



The **AUDIO / VISUAL** Experience

***ST JOHN'S CONVENTION CENTRE  
MATERIAL HANDLING FORM***

## Table of Contents

<b>Welcome/Customer information/Labour Request</b>	<b>3</b>
<b>Material Handling</b>	<b>4</b>
<b>Payment Form</b>	<b>5</b>
<b>Limits of Liability &amp; Responsibility</b>	<b>6</b>

## Enquires

**Canadian AV is proud to offer  
24 hours 7 days a week contact.**

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A1E 4P3

Phone 709.739.6666  
Phone 709.579.5959  
Fax 709.739.6455

Email: [info@canadianavinc.com](mailto:info@canadianavinc.com)

## Welcome

Canadian AV Inc. (hereinafter referred to as "CAV") is proud to be the Shipping/Material Handling Service Provider for the upcoming \_\_\_\_\_ at the St. John's Convention Centre (SJCC) under St. John's Sports and Entertainment Ltd (SJSEL). All material handling at SJCC must be carried out exclusively by CAV.

As one of the largest audio visual and trade show suppliers in the province we promise to live by our mantra "*Be Seen, Be Heard, Be Remembered!*" Whatever you require great or small we promise to ensure an outstanding event in our beautiful province, Newfoundland and Labrador. Thank you for allowing us the opportunity to work together!

## Customer information

**Company Name:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Event Name:** \_\_\_\_\_

**Booth Number:** \_\_\_\_\_

**Date of Conference:** \_\_\_\_\_

## Labour

Labour is available upon request. Please contact Brad Hollett at [info@canadianavinc.com](mailto:info@canadianavinc.com) for a quote.

## Material Handling

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.

### **Estimating Shipping and 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. A minimum charge per shipment may apply; see enclosed Material Handling Order Form for details. All shipping charges must be prepaid. CAV cannot accept or be responsible for any collect shipments. Crated and uncrated shipments must be separated and clearly identified on your bill of lading.

- **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 un-skidded machinery without proper lifting bars or hooks.
- **Special Handling** - 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.

### **Storing Empty Containers**

Properly labeled empty shipping cartons will be picked up and returned to holding area. On-site storage will be approved on a show-by-show basis depending on available storage.

### **Insurance**

All of your shipped goods must be insured by the Exhibitor from the time it leaves the Exhibitor's facilities until the time it is received by the Exhibitor after the show. 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.

### **Canadian AV Inc. Limits of Liability**

Liability - CAV is liable for loss or damage to your goods ONLY if the loss or damage was caused by CAV negligence.

Measure of Damage - If CAV 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. below) will be limited by the Depreciated Value of the goods or repair costs, whichever is less.
- b) The lesser of \$0.30 per pound per piece, \$50 per piece, or \$1000 per occurrence. CAV does not offer or sell insurance. CAV is not liable and will not owe for loss or damage to your goods if the damage was not caused by CAV.

### **Billing**

#### **Crated Material**

- Delivery to your booth from holding area is \$1 per pound (\$100 minimum charge)
- Removal of empty containers/crates/skids from booth to holding area and return to booth at tradeshow end is \$1 per pound (\$100 minimum charge)
- Pick up from booth and return to holding area is \$1 per pound (\$100 minimum charge)

Material handling services are billed per each shipment received.

A 30% surcharge will apply to the following:

- Shipments that are uncrated or have to be uncrated onsite, stacked, pad-wrapped, contain loose pieces, oversized OR
- Material handling orders placed on-site OR
- Paperwork is not sent to [bhollett@canadianavinc.com](mailto:bhollett@canadianavinc.com)

All additional components that the Exhibitor would like to be stored away from its booth (i.e.: skids, containers, boxes, etc.) must be clearly labelled to avoid delays in finding them. Exhibitors must clearly label the additional components, indicating the company name and booth number in large print.

## Payment Form

Payment for all services must be pre-paid in full. CAV will not provide Material Handling, In-Booth lifts, or Installation and Dismantle Labour Services without a company's **CREDIT CARD AUTHORIZATION FORM** on file.

### CREDIT CARD AUTHORIZATION FORM

<i>Exhibitor Information</i>	
Conference Name/Date: _____	Booth #: _____
Company: _____	
Street: _____	
City: _____	Prov/State: _____ Code: _____
Email: _____	Phone: _____
Contact Name: _____	

*PLEASE COMPLETE THE FOLLOWING:*

Card Type: _____		
Expiry Date: _____		
Card #: _____		
Cardholder's Name: _____		
Cardholder's Signature: _____		
Cardholder's Billing Address: _____		
City: _____	Prov/State: _____	Code/zip: _____
Telephone: _____	Fax: _____	

This authorization allows CAV to charge any fees outstanding after show closing to this credit card. (Including funds owed due to a cheque returned NSF)

<p style="text-align: center;"><b>Cheques will not be Accepted without This Credit Card Authorization</b></p> <p style="text-align: center;"><b>If this Authorization is not completed, all On-Site Orders are expected to be paid in Full before Delivery</b></p>
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## Limits of Liability & Responsibility

1. SJSEL, CAV and their subcontractors, employees and agents shall not be responsible for damage to uncrated materials, materials improperly packed, glass breakage or concealed damage.
2. Relative to inbound shipments, there may be a lapse of time between the delivery of shipments to the booth by CAV or its subcontractors and the arrival of the Exhibitor's representatives at the booth. Similarly, relative to outgoing shipments, it is possible that there will be a lapse of time between the completion of packing and the actual pick-up of materials from the booth for loading onto a carrier. It is understood that during such times shipments will be left in the booths unattended. SJSEL, CAV and their subcontractors, employees and agents are not responsible for the loss or disappearance of Exhibitor's materials after the same have been delivered to Exhibitor's booth, nor are SJSEL, CAV and their subcontractors, employees and agents responsible for Exhibitor's materials before they are picked up from the Exhibitor's booth for loading after the show. Consequently, all bills of lading covering outgoing shipments submitted to CAV or its subcontractors by Exhibitor will be checked at the time of pick-up from the booth and will be corrected where discrepancies exist.
3. Relative to inbound shipments, there may be a lapse of time between the delivery of shipments to the booth by CAV or its subcontractors and the arrival of the Exhibitor's representatives at the booth. Similarly, relative to outgoing shipments, it is possible that there will be a lapse of time between the completion of packing and the actual pick-up of materials from the booth for loading onto a carrier. It is understood that during such times shipments will be left in the booths unattended. SJSEL, CAV and their subcontractors, employees and agents are not responsible for the loss or disappearance of Exhibitor's materials after the same have been delivered to Exhibitor's booth, nor are SJSEL, CAV and their and its subcontractors, employees and agents responsible for Exhibitor's materials before they are picked up from the Exhibitor's booth for loading after the show. Consequently, all bills of lading covering outgoing shipments submitted to CAV or its subcontractors by Exhibitor will be checked at the time of pick-up from the booth and will be corrected where discrepancies exist.
4. SJSEL, CAV and their subcontractors, employees and agents shall not be held liable for any damage incurred during the handling of equipment requiring special devices to properly load, place or reload unless advanced notice has been given to CAV in time to obtain the proper equipment.
5. SJSEL, CAV and their subcontractors, employees and agents shall not be responsible for loss, delay or damage due to strikes, lockouts or work stoppages of any kind.
6. SJSEL, CAV and their subcontractors, employees and agents shall not be responsible for ordinary wear and tear in the handling of equipment, nor for any loss or damage due to fire, theft, windstorm, water, vandalism, acts of God, mysterious disappearances or other causes beyond its control.
7. It is understood that SJSEL, CAV and their subsidiaries, their directors, officers, employees, representatives, agents and contractors are not insurers. Insurance, if any, shall be obtained by the Exhibitor. Amounts payable to CAV hereunder are based on the scope of the liability as herein set forth and are unrelated to the value of the Exhibitor's property. It is further understood and agreed that SJSEL, CAV and their subcontractors do not

provide for full liability should loss or damage occur. It is agreed that if SJSEL, CAV or their subcontractors should be found liable for loss or damage to the Exhibitor's equipment, the liability shall be limited to the specific article that was physically lost or damaged. Further, such liability shall be limited to a sum equal to \$0.30 per pound per article, with a maximum liability of \$50.00 per item or \$1,000.00 per shipment, whichever is less, as agreed upon damages and exclusive remedy. This paragraph shall apply if loss or damage, regardless of cause or origin, results either directly or indirectly to property or from the negligence, willful or otherwise, of SJSEL, CAV and their subsidiaries, their directors, officers, employees, representatives, agents and contractors. The Exhibitor shall have the burden of proving such negligence.

8. SJSEL, CAV and their subcontractors, employees and agents shall not be liable to any extent whatsoever for any actual, potential or assumed loss of profits or revenues or for any collateral costs that may result from any loss or damage to Exhibitor's materials which may make it impossible or impractical to exhibit same.
9. Claims for loss or damage must be submitted to CAV by the close of the show. No suit or action shall be brought against SJSEL, CAV or their subcontractors more than one year after the cause of action arose.
10. The Exhibitor agrees, in connection with the receipt, handling, temporary storage and reloading of its materials, that CAV and its subcontractors, employees and agents will provide these services as agents of the Exhibitor and not as shippers. If any employee of SJSEL, CAV or its subcontractors, employees and agents shall sign a delivery receipt, bill of lading or other document, it is agreed that SJSEL, CAV or its subcontractors, employees and agents will do so in its capacity as agent of the Exhibitor, and that the Exhibitor will accept full responsibility thereof.
11. SJSEL, CAV and their subsidiaries, their directors, officers, employees, representatives, agents and contractors shall not be liable for shipments received without receipts, freight bills or specified unit counts on receipts or freight bills, such as a courier or van lines. Such shipments will be delivered to booths without guarantee of piece count or condition.
12. Empty container labels will be available at the CAV Service Centre. Affixing the labels is the sole responsibility of the Exhibitor or its representative. It is understood that these labels are used for EMPTY STORAGE ONLY, and SJSEL, CAV and their subcontractors assume no responsibility for loss or damage to contents while containers are in storage or for mislabelled containers.
13. In order to expedite the removal of materials from the show site, CAV shall have the authority to change designated carriers if such carriers do not pick up the materials on time. Where no disposition is made by the Exhibitor, materials will be taken to a warehouse to await the Exhibitor's shipping instructions, and the Exhibitor agrees to be responsible for the payment of any fees relating to such handling at the warehouse. Neither SJSEL or CAV assume liability as a result of such re-routing or handling.
14. The Exhibitor agrees, in the event of a dispute with SJSEL, CAV or their subcontractors, employees and agents relative to any loss or damage to any of its materials or equipment, that the Exhibitor will not withhold payment in any amount due to CAV for material handling services or any other services provided by CAV or its subcontractors, employees and agents as an offset against the amount of the alleged loss or damage. Instead, the Exhibitor agrees to pay CAV prior to the close of the show for all such services and further

agrees that any claims the Exhibitor may have against SJSEL, CAV and their subcontractors, employees and agents shall be pursued independently by the Exhibitor as a completely separate transaction to be resolved on its own merits.

15. The terms and conditions herein shall be interpreted in the accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein and treated in all respects as a Newfoundland and Labrador contract. The Exhibitor hereby irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador and all courts competent to hear appeals therefrom.

**The consignment or delivery of a shipment to CAV or its subcontractors, employees and agents by an Exhibitor or by any shipper on behalf of the Exhibitor shall be construed as an acceptance by such Exhibitor (and/or other shipper) of the terms and conditions set forth in Sections 1 through 15 above.**

**All shipments must be insured by Exhibitors from the time they leave the Exhibitors' facilities until the time they are received after the show. It is recommended that Exhibitors arrange all risk coverage. This can usually be done by riders to existing policies. Contact your insurance representative for more information.**

The undersigned has read and agrees to the terms and conditions of this Materials Handling Order Form.

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

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