

# ***Authorization to Provide Material Handling Services***

We hereby authorize Tricord to provide such services as necessary to handle our shipment(s) in accordance with the information set forth in the "LIMITS OF LIABILITY AND RESPONSIBILITY" above and we further agree to the following:

- A. We have examined and reviewed the "Material Handling Classification and Rates" page which were forwarded to our firm and understand we will be charged for Material Handling Services in accordance with the published rates for such services as are provided.
- B. We accept the responsibility for the payment of all the Tricord charges in connection with the handling of our shipment(s) and we Tricord guarantee payment to in the event any third party who acts in our behalf shall fall to pay such charges within thirty (30) days of the receipt of the Tricord invoice for such charges.
- C. We agree to Tricord "Limits of Liability and Responsibility" as set forth above.
- D. We agree that Tricord, or its subcontractors', liability shall be limited to any loss or damage which results solely from Tricord or its subcontractors', NEGLIGENCE the actual physical handling of the items comprising our shipment(s) and not for any other type of loss or damage.
- E. With particular reference to paragraphs "c" and "d" above, we agree in connection with the receipt, handling, temporary storage and reloading of our materials that Tricord and its subcontractors, will provide their services as our agent, and not as bailee or shipper. If any employee of Tricord, or its subcontractors, shall sign a delivery receipt bill of lading or other documents we agree that Tricord, or its subcontractors, will do so as our agent and we accept the responsibility therefore. (1) Relative to inbound shipments, we recognize that there may be a lapse of time between the delivery of our shipment(s) to our booth by Tricord subcontractors, and the arrival of our representative at the booth and during such time our shipment(s) will be unattended in our booth. We agree that Tricord and its subcontractors, shall not be responsible for any loss or damage which may occur during such period. (2) Relative to outgoing shipments, we recognize that there will be a lapse of time between the completion packing and the actual pickup of our materials from our booth for loading onto a carrier, and during such time our shipment(s) will be left unattended in our booth. We agree that Tricord, and its subcontractors, shall not be responsible for any loss or damage which may occur during such period, and we authorize Tricord or its subcontractors, to adjust the quantities of times on any bill of lading submitted by us to Tricord or its subcontractors, to conform to the actual Fount of such items in the booth at the time of pickup.
- F. We agree, in the event of a dispute with Tricord, or its subcontractors, relative to any loss or damage to any of our materials or equipment, that we will not withhold payment of any amount due to Tricord for material handling service or any other services provided by Tricord, or its subcontractors, as an offset against the amount of the alleged loss or damage. Instead, we agree to pay Tricord thirty (30) days from the close of the show for all such charges and further agree that any claim we may have against Tricord, or its subcontractors, be pursued independently by us as a completely separate transaction to be resolved on its own merits.
- G. In order to expedite removal of materials from the show site, Tricord shall have the authority to change designated carriers, as such carriers do not pick up on time. Where no disposition is made by the Exhibitor, materials will be taken to a warehouse to wait the Exhibitor's shipping instructions and we agree to pay for charges relating to such handling at the warehouse.
- H. We agree that all questions relating to classification of the Exhibitor's materials, rates charged or weights used to determine material handling charges shall be submitted to the Tricord office indicated on the invoice thirty (30) days of the receipt of the invoice. Complaints received after such period shall not be considered and payment of the invoice shall be made in full.

Show Name: <u>Usenix Conference</u>	Company Name: _____
Address: _____	City: _____ State: _____ Zip Code: _____
Phone: ( ) _____	Booth #: _____ Auth. Signature: _____