

# Bart Hall Shows

Welcome to the 2023 Shows. This year we will be celebrating our 75th year in show business of any Hall Family Shows. We've been known by different names, but today it's called Bart Hall Shows. We predict large crowds of avid outdoor enthusiasts, together to celebrate their passion for the great outdoors. By exhibiting in a Bart Hall Show, you are taking part in one of the nation's truly great shows while promoting and encouraging increased participation in all things outdoors. Enclosed you will find information that will help you prepare for the upcoming shows. This information is for the Bart Hall Boat Show at Pomona Fairgrounds, January 20-22, 2023 and the Bart Hall Show at the Del Mar Fairgrounds, February 16-19, 2023. **It's too early to send information for the Bart Hall Show at the Long Beach Convention Center, March 29-April 2, 2023.** We will refer to this as the exhibitor kit. We thank you for your support.

Information from:

Raphael's - Decorator for Bart Hall **Boat Show Pomona & Bart Hall Del Mar Show.**

Contact: Jamie Lally

858-689-7368 x104

This company is responsible for all move in. They also will be responsible for information regarding rental of equipment for show; booth set-up; drayage; decoration.

**We will provide 500 watts of Electricity for every 10 x10 booth. Bulk space customers, call Either Bart Hall or Jim McComb.** If your needs are greater than that, you may order more through CONVENTION ELECTRIC at 323-855-4853.

All information regarding Decorator and Electric can be found at our Website: [Hall Shows.com](http://HallShows.com). All orders will be processed using your company name. **We will provide Booth Numbers.**

Bart Hall Shows will provide information of the following:

Exhibitor Parking; Hours of Show, Show Office; Telephone and Online Services: Hotel Information and Badge Information.

Hours of Shows

All Shows have the Same Hours

Enough time to travel home rather than the expense of a hotel.

**Weekdays 12:00 Noon - 7:00 pm**

**Saturday 10:00 am - 7:00 pm**

**Sunday 10:00 am - 5:00 pm**

**Bart Hall Boat Show**

**January 20-22, 2023**

**Pomona Fairgrounds**

**Bart Hall Show - Del Mar (San Diego)**

**February 16-19, 2023**

**Del Mar Fairgrounds**

## Parking

Parking fees are not included in your exhibit fees. We have arranged for an all-week, in and out pass to be made available to exhibitors. These will be sold by the Fairgrounds at our Office or the Parking lot gates.

## Location of Show Office:

### Pomona Fairgrounds:

In the Center of Building 4

During Show, we will be using Buildings 4, 5, & 6.

### Del Mar Show:

Bing Crosby Hall at West End of Building

We will be using O'Brien Hall, Bing Crosby Hall; the Pavilion Tent; Exhibit Hall & Outside Areas

## Telephone Service:

Check show office for this information.

Fire Department Rules: To comply with the fire department regulations, all motors being displayed may not contain gasoline. All gas caps must be locked or tapped closed.

## Health Department:

If your exhibit involves food preparation, you will be required to acquire a permit from the county.

## Security

We believe we have sufficient guard service. If you display small items, we suggest that they be fastened to your display. You may wish to bring a box with a lock to store them after show hours. The show management is not responsible for loss.

## Sublet of Space

No Exhibitor may sublet space to anyone. Subletting will result in forfeiture of Booth space for the remainder of show. No refunds will be given.

## Exhibitor Admission:

With proper credentials, exhibitors will be allowed into building 1 1/2 hours before show opens. Exhibitors must remain in their booth area. For security reasons, browsing during this time will not be permitted.

## Hotel Information:

See information on next page

## Badges and VIP Tickets

Continue to final pages of Exhibitors Kit

Personnel identification must be turned in for printing.

Do not let others use these passes outside of your company. Any guests apprehended with these passes in their possession will be escorted from the show. The exhibitor to whom these passes belong will be asked to leave the show! No refunds will be given.

## Temporary Seller's Permit

California state law requires that all exhibitors selling merchandise from the floor or taking orders either on a wholesale or retail basis, must have a valid California Seller's Permit. Seller's permits can be obtained through the State Board of Equalization. You can Contact them at 1-800-400-7115.

## Procedure

All Exhibitors **MUST** start at Show Office

At the Office, they will meet STAFF that help them to get:

Booth Space Number and Badges- ( this will identify them to customers with Hours printed on back)

(Exhibitor can also be escorted to their booth if necessary)

**At this time, Exhibitors must pay balance of any money owed.**

## Additional Questions

If you have any questions or special need, please contact Bart Hall at 805-218-7481.

Pomona - Bart Hall **Boat Show (Jan 20-22, 2023)**

Radison Fairplex

601 W McKinley Ave

Pomona, CA 91768

888-627-8074 (mention Bart Hall Boat Show Group Block)

Room Rates: \$181.00

Double Rates: \$191.00

Cutoff Date: Dec. 21, 2023

Limited Availability

Lodging Tax 10.196%

Overnight Self-parking **\$16.00** per, vehicle

Overnight Valet- parking \$20 per night, per vehicle

Bart Hall Show - Del Mar Show February 16-19, 2023

Hilton Del Mar

15575 Jimmy Durante Blvd.

Del Mar, CA. 92014

858-792-5200

Rate: **\$179.00** (single or double)

Discounted Overnight Self-Parking \$15.00

**Cut-off Date: January 12, 2023**

Limited Availability

Holiday Inn Express

621 S HWY 101

Solana Beach, CA 92075

858-350-0111

Rate: **\$149.00**

**Cutoff Date: January 16, 2023**

Limited Availability

# Bart Hall Shows

## Lighting Restrictions and Lights Out Policy

### 1. LIGHTING RESTRICTIONS

Certain halogen lights are deemed unsafe and will not be allowed on the show floor. These steps are being implemented to reduce the risk of fire related to halogen lighting. Please see the attached samples of the approved and unapproved halogen bulbs for your convenience.

### 2. LIGHTS OUT POLICY

All exhibitor booth lighting must be turned off by the exhibitor by close of show nightly.

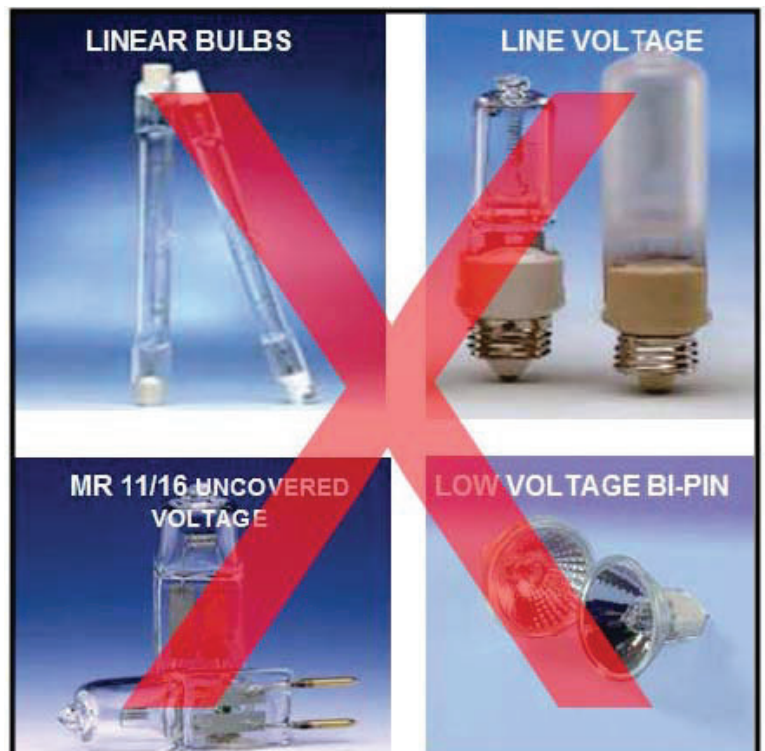
#### HELPFUL HINT:

Plug all lights into an approved power strip(s), not to exceed 1400 watts per power strip. Remember to place the power strip in a readily accessible area within your booth and turn off the power strip each night at close of show.

### APPROVED HALOGEN BULBS – 75 Watts Max



### UNAPPROVED HALOGEN BULBS



# Bart Hall Shows

## Standard Booth Design and Regulations

### Basic Booth Guidelines

Exhibitors may not obstruct the visibility of neighboring booths.

Standard display booth measures 10' deep by 10' wide.

It is equipped with an aluminum frame and curtain back and side panels. The back of the display is 8' tall and two side panels measure 3' tall. Larger booths such as 10"x 20', 10"x 30', etc. have the same back, however the sides are only on the ends.

Exhibitors are allowed to display no higher than 2' above the top of the 8' back curtain (a total of 10 feet tall. In other words, the maximum height of your display cannot exceed 10 feet at the back of your booth. This includes signs, banners, fish and animal mounts, etc.

The sides of your display cannot exceed 4' tall once they are four feet out from the back wall of the display. This is one foot above the curtained side panels provided.

### Banners and Signs

Banners and signs that are displayed above the curtained back wall of your booth cannot have printing on the backside. In other words you cannot have your name printed on opposite side of your display to be seen by attendees on the aisle behind you. This creates an infringement on the other exhibitors. Overhead signs and banners cannot have pricing information on them. It is critical that your signs and banners appear neat and in good taste. The backsides must appear finished and clean. Show Management reserves the right to ask you to remove any sign or banner they deem inappropriate or distracting. If you have any questions about this, contact Bart Hall & Associates prior to the show.

### Canopies and Tops

Booths are not allowed to use canopies or tops without prior approval from Show Management. Their use creates a violation of the basic booth regulations and blocks the view of neighboring exhibitors.

### Rods, Outriggers, Antennas, etc.

Displaying long, unpackaged products that exceed the 10' maximum height restriction is permitted. These items cannot have banners or signs displayed on them with the exception of fishing rods that may have the standard "rod-flag" attached.

### Variants

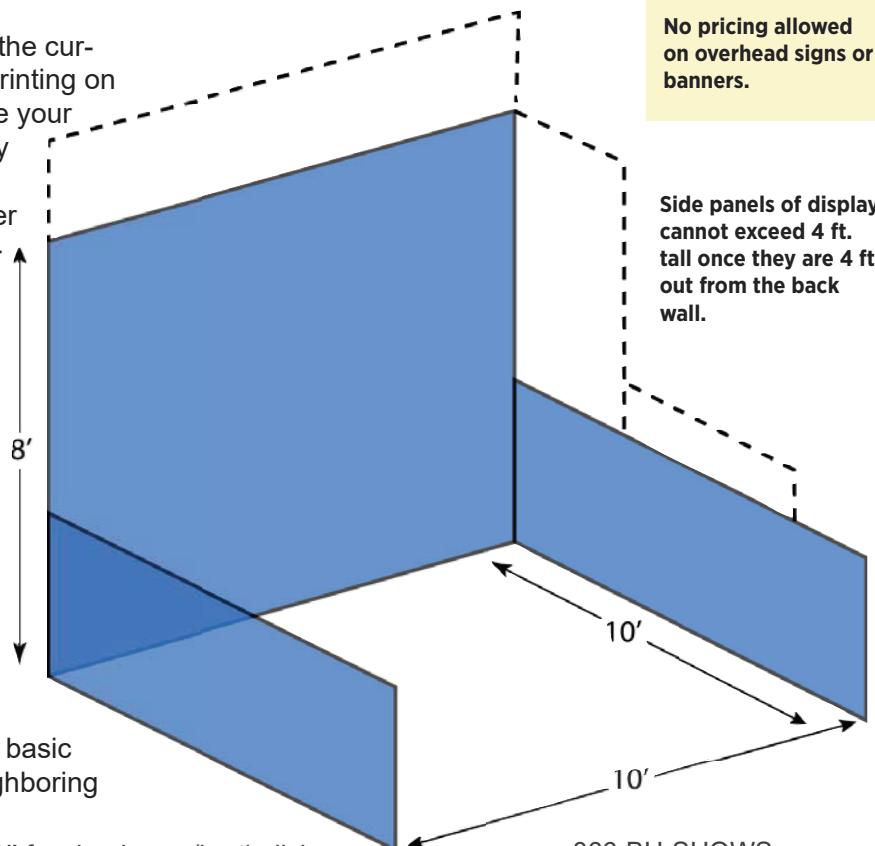
If you have a special circumstance that you believe warrants additional consideration, please contact Bart Hall & Associates to request a variant. You will need to submit your request in writing describing and illustrating your booth design no later than 60 days before the set-up date of the show.

Maximum height of display not to exceed 10 ft. This is 2 ft above the curtained back wall of booth.

Overhead banners cannot have printing on the backside.

No pricing allowed on overhead signs or banners.

Side panels of display cannot exceed 4 ft. tall once they are 4 ft. out from the back wall.



# Bart Hall Shows

## Badges & VIP Tickets

## BART HALL BOAT SHOW POMONA

After 75 years in “Show Business,” we’ve come to believe we know what’s best for Booth coverage. Although each booth may need special treatment; We’re here for you. Make arrangements with Bart Hall at 805-218-7481.

Therefore, Bart Hall Shows has decided that each booth should have 4 badges per 10 feet of Booth Space, with a maximum of 8 Badges. If an extra badge is needed, we suggest you leave one at Will Call, minus the plastic cover.

All Badges will be printed with Company Name. If you’d want individual names on these badges, please fill out form below. We have a cutoff date of:

December 20th, 2022 for Pomona;

January 16, 2023 for Del Mar

2 **VIP** passes will be given for each 10 ft of Booth space. Boat Dealers will receive more. These are used for various people. ( customer, family, worker or neighbors) In the past, this system has been abused.

We will also offer a reduced rate, of \$10.00 for a VIP ticket if needed. **No Refund for unused tickets.**

Company Name \_\_\_\_\_ **Bart Hall Boat Show-Pomona**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

# Bart Hall Shows

## Badges & VIP Tickets

## DEL MAR

After 75 years in “Show Business,” we’ve come to believe we know what’s best for Booth coverage. Although each booth may need special treatment; We’re here for you. Make arrangements with Bart Hall at 805-218-7481.

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December 20th, 2022 for Pomona;

January 16, 2023 for Del Mar

2 **VIP** passes will be given for each 10 ft of Booth space. Boat Dealers will receive more. These are used for various people. ( customer, family, worker or neighbors) We will be carefully looking at specific cases. In the past, this system has been abused.

We will also offer a reduced rate of \$10.00 for a VIP ticket, if needed.

**No Refunds for Unused VIP Tickets.**

Company Name \_\_\_\_\_ Bart Hall **DEL MAR**




# *Bart Hall Shows*

## Bart Hall Show: Pomona, CA

Exhibitor Information

January 20 – 22, 2023

Pomona Fairplex  
1101 W Mckinley Ave  
Pomona, CA 91768



Return to: Raphael's Convention Services  
Jamie Lally | [Jamie@Raphaels.com](mailto:Jamie@Raphaels.com)  
P: 858-689-7368 x104 | M: 619-247-5315 | F: 858-689-8040

# Bart Hall Shows

Bart Hall Show: Pomona | Pomona Fairplex | January 20-22, 2023

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# Bart Hall Shows

Bart Hall Show: Pomona | Pomona Fairplex | January 20-22, 2023

## SHOW INFORMATION

### RAPHAEL'S CONVENTION SERVICES INFORMATION

Contact Information: Jamie Lally Email | [Jamie@Raphaels.com](mailto:Jamie@Raphaels.com)  
Phone | 858-689-7368 ext. 104 Fax | 858-689-8040

### IMPORTANT DATES

1/13/2023	Discount pricing deadline for furniture/service orders through RCS
1/16/2023	Last day of delivery for advance shipments to RCS warehouse
1/19/2023	Exhibitor Move In: 12:00 PM – 7:00 PM RCS On-Site Rentals: 8:30 AM – 4:30 PM
1/20/2023	Exhibitor Move In: 8:00 AM – 11:30 AM RCS On-Site Rentals: 8:30 AM – 11:30 AM Show Open: 12:00 PM – 7:00 PM
1/21/2023	Show Open: 10:00 AM – 7:00 PM
1/22/2023	Show Open: 10:00 AM – 5:00 PM Exhibitor Move Out: 5:00 PM
1/24/2023	First day for pick-up of return shipments from RCS warehouse

### SHIPPING INFORMATION

Warehouse Location:	Warehouse Hours:	<i>*RCS accepts no responsibility for items shipped directly to/from venue</i>
8606 Miramar Road San Diego, CA 92126	Monday – Friday 9:00 AM – 4:00 PM	

### BOOTH INFORMATION

Included with Booth:	Pipe & Drape space only. Please see furniture order form for additional equipment/furniture rentals.		
Backwall Draping:	Blue or White	Sidewall Draping:	Blue or White



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# Bart Hall Shows

Bart Hall Show: Pomona | Pomona Fairplex | January 20-22, 2023

## P.R.E. LOGISTICS & MATERIAL HANDLING SERVICES

### P.R.E. LOGISTICS OR MATERIAL HANDLING SERVICES – WHAT ARE THEY?

Material handling charges apply when RCS' assistance is required in moving your materials to your booth. This charge is separate from the actual shipping costs. To combine your Material Handling and Shipping costs, RCS has a service called P.R.E. Logistics which will easily allow you to have your materials shipped from your location, brought to your booth, brought back to our warehouse and sent back to your location for one low price! To get a quote simply call P.R.E. Logistics at 1-800-349-1844 or email at: [shipping@prelogisticsinc.com](mailto:shipping@prelogisticsinc.com). If you just need to have RCS bring your materials to your booth and back to our warehouse you can proceed with filling out the form below. We accept shipments to our advance warehouse up to 2 weeks prior to the event and will store them for up to 2 weeks after the event.

### HOW TO FACILITATE THE DELIVERY / RETURN SHIPMENT OF MATERIALS

#### Shipping to RCS Advance Warehouse

1. Materials will be accepted up to 2 weeks prior to the show and delivered by RCS directly to your booth.
2. Complete both the Material Handling Order Form & the Credit Card Form, fax / email to RCS.
3. Ensure your materials are properly labeled with show name, company name & booth number. Please see attached labels on last page.
4. *Shipments received without a completed material handling order and credit card payment form will not be delivered until payment is received.*

#### Return Shipping from RCS Advance Warehouse

1. See show information page in this exhibitor packet for acceptable dates / times for scheduling the pick-up of materials from our Warehouse.
2. Ensure your shipment is properly labeled with destination name and address.
3. Obtain a completed Bill of Lading or appropriate pre-paid shipping label (UPS / FedEx) from your freight carrier. Attach 1 copy to your shipment and provide 1 copy to RCS. RCS will have blank Bills of Lading available on-site if needed. We are not responsible for unlabeled materials or materials left without a Bill of Lading.
4. RCS will pick up your shipment from the booth and transport to our warehouse. *If there is any equipment left on the show floor once clean up has been completed, it will be brought to the RCS warehouse and it will not be released until we receive credit card payment.*
5. Call your freight carrier and schedule the pick-up. RCS does not make these arrangements.
6. Ensure that your carrier knows whose items they are picking up (your company name) when they arrive at RCS' warehouse. Materials will not be released to a carrier without this information.

#### Shipping to/from Venue

1. RCS is not responsible for any equipment shipped directly to the venue. We cannot guarantee that it will make it to your booth for the event day.
2. Materials that require RCS to transport them to /from your booth will result in material handling charges.

#### **RCS IS NOT RESPONSIBLE FOR ANY ITEMS LEFT UNATTENDED ON THE SHOW FLOOR**



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# Bart Hall Shows

Bart Hall Show: Pomona | Pomona Fairplex | January 20-22, 2023

## MATERIAL HANDLING ORDER FORM

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

\* Material handling charges also apply to shipments sent direct to venue. Items received by RCS without a completed material handling order and credit card payment form will be held until payment is received.

\* Exhibitors are responsible for all freight charges.

**\* Please note that there is a 200 lb. Minimum charge for material handling.**

PLEASE ESTIMATE THE NUMBER OF PIECES YOU ARE SHIPPING AND THE APPROXIMATE WEIGHT OF THE SHIPMENT. EXACT WEIGHT WILL BE CALCULATED BY YOUR CARRIER AND ORDER SHALL BE REVISED ACCORDINGLY WHERE NECESSARY.

QTY	DESCRIPTION	WEIGHT

**\* Please note that there is a 200 lb minimum charge for material handling.**

For ONE WAY handling, please indicate which way  
RCS can expect to handle your materials

INBOUND       OUTBOUND

Total Weight	
ONE WAY Rate (per lb)	\$0.96
TWO WAY Rate (per lb)	\$1.92
Total Price	\$



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# Bart Hall Shows

Bart Hall Show: Pomona | Pomona Fairplex | January 20-22, 2023

## FURNITURE ORDER FORM

Company	Email
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ITEM	DISC. PRICE	SHOW PRICE	QTY	TOTAL
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### CHAIRS

Plastic Folding Chair	\$9.75	\$17.00		
Blue Ballroom Chair	\$24.50	\$32.00		
Wood Barstool	\$24.50	\$32.00		
Black / Chrome Barstool	\$45.80	\$53.00		

### RECTANGULAR TABLES (LxWxH)

\*Includes cover and skirt

4' x 30" x 30" Table	\$62.00	\$67.00		
6' x 30" x 30" Table	\$70.00	\$75.00		
8' x 30" x 30" Table	\$75.50	\$81.00		
4' x 30" x 40" Table	\$73.50	\$79.00		
6' x 30" x 40" Table	\$83.00	\$91.00		
8' x 30" x 40" Table	\$88.00	\$93.00		
6 x 18" x 30" Table	\$75.50	\$80.00		
8 x 18" x 30" Table	\$82.00	\$86.00		

### SPECIFY SKIRT COLOR

White  Black  Red  Blue  Teal  No Skirt

\* Tables are available without skirt & cover at half price listed

\* If no skirt color is chosen, table will be provided with a white skirt.

\* Any swaps as a result will be at a 100% cancellation fee

\*\*Customer is responsible for rental items from the time they are delivered until they are picked up by RCS\*\*

\*\*Discount Price is valid until one week prior to show date\*\*



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# Bart Hall Shows

Bart Hall Show: Pomona | Pomona Fairplex | January 20-22, 2023

## FURNITURE ORDER FORM

Company		Email		
ITEM	DISC. PRICE	SHOW PRICE	QTY	TOTAL

### ROUND TABLES

\*Marble round table top

\*No skirt included

24" Round	\$51.50	\$59.00		
36" Round	\$53.50	\$61.00		
24" Belly Bar (40" high)	\$59.50	\$68.00		
36" Belly Bar (40" high)	\$61.50	\$70.00		

### MISCELLANEOUS

Aluminum Easel	\$24.50	\$30.00		
Wastebasket	\$10.00	\$16.00		
Leg Extenders (4)	\$12.00	\$17.00		

### ADDITIONAL FURNITURE

Bella Chair – Black or White	\$279.25	\$310.00		
Bella Sofa – Black or White	\$568.20	\$625.02		
Assorted Ottomans	\$125.00	\$150.00		
4 FT Bar – Black or White	\$180.00	\$200.00		
6 FT Bar – Black or White	\$280.00	\$320.00		
Coffee Table	\$170.00	\$185.00		

\*\*\*Additional furnishings available upon request

\*\*Customer is responsible for rental items from the time they are delivered until they are picked up by RCS\*\*

**\*\*Discount Price is valid until one week prior to show date\*\***



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# Bart Hall Shows

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## FLOORING ORDER FORM

Company	Email
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ITEM	DISC. PRICE	SHOW PRICE	QTY	TOTAL
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### CARPET

10x10 Carpet	\$195.00	\$205.00		
10x20 Carpet	\$390.00	\$410.00		
10x30 Carpet	\$585.00	\$615.00		

SPECIFY CARPET COLOR

Black  Red  Blue  Gray

### ASTROTURF

10x10 AstroTurf	\$125.00	\$135.00		
10x20 AstroTurf	\$260.00	\$280.00		
10x30 AstroTurf	\$390.00	\$420.00		

SPECIFY TURF COLOR

Black  Red  Blue  Green  Blue/Black

### PADDING

10x10 Carpet Padding	\$127.05	\$135.00		
10x20 Carpet Padding	\$261.50	\$285.00		
10x30 Carpet Padding	\$400.00	\$440.00		

\*\*\*Custom sizing available upon request

\*\*Customer is responsible for rental items from the time they are delivered until they are picked up by RCS\*\*

**\*\*Discount Price is valid until one week prior to show date\*\***



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# Bart Hall Shows

Bart Hall Show: Pomona | Pomona Fairplex | January 20-22, 2023

## CREDIT CARD PAYMENT

### COMPANY INFORMATION

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

### PAYMENT POLICY

**Payment for Services** – RCS requires payment in full at the time services are ordered. RCS accepts MasterCard, Visa, Amex, and Discover.

**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 the total listed differs from the calculated total, adjustments will be made to card on file.

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

### CREDIT CARD INFORMATION

Credit Card Number

Grand Total

Expiration Date

CVV

Cardholder's Name	Phone	
Address		
City	State	Zip

x

Authorized Signature (Cardholder)

Date

x

Please Print Name

Total



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# Bart Hall Shows

Bart Hall Show: Pomona | Pomona Fairplex | January 20-22, 2023

## TERMS & CONDITIONS

### I. Definitions

RCS: Raphael's Convention Services dba RCS 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.

Continued on next page...



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

# Bart Hall Shows

Bart Hall Show: Pomona | Pomona Fairplex | January 20-22, 2023

## TERMS & CONDITIONS

**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 or without labels.

**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.

**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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**BART HALL -- POMONA**

Pomona Fairplex

January 20-22, 2023

C/O RAPHAEL'S

CONVENTION SERVICES

8606 MIRAMAR ROAD

SAN DIEGO, CA 92126

COMPANY:

BOOTH #:

\_\_\_\_ of \_\_\_\_ pieces

**BART HALL -- POMONA**

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