THE RCS WAREHOUSE ONLY.**

-----  
**FROM:**

**ADVANCE SHIPMENT**

**TO:**

\_\_\_\_\_  
Exhibiting Company

\_\_\_\_\_  
Show Name

\_\_\_\_\_  
Booth #

**C/O Raphael's Convention Services  
8606 Miramar Road  
San Diego, CA 92126**

-----  
**FROM:**

**ADVANCE SHIPMENT**

**TO:**

\_\_\_\_\_  
Exhibiting Company

\_\_\_\_\_  
Show Name

\_\_\_\_\_  
Booth #

**C/O Raphael's Convention Services  
8606 Miramar Road  
San Diego, CA 92126**



**Return to:** Raphael's Convention Services ♦ Fax: 858 444 2525 ♦ email: travis@rcsshow.com

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Company	Email	Booth #
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**Please complete this form if you need assistance installing or dismantling your booth or loading / unloading your vehicle. Additional labor services may be offered at your show. Please call for any requests that do not seem to be covered here.**

#### INDICATE SERVICES NEEDED

- |                                   |                                    |
|-----------------------------------|------------------------------------|
| <input type="checkbox"/> INSTALL  | <input type="checkbox"/> DISMANTLE |
| <input type="checkbox"/> LOAD     | <input type="checkbox"/> UNLOAD    |
| <input type="checkbox"/> FORKLIFT |                                    |

#### PLACE ORDER HERE

Date	Start Time	End Time	Total Hours	Total Workers	Labor Rate (per ½ hour)	Total
	AM PM	AM PM			\$55.00	
	AM PM	AM PM			\$55.00	
	AM PM	AM PM			\$55.00	
	AM PM	AM PM			\$55.00	
					<b>TOTAL LABOR ORDERED</b>	\$

**I agree in placing this order that I have accepted RCS Payment Policy and RCS Terms & Conditions of Contract.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_