



VEX Robotics World Championships 2010
Dallas Convention Center
Dallas, TX
April 22, 2010

GENERAL INFORMATION:

- Each Team will be charged \$20.00 per package/box received, up to 5 packages/boxes, for a total of \$100.00.
- The maximum weight for each package/box is 50 pounds.
- Packages/boxes exceeding the maximum weight will count as an additional package/box per additional 50 pounds.

Once the maximum amount of 5 packages/boxes has been received per team, the following rates will apply.

Shipments received on or before April 19, 2010

\$39.00 for every 100lbs received (does not matter how many packages/boxes received)

Shipments received after April 19, 2010

\$45.00 for every 100lbs received (does not matter how many packages/boxes received)

SHIPPING INFORMATION:

Warehouse Shipping Address

VEX Robotics
Team Name/ Team Number
C/O Fun Factory Events
3366 Miller Park South
Garland, TX 75042

Fun Factory Events will accept crated, boxed or skidded materials, at the above address beginning April 2, 2010. **To avoid additional after deadline charges, warehouse shipments must arrive by April 19, 2010.** The warehouse will accept freight shipments from 8:30 AM to NOON and from 1:00 PM to 5:00 PM, Monday through Friday. To check on your warehouse shipment, please call our Exhibitor Services Department at (972) 271-7444.

When arranging your outbound shipments, be sure your carrier knows your team name and contact information. A Material Handling Agreement must accompany your outbound shipments and can be obtained at the show site Service Desk.

ASSISTANCE:

We want you to have a successful show. If we can assist you in any way, please call our Exhibitor Services Department at (972) 271-7444 or email at vanessa@funfactoryevents.com

****ALL BOXES CAN BE PICKED UP FROM SHOW SITE****



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PAYMENT AUTHORIZATION FORM

Team Name:		
Contact Name:	Team #:	
Address:		
Phone:	Fax:	E-mail:
Ordered By: (please print)		
Signature:	Date:	

Your Signature Below Denotes Acceptance of All Terms & Conditions Printed on Reverse.

COMPANY CHECK
 Please make check payable to: Fun Factory Decorations & Special Events. Checks must be in U.S. funds drawn on a U.S. bank or Canadian bank.

CREDIT CARD
 For your convenience, we will use this authorization to charge your credit card account for your advance orders and any additional amounts incurred as a result of show site orders placed by your representative(s), including without limitation, any shipping charges. Please complete the information requested below.

AMERICAN EXPRESS
 DISCOVER
 MASTERCARD
 VISA

Account No:	3-4 Digit Security#:	Exp. Date:
Cardholder Name: (Please Print)		
Cardholder Signature:		
Cardholder Billing Address:		
City/State/Zip		

ENTER TOTALS HERE

	MATERIAL HANDLING	[]
TOTAL OF ALL FUN FACTORY CHARGES		[]

THIS FORM MUST ACCOMPANY YOUR ORDER
Please Return to FUN FACTORY EVENTS
3366 Miller Park South Garland, Texas 75042
Ph: (972) 271-7444 Fax: (972) 271-7888



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SHIPMENT NOTIFICATION FORM

INBOUND SHIPPING INFORMATION

Carrier Name: _____ Carrier Phone Number: _____

Shipped to: Warehouse Show Site

Shipped From City/ State: _____

Total Number or Crates: _____ Cartons: _____ Fiber Cases: _____ Other (Specify): _____

OUTBOUND SHIPPING INFORMATION

IMPORTANT! PLEASE READ.

A Material Handling Agreement must be completed at show site and must accompany all outbound shipments. Material Handling Agreements are obtained at the show site Service Desk. Completion of this form does not preclude or replace a Material Handling Agreement completed and signed by the team at show site.

Ship to: _____

Method of Shipment (List carrier name and Phone Number):

House Common Carrier _____ House Air Carrier _____

Next Day 2nd Day Deferred Std Ground Expedited Ground Specialized Other

Common Carrier: _____ Other Air Carrier: _____

Other Van Line: _____

Other: _____

Freight Charges: Prepaid _____ Collect _____ Bill to: _____

If assigned carrier fails to show up for pick up should we reassign carrier?
 Yes No

Please Provide an Emergency Contact: Name: _____ Phone: _____

*Please note: Fun Factory Events will not be responsible for product or literature that is not properly packed and labeled by Exhibitor Personnel.

Team Name:	Team #:
Contact Person:	Phone #:

PAYMENT AUTHORIZATION FORM MUST ACCOMPANY YOUR ORDER
 PLEASE RETURN TO FUN FACTORY EVENTS
 3366 Miller Park South Garland, Texas 75042 (972) 271-7444 Fax: (972) 271-7888

Material Handling Terms & Conditions

Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- THE MATERIAL HANDLING SERVICE AGREEMENT IS SIGNED; OR
- WHEN EXHIBITOR'S MATERIALS ARE DELIVERED TO FFE'S WAREHOUSE OR TO A SHOW/EXPOSITION SITE FOR WHICH FUN FACTORY DECORATIONS & SPECIAL EVENTS IS THE OFFICAL CONTRACTOR; OR
- WHEN AN ORDER FOR LABOR AND/OR RENTAL EQUIPMENT IS PLACED BY AN EXHIBITOR WITH FFE.

1. **DEFINITION:** For all purposes of this contract, "Fun Factory Events" (FFE), also dba as "Fun Factory Decorations & Special Events", means the company, its employees, officers, directors, agents, assigns, affiliated companies and related entities including but not limited to any subcontractors FFE may appoint. The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives and any Exhibitor Appointed Contractors (EAC). Further, the EXHIBITOR is in fact the "Shipper" for all purposes and circumstances notwithstanding anything contained herein to the contrary.
2. **PACKAGING & CRATES:** FFE shall not be responsible for damage to loose, uncrated materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or materials improperly packed. FFE shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have 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. FFE assumes no responsibility for: error in the above procedures; removal of containers with old empty labels & without FFE labels; or improper information on empty labels. FFE WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAID ITEMS ARE IN EMPTY 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.* FFE 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 SHOW SITE. FFE highly 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.* FFE 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. FFE highly recommends the securing of security services from Facility or Show Management. All Material Handling Agreements submitted to FFE 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 listed by EXHIBITOR and the actual count of such items in the booth at the time of pickup.
6. **FFE'S RESPONSIBILITIES:** FFE shall be responsible only for those services which it directly provides. FFE assumes no responsibility for any persons, parties or other contracting firms not under FFE's direct supervision and control. FFE shall not be responsible for loss, delay or damage due to strike, lockouts, work stoppages, natural elements, vandalism, acts of God, civil disturbances, power failures, explosions, acts of terrorism or war, other causes beyond FFE'S reasonable control, nor for ordinary wear & tear in the handling of materials
7. **INSURANCE:** It is understood that FFE is not an insurer. Insurance on exhibit materials, if any, shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide FFE with a release of subrogation to the extent of any insurance settlement received.
8. **DECLARED VALUE:** Declared value is available only on AIR SHIPMENTS. The value per pound for applying valuation charges shall be determined by dividing the Shipper's declared value for carriage by the actual weight of the shipment.
 - (a) **GROUND SHIPMENTS:** No Declared Value is available for ground shipments. If the shipper elects to declare a value, they must ship by air.
 - (b) Notwithstanding the above limitations, all shipments, domestic and international, containing the following items of extraordinary value are limited to a maximum declared value of \$500.00 (USD):
 1. Artworks and objects of art, namely original paintings, drawings, etchings, water colors, tapestries or sculptures.
 2. Clocks, jewelry, including costume jewelry, furs and fur trimmed clothing.
 3. Personal effects, including without limitation papers and documents.
 - (c) Liability for damage to shipments containing glass shall be limited to \$50.00 (USD). Shipments with a declared value exceeding \$50.00 (USD) will not be accepted. If inadvertently accepted, liability will be limited to \$50.00 (USD). Glass shipments include without limitation windshields, plate glass, ceramics, chinaware and light bulbs.
 - (d) Any declared value in excess of the maximums allowed herein is null and void and the acceptance by us for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums
9. **CLAIM(S) FOR LOSS.** Claims for loss or damage must be filed within nine (9) months after the delivery of the property, except that claims for failure to make delivery must be filed nine (9) months after a reasonable time for delivery has elapsed. In no event shall a suit or action be brought against FFE more than two (2) years and one day from the day when written notice is given by FFE to EXHIBITOR that the claim is disallowed. Receipt of shipment by consignee or the consignor's agent without written notification of damage or loss will be prima facie evidence that the shipment was delivered in good condition.
 - * **PAYMENT FOR SERVICES MAY NOT BE WITHHELD.** In the events of any dispute between the EXHIBITOR and FFE 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 FFE for its services, as an offset against the amount of any alleged loss or damage.
 - * **MAXIMUM RECOVERY.** If found liable for any loss, FFE's sole and exclusive MAXIMUM liability for loss or damage to EXHIBITOR'S materials and EXHIBITOR'S sole and exclusive remedy is limited to \$.50 per pound per article with a maximum liability of \$100.00 per item, or \$1,500.00 per shipment, whichever is less, unless shipper makes a declaration of value in the space designated on the Material Handling Agreement and pays the appropriate valuation charge. When a declaration is made, liability shall in no event exceed the declared value of the shipment. DECLARED VALUE AMOUNTS APPLY ONLY TO THE AIR SHIPMENT OF MATERIALS AND NOT TO ANY OTHER SERVICES PROVIDED BY FFE INCLUDING, WITHOUT LIMITATION, MATERIAL HANDLING SERVICES.
 - * **BREACH OF CONTRACT AND/OR NEGLIGENCE ONLY.** FFE'S liability shall be limited to any loss or damage which results solely from FFE'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 FFE 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 or subsequent to, or are alleged as a result of tortious conduct, failure of the equipment or services of FFE or provisions of this agreement regardless of the form of action, whether in contract or in tort, including strict liability and negligence, even if FFE has been advised or has notice of the possibility of such damages, or for any damages caused by EXHIBITOR'S responsibilities. Such excluded damages include but are not limited to loss of profile, loss of use or interruption of business, or other consequential or indirect economic loss(es).
10. **JURISDICTION.** THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES, EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS.
11. **INDEMNIFICATION.** EXHIBITOR agrees to indemnify, forever hold harmless and defend FFE, its employees, directors, officers and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorney's fees and investigation cost(s) on account of personal injury, death, or 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 FFE, or the negligent supervision of such labor by any of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any 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 EAC at the show or exposition to which this contract relates. EXHIBITOR'S violation of Federal, State, County or Local ordinances or the violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management. EXHIBITOR'S inclusion of illegal substances, hazardous materials or waste in any shipments placed with FFE and for the violation of the representations and warranties made regarding hazardous materials as shown on the Material Handling Agreement.
12. **MISCELLANEOUS.** EXHIBITOR, waives and releases all claims against FFE, its employees, agents, officers and directors, with respect to all matters for which FFE has disclaimed liability pursuant to the provisions of this contract. The EXHIBITOR acknowledges that he or she has read, understands and agrees to the provisions herein.