# EXHIBITOR APPOINTED CONTRACTOR APPLICATION FOR SHOW CREDENTIALS

### THIS FORM IS TO BE COMPLETED AND RETURNED BY THE CONTRACTED COMPANY, NOT THE EXHIBITOR.

We have been requested and contracted to provide service for the following exhibitors subject to all of ENKWSA, Sands Expo and The Venetian those outlined for Exhibitor Appointed Contractors on the next page.

NOTE: PLEASE SUBMIT THE FOLLOWING TO WSA NO LATER THAN JANUARY 20, 2012.

- COMPLETED CREDENTIAL APPLICATION (This form)
- SIGNED RULES & REGULATIONS PAGE (Next page)
- CERTIFICATE OF INSURANCE
- PROOF OF WORKERS COMPENSATION INSURANCE

#### CREDENTIALS MUST BE PICKED UP AT THE EAC CHECK-IN DESK LOCATED AT THE MOVE-IN ENTRANCE.

Exhibitor	Booth #	Exhibitor	Booth #
Number of Badges for Move-in		Number of Badges for Move-out	
Contracted Company		Phone	
Contact		Title	
Address			
City & State		Zip Code	
Supervisor			
Phone		Fax #	
E-Mail:			
		presentative and agents hereby agree a quired of the exhibitors and those outline	
Signature of Authorized Contractor Re	epresentative	Dat	

Complete this form and return by fax or mail to: OPERATIONS – Fax (818) 379-3173 • P: (818) 464-7103 WSA • 15821 Ventura Blvd. Suite 415 • Encino, CA 91436

### **RULES & REGULATIONS FOR EXHIBITOR APPOINTED CONTRACTORS**

Persons or organizations other than those designated as official contractors for ENKWSA FEBRUARY 6-8, 2012 (referred to herein as "WSA") who are proposed for the performance of any services (referred to herein as "EAC") within Sands Expo and The Venetian for an exhibitor and approved by WSA Show Management will:

- Be given the right to provide services requested of EAC by an exhibitor provided the requested services are not reserved to an exclusive contactor.
- 2. Not conflict with existing labor regulations or contracts and in fulfilling EAC's obligations, the Exhibitor Appointed Contractor shall adhere to all rules and regulations set up by the Facility and Show Management regarding entrance. EAC shall be signatory and conform to current accepted labor contracts. EAC must not commit or allowed to be committed by persons in its employment any acts that could lead to work stoppages, strikes or labor problems. EAC WILL NOT have labor on show floor prior to the close of WSA each day.
- 3. EAC agrees to maintain such insurance that will fully protect, indemnify, hold harmless and defend WSA, and the Facilities and their respective members, officers, directors, agents and employees from any and all claims of any nature whatsoever, including attorney's fees, which may arise due to the actions of negligence of EAC or its directors, officers, employees, agents or representatives, including claims under the Worker's Compensation Act, and for personal injury, including death which may arise in connection with EAC's presence at WSA or services it provides to an exhibitor. Above required policies may not be canceled without 30 days advance written notice to Show Management.

EAC, at its own expense, is required to secure and maintain insurance coverage as stated in this paragraph through the duration of WSA, including move-in, show days and move out days. All such insurance will be primary of any other valid and collectible insurance of Exhibitor and will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with EAC's obligations under this paragraph: (a) worker's compensation insurance to the statutory limits; (b) employer's liability insurance with limits not less than \$1,000,000 each accident; (c) comprehensive general liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury to any one person in any one occurrence, \$2,000,000 with respect to injuries to more than one person in any occurrence, and \$5,000,000 with respect to damage of property; (d) automobile liability insurance coverage for owned, nonowned and hired vehicles, including loading and unloading operations with minimum limits of \$1,000,000 per occurrence for bodily injury and \$500,000 for property damage.

ENK INTERNATIONAL IS CERTIFICATE HOLDER. THE REQUIRED POLICIES AS STATED HEREIN MUST NAME AS "ADDITIONAL INSURED" THE FOLLOWING: (1) ENK INTERNATIONAL AND ITS RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES; AND (2) GES EXPOSITION SERVICES, INC., SANDS EXPO, THE VENETIAN AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES.

An "A" Rated insurance carrier authorized to transact business in the State of Nevada must issue the insurance coverage required. EAC shall provide Show Management with a Certificate of Insurance (and complete copies of policies requested) and Additional Insured Endorsement documentation not less than thirty (30) days prior to the first day move-in of WSA. Failure to provide the satisfactory Certificate of Insurance and the Additional Insured Endorsement document shall result in the barring of EAC's right to obtain access to or providing any services to an exhibitor during WSA at any Facility.

- 4. Have a true and valid order for service from an exhibitor at least two weeks in advance of WSA move-in date, and shall not solicit business upon the show floor at any time during the move-in, show and move-out dates.
- 5. Provide adequate notice to Show Management of the exhibitors who have retained them (at least 2 weeks in advance of the show), and the services to be performed for each exhibitor, as well as evidence of EAC's conformation with the provisions of paragraphs 3 and 4 above. Show Management will consider this notice from the Exhibitor Appointed Contractor as sufficient evidence of the relationship between EAC and its clients. Exhibitor will verify authorization for service upon request of Show Management.
- 6. Be responsible for adherence to all rules of ingress and egress in a timely fashion, act in a professional manner at all times, and shall have all crates labeled for removal from WSA hall prior to 6:00 p.m., SATURDAY, FEBRUARY 4 and complete installation prior to 8:00 pm on SUNDAY, FEBRUARY 5; and complete dismantling / packing prior to 4:00 pm, WEDNESDAY, FEBRUARY 8.
- 7. Prior to starting work, EAC will furnish Show Management the names and contact information of EAC's supervising employees who will be working in the WSA show hall, as well as names, addresses and telephone numbers of key executives for emergency contact.
- 8. Cooperate fully with the WSA show official contractor and assist the official contractor in fulfilling its responsibilities, especially by refraining from placing an undue burden on the official contractor by interfering with the efficient utilization of labor by the official contractor.
- 9. Share with the official contractor all reasonable costs related to EAC's operation, including overtime pay for stewards, restoration of exhibit space to its initial condition, etc.
- 10. EAC will indemnify, defend (with legal counsel satisfactory to Show Management), and hold harmless ENK International, WSA, its sponsors, the Facilities and their respective owners, directors, officers, employees, members, agents and representatives, against all claims, actions, demands or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, and all other costs and charges related to or arising out of EAC's noncompliance with or breach of this Agreement, the Rules and Regulations or the terms and conditions set forth in the Exhibitor Services Manual, claims of property or personal injury caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise, on the part of the EAC or any of its officers, employees, agents, or representatives, excluding liability caused by the sole and gross negligence or willful misconduct of WSA, or its directors officers, employees representatives and agents.

	directors, officers, employees, representatives and agents.					
11.	EAC will be disallowed from entering the premises if					
	a.	EAC breaches any provisions of the EAC Agreement				
	b.					
	C.					
	racting Company N	mation, sign and return to Operations at WSA – fax 818-379-3173				
Sig	nature of Authorize	d Contractor Representative Date				



## **ES** Specialists Official Service Provider Information

are governed by the GES Payment Policy and GES Terms & Conditions of Contract as specified in this Exhibitor Services Manua

#### **ENKWSA**

Sands Expo and Convention Center February 6 - 8, 2012

#### Official Service Provider

Show Organizer, acting on behalf of all Exhibitors and in the best interest of the exposition, has appointed Official Service Providers to perform and provide necessary services and equipment. Official Service Providers are appointed to:

- Ensure the orderly and efficient installation and removal of the overall exposition,
- Assure the distribution of labor to all Exhibitors according to need,
- Provide sufficient labor to satisfy the requirements of Exhibitors and for the exposition itself,
- See that the proper type and limits of insurance are in force, and
- Avoid any conflict with local union and/or exhibit hall regulations and requirements.

The Official Service Providers will provide all usual trade show services, including labor. Exceptions are:

- Supervision may be provided by the Exhibitor.
- The Exhibitor may appoint an exhibit installation contractor or display

In both such instances, GES shall have no liability to any party for damage or injuries caused by Exhibitor or its third party agents. Exhibitor is responsible for the actions of its third party contractors.

#### **Exhibitor Appointed Contractors**

Exhibitors may employ the service of independent contractors to install and dismantle their display, providing the Exhibitor and the installation and dismantling contractor comply with the following requirements:

- 1. The Exhibitor must notify Show Management in writing and Global Experience Specialists, Inc. (GES) of the intention to use an independent contractor no later than 30 days prior to the first move-in day furnishing the name, address and telephone number of the firm.
- 2. The Exhibitor shall provide evidence that the Exhibitor Appointed Contractor has proper insurance by submitting a certificate of insurance prepared by the "Exhibitor Appointed Contractor's" insurance agent with a minimum of coverage and limits as described
  - a. Commercial General Liability with limits of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products & completed operations aggregate.
  - b. Umbrella/Excess Liability with a limit of not less than \$1,000,000 each occurrence.
  - c. Workers Compensation, as required by law, with Employers Liability Limits of not less than \$1,000,000 each accident, \$1,000,000 disease - each employee and \$1,000,000 disease policy limit.
  - d. Automobile Liability with a limit of not less than \$1,000,000 combined single limit - each accident.
  - The Commercial General Liability Policy shall name Global Experience Specialists, Inc. (GES) (Official Service Provider), ENK International (Show Management), ENKWSA (Show) and Sands Expo and Convention Center (Facility) as additional insureds on a primary and non-contributory basis. See attached sample certificate of insurance.
- 3. Any Exhibitor who has identified an Exhibitor Appointed Contractor must ensure that the Exhibitor Appointed Contractor has a current Certificate of Insurance on file with GES or Show Management evidencing the correct coverage at least 10 days prior to the first move-in date for the show or the Exhibitor Appointed Contractor will not be able to have access to the facility to perform any work.
- Customer acknowledges that the show site and surrounding areas are active work zones. Customer, its agents, employees and representatives are present at their own risk.

For your safety, be aware of the following:

- a. Do not enter dock areas in search of empty crates. Entry into these areas is at your sole risk.
- During tear down, pull all manageable structures back from aisle carpet lines. Electronics, mannequins, etc. should be placed in the center of the booth.
- Be aware of vehicle traffic inside and outside of the facility. All attendees are solely responsible for their own safety in parking lots, driveways, access roads and non-exhibit hall areas.
- 5. For services such as electrical, plumbing, telephone, cleaning and drayage, no service provider other than the Official Service Provider will be approved. This regulation is necessary due to licensing, insurance and work done on equipment and facilities owned by parties other than the Exhibitor. Exhibitors shall provide only the material and equipment they own and is to be used in their exhibit space.
- 6. Exhibitor Appointed Contractor compliances:
  - Must agree to abide by all rules and regulations of the show as outlined in this exhibitor kit including all union rules and regulations.
  - b. Must have all business licenses, permits and Workers Compensation Insurance required by the State and City governments and the convention facility management prior to commencing work. A certificate of insurance complying with all requirements in paragraph 2 above must be submitted to GES at least 10 days prior to the first date of move in.
  - Will be responsible for all reasonable costs related to its operation including, but not limited to, overtime pay for stewards and restoration of exhibit space to its initial condition.
  - Must furnish Show Management and Global Experience Specialists, Inc. (GES) with the names of all on-site employees who will be working on the exposition floor and see that they have and wear at all times necessary identification badges as determined by Show Management.
  - Shall be prepared to show evidence that it has a valid authorization from the Exhibitor for services. The Exhibitor Appointed Contractor may not solicit business on the exhibit floor.
  - Must confine its operations to the exhibit area of its clients. No service desks, storage areas or other work facilities will be located anywhere in the building. The show aisles and public space are not a part of the Exhibitor's booth space and must be kept clear. Exhibitors may be charged for costs related to movement of its property if the Exhibitor Appointed Contractor does not contain its operations within the confines of the booth.
  - Shall provide, if requested, evidence to Global Experience Specialists, Inc. (GES) that it possesses applicable and current labor contracts and must comply with all labor agreements and practices. The Exhibitor Appointed Contractor must not commit or allow to be committed by persons in its employment any acts that could lead to work stoppages, strikes or labor problems.
  - Must coordinate all of its activities with Global Experience Specialists,
  - Must comply with all reasonable rules and regulations of the venue, Show Management and/or Official Service Provider in order to create a safe work environment. A failure to do so can result in a delay or termination of your right to continue if the condition cannot be
  - May not move freight from one booth to another booth, or to meeting rooms. GES must provide labor.
- 7. All information must be received in the Global Experience Specialists, Inc. (GES) office no later than 10 days prior to the show.

<u>AC</u>	CORD CEI	RTIFICATE C	)F LIA	BILITY	INSURANCE	1	DAT	TE (MM/DD/YY) 01/01/12
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Attn: Joe Agent (212) 555-6102 ext. 1234					INSUREERS AFF	ORDING COVER	AGE	
INSU	JRED			INSURER A	A: Hartford Insurance C	company of Illino	is	
1234 Corporate Lane New York, NY 10895				INSURER B: Aetna Casualty & Surety Company INSURER C: Travelers Insurance Company				
				Phone: (212) 555-5349 Fax: (212) 555-9819			INSURER E	 <u>-</u> :
	VERAGES	(= :=) 000 00 :0						
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D	OTHER Professional Liability	000P98298-AI1	01/	01/12	01/01/13	Each Occurrence & Aggregate		\$1,000,000 \$3,000,000
Globa name benef is liab	CRIPTION OF OPERATIONS/LOCATIONS al Experience Specialists, Inc. (GES) (Offici ad as additional insured, except for Workers fit of Global Experience Specialists, Inc. (G lole. Any other insurance maintained by GES	ial Service Provider), ENK Inte s' Compensation. Global Exper ES), shall be primary insurance	ernational (Shoverience Specialise as respects at tributory. Show	w Management), sts, Inc. (GES) ar ny claim, loss, or date(s) are: Febr	Sands Expo and Convention Ce nd/or the consignor are included liability, arising out of the Name	as Loss Payee. The ins d Insured's operations f	urance pi	now) are hereby
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Ex	obal Experience Specialists, Inc. hibitor Services 00 Lindell Road	(GES)		D/ F/	HOULD ANY OF THE ABOVE DES KYPIRATION DATE THEREOF, THE AYS WRITTEN NOTICE TO THE C AILURE TO DO SO SHALL IMPOS HE INSURER, ITS AGENTS OF RE	E ISSUING COMPANY W CERTIFICATE HOLDER N E NO OBLIGATION OR L	ILL ENDE	AVOR TO MAIL 30 THE LEFT, BUT
	00 Lindell Road s Vegas, NV 89118			AL	JTHORIZED REPRESENTATIVE			<i>E</i> -
	J, 22.1.5				ohn Smith, CIC			

- 2. NAME OF INSURED: Must be the legal name of contracting party.
- 3. TYPES OF INSURANCE: Must include types required by contract. See Official Services Provider Information (form L-3) in this exhibitor manual).
- 4. FORM OF COVERAGE: Must be "occurrence" from of coverage.
- 5. NAME ADDITIONAL INSUREDS: Global Experience Specialists, Inc. (GES) (Official Service Provider), ENK International (Show Management), ENKWSA (Show) and Sands Expo and Convention Center (Facility) as additional insureds on a primary and non-contributory basis.
- 6. CERTIFICATE HOLDER: Must be Global Experience Specialists, Inc. (GES)

- day of Exhibitor Move-In.
- 8. POLICY EXPIRATION DATE: Must be on or after the last day of Exhibitor Move-Out.
- 9. LIMITS OF INSURANCE: Must be the same or greater than required by contract. See Official Services Provider Information (form L-3) in this exhibitor manual.
- 10. NOTICE OF CANCELLATION: 30 days notice must be provided.
- 11. AUTHORIZED REPRESENTATIVE: Must be signed (not stamped) by an authorized representative of Producer.





# S Superience | Notice of Intent to Use Exhibitor Appointed Contractor

RETURN TO: Global Experience Specialists, Inc. (GES) • 7050 Lindell Road, Las Vegas, NV 89118-4702 • Fax: 866.329.1437 or 702.263.1520 for international exhibitors Contact us Online: www.ges.com/chat Phone: 800.475.2098 or 702.515.5970 for international exhibitors

All orders are governed by the GES Payment Policy and GES Terms & Conditions of Contract as specified in this Exhibitor Services Manual

**ENKWSA** Sands Expo and Convention Center February 6 - 8, 2012

Form Deadline Date: January 2, 2012

EMAIL ADDRESS BOOTH NUMBER

An Exhibitor Appointed Contractor is a company other than the "general or official" service provider on the show, or third party service provider designated by the show organizer in the exhibitor manual as the provider of a specific service and requires access to your booth during installation and dismantling. The Exhibitor Appointed Contractor may only provide services in the venue, which are not designated by the venue as "exclusive" to a venue provider, or by the show organizer in a contract as an exclusive service for the "official" or "general" service provider or other third party. If an Exhibitor Appointed Contractor attempts to provide services designated to another party as "exclusive" or is discovered soliciting on the show floor or otherwise does not comply with the rules, the company may be removed from the show floor, and the Exhibitor will not be able to use that company for the remainder of the event.

Due to the necessity of coordinating all activities during the move-in and for security purposes, Exhibitors who choose to use these contractors must complete this form, comply with all rules and regulations (listed below) and supply Global Experience Specialists, Inc. (GES) with all necessary information by the deadline date indicated above.

Exhibitor Appointed Contractor	
Street Address	
City, State, Zip	
Phone (area code) Fax (area code)	
Contact:	
Description of Proposed Service for Exhibitor:	

This form will only be accepted if filled out by an authorized representative of the exhibiting company. Below are the Rules and Regulations regarding Exhibitor Appointed Contractors. Everyone must abide by these rules, which are accepted industry rules that were drafted by the International Association for Expositions &

#### **Rules & Regulations**

- All Exhibitor Appointed Contractors must comply with show rules and regulations, and accept appropriate liability for any negligent actions.
- 2. The Exhibitor Appointed Contractor acknowledges that the show site and surrounding areas are active work zones and the Exhibitor Appointed Contractor, its agents, employees and representatives are present at their
- The Exhibitor Appointed Contractors shall be prepared to show evidence to the Official Service Provider that it possesses applicable and current contracts.
- The Exhibitor Appointed Contractors shall be prepared to show evidence it has authorization from the contractor.
- The Exhibitor agrees that he is ultimately responsible for all services in connection with his exhibit, including freight, drayage, rentals and labor.
- The Exhibitor Appointed Contractor shall provide certificates of insurance and must agree in writing no later than 10 days prior to show opening.
- The Exhibitor Appointed Contractor will be responsible for all reasonable costs related to its operation, including overtime pay for stewards, restoration of exhibit space to its initial condition, etc. Where applicable a one hour minimum labor charge will be charged at the appropriate steward rate of pay per day/per union to either the Exhibitor Appointed Contractor/ Exhibitor depending upon the billing arrangement set up with GES. (Based upon Exhibitor Appointed Contractor not number of booths)
- The Exhibitor Appointed Contractor will not be permitted on the exhibit floor during the show days unless provided a proper registration badge by the exhibiting company.
- The show aisles and public spaces are not part of the Exhibitor's booth. Therefore, the Exhibitor Appointed Contractor is required to confine all activities to the exhibit space of the Exhibitor who has given the valid order for services. Exhibitors may be charged for costs related to movement of its property if the Exhibitor Appointed Contractor does not contain its operations within the confines of the booth.
- 10. Solicitation on the exhibit floor is prohibited. Any Exhibitor Appointed Contractor or Non-official contractor engaged in any solicitation on the exhibit floor including the distribution of official company literature will be removed from the exhibit floor, unless pre-approved in writing by Show Organizer or GES Management.

- 11. During show hours Exhibitor Appointed Contractors only with exhibit badges will be permitted on the exhibit floor. No installation and dismantling crew members will be permitted on the exhibit floor during show hours without the proper Convention name badge supplied by the exhibiting company. These badges should be ordered through the complimentary allotment of registration forms sent to each exhibiting company.
- 12. The Exhibitor Appointed Contractor shall indemnify and hold Show Management and Global Experience Specialists, Inc. (GES) harmless from and against any and all negligent acts or omissions of Exhibitor Appointed Contractor, its agents, employees and representatives.

For insurance and safety reasons, the Official Service Provider designated in this service manual must be used for services such as:

Electrical Plumbing **Booth Cleaning Decorator Labor** Telephone Rigging Millwright Work Material Handling

No exceptions will be made

#### **Tips to Exhibitor Appointed Contractors**

- Order services required from GES and the Exhibit Hall in advance. Ordering labor or services onsite which contractors may not be prepared to provide immediately may delay the set-up of your booth or force your set-up into
- 2. Take steps to protect your client's product in the booth by arranging for booth security and/or cages.
- Please stay out of adjacent booths during set-up. Exhibitor Appointed Contractors must stay within the confines of the booth.
- Label empty cartons and crates for storage as soon as they are ready. Holding back on "empties" only adds congestion to the aisles.
- Do not store empty cartons inside of empty crates. Cartons are returned from storage first so Exhibitors may begin packing their product.
- Keep "No Freight Aisles" clear at all times. If GES is required to rearrange any material situated in a clearly identified "No Freight Aisle," you or your client depending upon your billing arrangements with GES, will be charged a one hour minimum for forklift rental and labor.
- 7. Turn in outbound freight bills to the service desk on a timely basis. Holding freight bills until late in the day or turning in large amounts of freight bills to the GES Servicenter at one time may delay outbound truck scheduling and subsequently force your loading out into overtime.