

Freight Forwarding & Storage
Contractual Order Form



Tradeshow / Convention: Railway Industrial Clearance Association
Location: Hyatt Regency - Savannah, GA
Exhibitor Setup: Wednesday June 12, 2024 – 12:00pm to 4:00pm
Exhibitor Dismantle: Friday, June 14, 2024 – 1:00pm

Exhibitors:

Please complete and sign the Contractual Order Form below, sign the applicable areas marked in yellow and return entire document to KTK HostSouth, LLC (“HostSouth”) at eric@HostSouthES.com. Should you have any questions please call 843.949.8887.

General Information

All freight will be shipped to and from the HostSouth warehouse unless otherwise notified in advance:

HostSouth
2025 Louisville Road, Unit B or C
Savannah, GA 31415

All freight carrier expenses for both inbound and outbound shipments to and from our warehouse are the responsibility of the Exhibitor. Exhibitor may choose any preferred carrier to provide shipping services to and from the HostSouth warehouse. HostSouth is solely responsible for facilitating the receipt, storage, booth delivery and return shipping to and from our warehouse. The following rates for storage and freight forwarding services apply:

Freight Forwarding & Storage

Ship To Location	Deadline	per CWT	Min Charge
HostSouth Warehouse 2025 Louisville Road Unit B or C Savannah, GA 31415	On or Before Friday, June 7, 2024	\$ 125.00	\$ 250.00
	After Friday, June 7, 2024	\$ 150.00	\$ 300.00

Cost Calculation: Freight is based on Hundred Weights (“CWT”) and is always rounded up to the next hundredth. Example: 1200 lbs of freight = 12 CWT and 1217 lbs of freight will be charged at 13 CWT at the above rates.

Each shipment received is processed separately and is based on the total bill of lading weight, based on the accumulated pieces of freight in one shipment.

Empty Containers: Prior to the start of the show, any empty containers that cannot be easily stored out of sight in your booth will be removed, stored, and returned after the show is over. Empty containers will NOT be returned to booths prior to the show’s scheduled dismantle time.

TO BE COMPLETED BY EXHIBITOR

Inbound Freight

Company / Exhibitor Name: _____

Company Address & Phone Number: _____

Contact (“Agent”) / Phone & Email: _____

IMPORTANT: Mark Each Piece for Show Handling with YOUR COMPANY NAME and BOOTH NUMBER (IF KNOWN).

Freight Description (each Piece)	Carrier / Phone	Tracking Number	Est Arrival

Outbound Freight

Exhibitor Authorization for HostSouth to Provide Outbound Freight Forwarding Services

We hereby authorize HostSouth to handle our outbound freight shipment(s) in accordance with the information provided on this Contractual Form. We agree that HostSouth will provide services as our agent, not as a bailee or shipper. If an employee of HostSouth shall sign a receipt, bill of lading, or other document dealing with freight, we agree that they will do so as our agent, and we accept the responsibility of that action thereof.

IMPORTANT: Shipping Labels or Bills of Lading shall be affixed to each separate piece of freight prior to the end of the Tradeshow / Convention. HOSTSOUTH DOES NOT PROVIDE LABELS OR BOL. THIS IS THE RESPONSIBILITY OF THE EXHIBITOR.

If only outbound services are requested, any outbound freight that was not part of the incoming freight shipment will be billed at the full rate as identified above, for post-show shipment.

Payment for Services

Name on Card: _____

Billing Contact Phone / Email: _____

Billing Address: _____

Credit / Debit Card Type: **MasterCard, Visa, AMEX, Discover, Other**

Card Number: _____

Expiration Date: _____

CSV Code: _____

Zip Code: _____

All Terms & Conditions (see below) and Payment Authorization by Credit Card are agreed on behalf of Exhibitor:

Sign and Print Name / Date

Terms & Conditions

The Terms and Conditions as set forth in this document are part of the contractual agreement between KTK HostSouth, LLC (“HostSouth”) and your Company, the Exhibitor, and you as an agent for your Company. As such, you agree to and accept the Terms and Conditions stated within this document.

If Exhibitor ships freight to or from HostSouth. warehouse and/or show site, Exhibitor must complete all freight-related forms included in this document. No equipment or services will be provided, or freight received nor shipped unless these forms are completed and returned to HostSouth. All appropriate charges will be assigned to the method of payment.

By completing and returning this Contractual Form, the identified person has the authority to represent the Exhibiting Company as Agent. Representing the Exhibitor by ordering services and/or equipment from HostSouth, you as agent for your company and your company as Exhibitor, are entering into a Contract with HostSouth which defines respective parties’ responsibilities.

Acceptance: By completing and returning the enclosed form without a signature but with appropriate Exhibiting Company name, Exhibitor recognizes an authorization and willingness of the company as the Exhibitor, and the Contact personally, to honor all rules, regulations, or policies of and accepts financial responsibilities.

Form of Payment: HostSouth accepts credit cards and company checks.

Action & Additional Fees: If a credit card dispute is filed and HostSouth charge is approved or if dispute is withdrawn, there will be a \$100.00 administrative charge assessed to Exhibitor’s account. If check payment is not be accepted by a financial institution, Exhibitor agrees to pay a \$100.00 service charge per occurrence plus any charges assigned HostSouth by any financial institution. If within thirty (30) days after the date of the invoice, full payment of the total amount due including the handling charge is not paid, a finance charge of 2.45% per month, which is 29.4% APR (Annual Percentage Rate), will be assessed to the total amount due. An invoice not paid 90 days after invoice date will be turned to collection for action. Exhibitor agrees that in event any action or proceedings are brought for the recovery of an amount due HostSouth for services, equipment or labor provided, Exhibitor will pay all costs of collections including, but not limited to, attorneys' or collection agents' fees plus interest at a rate of 2.5% per month or the maximum prevailing rate allowed under the laws of the state of Georgia until collected. The contact of the Exhibitor unconditionally and personally guarantees the payment of all properly documented invoices. Exhibitor agrees a written notice certifiably mailed to the address given as that of Client or Contact demanding return of any property or for payment of account shall constitute due and full notice by HostSouth, Inc. under the laws of Georgia.

Sales Tax Exemption: If Exhibitor is exempt from paying sales tax in the state where the show is being held, a Certificate of State Sales Tax Exemption must be included with order. If certificate is not included, sales tax will be assessed where appropriate. Once sales tax is assessed, it must be paid.

Freight Order Forms: If Exhibitor ships freight to HostSouth warehouse or show site, Exhibitor must complete and return all appropriate forms. Freight services may not be provided to the Exhibitor unless forms are completed and returned to HostSouth prior to the show.

Freight Weight: The freight weight used to calculate the cost is based on rates noted within this document above. Freight rates by weight are rounded up to the next CWT after minimums per shipment are attained.

Over-sized Freight: Any shipment requiring special handling due to length, width, height, or weight, or requiring labeling, tarp, stacking/un-stacking, or rigging will be handled on a time and material basis. Any single piece due to its size that cannot be fitted through doorways or elevators will be taken as far as possible and then becomes the responsibility of the Exhibitor. Arrangements to get freight to or from booth at that point, if requested by exhibitor, is in addition to the drayage rate noted, and at Exhibitors' expense.

Warehousing: For safety, security, and management of materials, for tariff rates, fuel and related costs, and/or scheduling, freight may be handled via HostSouth Central Warehouse in Savannah, Georgia for any show. If show location is other than Savannah, freight will be handled through Savannah warehouse and transported, without any travel surcharges to Exhibitor unless noted.

Packaging: HostSouth will not be responsible for damage to loose, unwrapped, or non-crated materials, glass breakage, concealed damage, carpets bagged or wrapped, or materials improperly shipped. HostSouth will not be responsible for crates or packages which are unsuitable for proper manual or mechanical handling, in poor condition, or having prior damage. HostSouth assumes no responsibility or liability for loss, damage, theft, or disappearance of Exhibitors materials that arise out of improperly packed or loaded materials. Materials not boxed or prepared for shipping will be discarded.

Labels: It is sole responsibility of the Exhibitor to properly label empty containers handled by HostSouth (removed and returned to the booth), remove, or obliterate old labels, and affix labels for outbound shipping. HostSouth assumes no responsibility for the handling or mishandling of containers with old storage or shipping labels, hidden or improperly affixed labels.

Agent: The Exhibitor agrees that in connection with any receipt, handling, temporary storage or reloading of their materials, HostSouth and its subcontractors will provide their services as Exhibitor's agent, and not as bailee or shipper. If any employee of HostSouth or its subcontractors shall sign a delivery receipt, bill-of-lading or other document, Exhibitor agrees KTK HostSouth, LLC or its subcontractors do so as the Exhibitor's agent and the Exhibitor accepts the responsibility, therefore.

Delivery To/From Booth: Consistent with trade show industry practices, may have a lapse of time between the delivery of shipment(s) to the booth and the arrival /departure of the Exhibitor or his representative at that booth, and during such time the material in the booth may be left unattended. HostSouth cannot and will not be held responsible for loss, damage, theft or disappearance of Exhibitor's property, including loss of use thereof, between the time Exhibitor's

goods are delivered to the show area and the time such goods are again received by HostSouth for loading and their delivery to and acceptance by the carrier.

Shipping Documentation: All Material Handling Authorizations and related forms submitted to HostSouth by the Exhibitor will be checked at the time of pick-up from the booth and corrections will be made where there are discrepancies, with these noted on the appropriate documents.

Alternative Pickup from Booth: For the protection of your freight, it is the Exhibitors responsibility to inform HostSouth IN ADVANCE of any at-show pickups by any carrier. If HostSouth is not notified in advance of show-site pick-up, HostSouth reserves the right to not release, with no recourse by any party; Exhibitor releases HostSouth from all liability.

Timely Removal from Show Floor: In order to expedite removal of materials from the show site, HostSouth shall have the authority to change exhibitor's designated carrier(s) if such do not pick up as scheduled. If Exhibitor makes no disposition, materials will be taken to HostSouth warehouse to await Exhibitor's shipping instructions. Exhibitor agrees to be responsible for costs related to such handling. No liability will be assumed because of such re-routing or handling.

Carrier: Every effort will be made to satisfy shipment via Exhibitor's carrier. To expedite removal of materials from the show site, shall have the authority to change exhibitor's designated carrier(s) if such do not pick up as scheduled. If Exhibitor makes no disposition, materials will be taken to HostSouth warehouse to await Exhibitor's shipping instructions. Exhibitor agrees to be responsible for costs related to such handling. No liability will be assumed as a result of such re-routing or handling.

Delivery to the Carrier: HostSouth is not responsible or liable for any loss, damage, theft or disappearance of Exhibitor materials after being delivered to carrier, shipper or agent following the event.

Warehouse Pickup & Dropoff: HostSouth will make available material at loading dock/area immediately behind carrier, or to driver. Any loading or movement within the doorways of the carrier's vehicle is sole responsibility of the carrier.

Limited Liability: In consideration of the services provided to Exhibitor, it is agreed and understood that HostSouth is not responsible for damage to property in its care, custody, or control, including custody for transportation by a third-party common carrier, arising from Fire, Lightning, Smoke, Strike, Riot, Water, Terrorism, Mysterious Disappearance, Civil Commotion, Work Stoppage or any other cause or condition beyond its control. The liability of HostSouth and its subcontractors shall be limited to that derived from any loss or damage which results solely from the gross negligence of HostSouth or its subcontractors in the actual physical handling of the items comprising Exhibitor's shipment(s) and not for any other type of loss or damage. It is agreed that if HostSouth, or its subcontractors, should be found liable for loss or damage due to a failure to properly handle Exhibitor's equipment, the liability shall be limited to the specific article which was physically lost or damaged and such liability shall be limited to a sum equal to \$.50 per pound, per article with a maximum liability of \$50.00 per item, or \$1,000.00 per shipment, whichever is less, as agreed upon damages and not as a penalty, as the exclusive remedy. Any declared value

does not apply to the services provided by HostSouth. HostSouth is not liable to any extent whatsoever for any actual, potential, or assumed loss of profits or revenues, or for any collateral costs, which may result from any loss or damage to Exhibitor's materials which may make it impossible or impractical for exhibit use. Any claim for loss or damage must be submitted to HostSouth prior to the close of the show, or within thirty (30) calendar days from the last day of that conclusion. Any claims after 30 calendar days will be rejected without recourse.

Indemnification: It is agreed and understood that Exhibitor agrees to save and hold harmless HostSouth, its officers, employees, and subcontractors from all liability to any employee or guest of Exhibitor or to any other persons whomsoever as a result of injuries or damages arising from negligent acts or omissions of the Exhibitor at the function for which HostSouth is providing equipment, services or labor, unless attributable to the direct negligence of HostSouth or its employees, and agrees to defend and indemnify HostSouth against such losses.

Insurance: Exhibitors are urged to carry all-risk insurance covering their materials against damage, loss and all other hazards from the time shipment leaves exhibitor address until shipment returns to that address. It is understood that HostSouth and its subcontractors, are not insurers. Be sure to review other insurance requirements per the contract for space. Insurance should be obtained by the Exhibitor and that any amount payable to HostSouth hereunder - based on the value of the material handling services and the scope of the liability as herein set forth - is unrelated to the value of the Exhibitor's property being handled.

Subrogation: Exhibitor and HostSouth mutually agree to waive any and all rights of subrogation against one another in the event of a loss which is compensated by insurance coverage applicable to the damaged property.

Governing Law: State of Georgia