

DISCOUNT DEADLINE:

Please complete the following information:

We plan to ship to: _____ Advance Warehouse _____ Direct to Show Site

We plan to ship on (date): _____

Our materials should arrive on (date): _____

Carrier Name: _____ Pro #: _____

Origin of Shipment (City, state): _____

Please provide a contact name and number for any questions EXPO may have in regards to this shipment.

Name: _____ Phone: _____

COMPUTATION OF MATERIAL HANDLING SERVICES

The following services, whether used completely, or in part, are offered as a package.

When recording weight, the actual weight is the number you use unless less than 200lbs

For example: 185 lbs = 185 x RATE = \$ Amount or minimum charge, whichever is greater.

Please indicate number of pieces and the estimated weight:

# of Pieces	Description	Weight
	Crates	
	Cartons	
	Cases	
	Carpet	
	Miscellaneous	
	Total Weight	

200 pound minimum charge per shipment

Advance Shipment \$0.85 per pound

Advance Shipping Address:

Deadline Date is:

Shipments received after this date will incur an additional 25% late handling fee.

Advance Shipment Rates Include:

Unloading crated material.

Storing at EXPO's warehouse for up to 30 days.

Unloading materials and delivery to your booth

Removing of empty shipping containers from your booth, storing during show, returning at close of show.

Reloading materials onto outbound transportation.

Direct Shipment \$0.82 per pound

Direct Shipping Address:

Will not be accepted prior to:

Shipments received before this date will incur an additional 25% handling fee.

Direct Shipment Rates Include:

Unloading materials when received and delivery to your booth

Removing of empty shipping containers from your booth, storing during show, returning at close of show.

Reloading materials onto outbound transportation.

Small Package Fee (per shipment 1- 50 pounds) - \$200.00

Description	Weight x Per Pound Rate =	Estimated Total Cost
	x per pound =	
	x per pound =	

200 lb. minimum
charge per
shipment

Additional Surcharges based on inbound weight:

Warehouse shipment Delivered after the deadline date. Add 25% to above rates.

Show Site Shipment Delivered Off Target, not on exhibitor set-up day. Add 25% to above rates.

Above rates include overtime outbound

Overtime inbound Add 25% to above rates.

EXPO Warehouse Hours are

Monday through Friday; 8:30am to 3:30pm.

Holidays excluded.

For Credit card payments, please complete the payment authorization form. Any additional overtime charges will be invoiced at Showsite and are subject to change pending move-in/move-out schedule.

We understand that your calculation is only an estimate. Invoicing will be calculated from actual certified weight ticket or Reweigh ticket on inbound material handling receiving report. Adjustments will be made accordingly. Any adjustments to Charges must be made at show site.

Single pieces weighing more than 5,000 pounds CANNOT be accepted at the warehouse. Loose, easily damaged, uncrated or blanket-wrapped shipments should be shipped directly to the show site.

EXPO is **not responsible** for any damage or loss of your freight. Please secure round trip insurance coverage from your company insurance carrier.

If you have any questions about material handling, please contact EXPO Convention Contractors, Inc. Exhibitor Service department.

Please complete the following and return to EXPO along with the Shipping Instructions form:

Company Name: _____ Booth #: _____

Contact Name: _____ Email: _____ Phone: _____

Authorized Signature: _____ Print Name: _____

Signature also indicates you have read and accept the Payment Policy and Terms and Conditions, sign and return to EXPO.

Payment Authorization must be completed and returned with Material Handling worksheet. Other charges may apply, please review Material Handling Information form included in this manual.

Tel: 305.751.1234 Fax: 305.751.1298 OR email to info@expocci.com

MATERIAL HANDLING INFORMATION & ADDITIONAL CHARGES

SPECIAL HANDLING

Rate as shown on Material Handling Authorization Form

The standard material handling applies to shipments that can be readily handled off or onto a truck using a conventional forklift or pallet jack equipment without rehandling. A special handling charge applies if your shipment requires extra labor for stacking or unstacking containers on a truck (cubic loading), tarping or untarping freight or containers, or rigging pieces for loading or unloading on a truck or from the ground, or other circumstances requiring the rehandling of materials.

OVERTIME

Surcharge: 25%

Based on show move-in/move-out schedule and/or late driver check-in, an overtime surcharge per occurrence applies to shipments handled at show site during overtime hours. Your advance warehouse shipments may be received during straight time, but due to scheduling conflicts beyond EXPO's control may be moved into the exhibit hall on overtime. Any additional overtime charges will be invoiced at show site and are subject to change pending move-in/move-out schedules. Handling times will be documented on shipping documents. Drivers picking up outbound shipments will be sequenced for loading ONLY after a bill of lading is submitted to the EXPO Service Desk AND the driver has checked in.

LATE SHIPMENTS

Surcharge: 25%

A surcharge will apply to shipments not arriving within the published dates (refer to Show Information page for dates) for advance warehouse or arriving on show site after show opening.

UNCRATED SHIPMENTS

Rate as shown on Material Handling Authorization Form

An additional charge of 50% (or as stated on Material Handling Authorization page) of the applicable material handling charge at the time of delivery shall be charged for all loose, uncrated, or unprotected shipments received at the show site docks. The charge is a one-time charge that includes both move-in and move-out of the show and is based on the weight of the shipment handled.

OFF-TARGET DELIVERIES

Surcharge: 25%

For targeted shows (exhibitors who received/requested a Targeted Date/Time), a surcharge will apply if shipment is not delivered (or carrier has not checked in) during assigned target date/time.

PADDED VAN DELIVERIES

Surcharge: \$8.00/CWT

A padded van surcharge applies to van line carriers that transport freight at cubic displacement rates, operate a non-standard dock height equipment, require freight on the truck to be unloaded in a specific order or orientation, or require that freight on the truck be moved to unload the actual delivery.

MARSHALING YARD

Surcharge: Maximum \$20.00

Where EXPO Convention Contractors, Inc. as the show contractor must lease space for marshaling yard operations because no space is provided by the facility, EXPO may charge a fee per shipment processed through the marshaling yard.

REWEIGH OF SHIPMENTS

Surcharge: \$25.00 per forklift load

An additional charge per forklift load will be applied to shipments that have to be reweighed at the dock due to the lack of a certified weight ticket, or an incorrect or understated weight on a delivery document.

EMPTY CRATE STORAGE

Surcharge: \$50.00 per piece

A charge per crate, carton or skid applies when EXPO handles the storage and return of empties from a shipment not received by EXPO and therefore not subject to material handling charges.

ENVELOPE DELIVERIES

Surcharge: \$25.00 per envelope

During show hours at the show facility, a charge will apply to receiving and delivering envelope packages to your booth.

ACCESSIBLE STORAGE

Surcharge: Based on applicable Labor rate (refer to labor order form)

Accessible storage will be accessible during the show, but not necessarily by exhibitors. There is a one hour labor rate charge for each time the accessible storage is accessed. There will be no charge to return material to the booth at the close of the show.

SPECIAL HANDLING

Surcharge: BASED ON WEIGHT OF MATERIALS AND LOCATION

Shipments arriving at the warehouse during Expo show move-in days and/or Exhibitor Move-in Days will be charged a Special Handling Fee. This fee will be based on the shipment received and the Delivery Location. The minimum charge will be \$250.00. Please see the Expo Quick Facts for Delivery Days, Times and Location.

Return to Warehouse Service Fee After Show after Material Handling and Overtime Charges:

Surcharge: \$15.00 per CWT, Minimum \$50.00

(crated materials only, uncrated materials will not be accepted at warehouse)

MOBILE SPOTTING FEE

Surcharge: \$375.00 round trip ST Charge/\$650.00 round trip OT charge

Vehicles operated by exhibitors may be allowed on the exhibit hall floor for loading or unloading, if EXPO determines such activity to be operationally feasible and safe. All vehicles operated on the exhibit hall floor must be escorted by EXPO personnel. In such cases, a MOBILE SPOTTING FEE will be charged. All local fire marshal rules and regulations apply. Please call customer service for details.

If you have any questions about material handling, please contact EXPO Customer Service department.

MATERIAL HANDLING Q & A

What is material handling (also referred to as drayage)?

Material handling is the process of unloading your freight from your shipping carrier, either at the warehouse or show site, delivering it to your booth, storing your empty containers (empties) if required, returning of your empties at the close of show, and then reloading your freight back onto your shipping carrier.

What is the definition of "freight"?

Any exhibit materials that are shipped or delivered to the advance warehouse or show facility via shipping carrier, POV, or delivery truck.

What is a "certified weight ticket"?

A printed weight ticket from a scale certified or inspected by a government authority such as the Dept. of Agriculture, indicating the date weighed, the weight of the shipment and the vehicle ID of the unit being weighed.

What is the difference between material handling and shipping?

Shipping is the process of carrying your shipment from your location, pick-up area to its destination and also the process of returning your shipment back to your location after the close of the show. Material handling begins at the time your shipment arrives to the docks (please refer to "What is material handling?" for the full definition.)

Do I need to order a fork lift to unload or reload my freight?

No, please do not order a forklift for unloading/reloading of your materials.

What does CWT mean?

CWT is an acronym for Century Weight, therefore it means per 100 lbs.

IMPORTANT FACTS ABOUT ADVANCE SHIPMENTS

All shipments that are addressed to the advance warehouse address (please refer to "Advance Warehouse" shipping labels included in this manual).

EXPO will begin accepting your shipments 30 days prior to first show open day (date may vary depending on show schedule).

The warehouse will receive shipments Monday-Friday, 8:00am - 3:30pm, excluding holidays.

Shipments must arrive by advance warehouse deadline date to avoid a late surcharge. (Please refer to the "Show Information" page included with this manual for deadline date.)

Crates, cartons, skids, fibercases, and carpets can be accepted at the warehouse, but DO NOT ship crates weighing over 5,000 lbs., loose/uncrated shipments and/or machinery to warehouse. You must ship those items direct to show site.

All shipments must have a bill of lading or delivery slip indicating number of pieces and weight. Certified weight tickets required.

All shipments must be prepaid, no collect on delivery shipments will be accepted.

CRATED~UNCRATED~SPECIAL HANDLING

What are CRATED materials?

Materials delivered that are skidded or in a container that can easily be unloaded/ reloaded with no special handling required.

What are UNCRATED materials?

Materials delivered that are loose, pad-wrapped or unskidded without proper lifting bars and/or hooks.

What is SPECIAL HANDLING?

Shipments delivered that require extra labor for stacking or unstacking containers on a truck (cubic loading), tarping or untarping freight or containers, or rigging pieces for loading or unloading on a truck or from the ground, or other circumstances requiring the rehandling of materials.

IMPORTANT FACTS ABOUT DIRECT SHIPMENTS

What are direct shipments?

All shipments that are addressed directly to the exhibit facility (please refer to "Direct to Show" shipping labels included in this manual).

Shipments must arrive during exhibitor move-in times only. Do not ship direct to show site in advance. If delivery cannot be guaranteed to arrive during exhibitor move-in, shipment must go to advance warehouse.

All shipments must have a bill of lading or delivery slip indicating number of pieces and weight. Certified weight tickets required. Crates weighing over 5,000 lbs. or loose/uncrated shipments must be shipped direct to show site to arrive during exhibitor move-in times.

All shipments must be prepaid, no collect on delivery shipments will be accepted.

MATERIAL HANDLING CHARGES

What determines how much I'm charged?

Charges are based off the weight from your inbound weight ticket included with your shipment.

How do I calculate material handling charges?

Material handling services, whether used completely, or in part, are offered as a package. When recording weight, round up to the next 100 lbs. For example: 185 lbs. = 185 lbs X RATE = \$ Amount or minimum charge, whichever is greater.

Will there be any additional charges?

Additional charges may apply. Please review the Material Handling Authorization and Material Handling Additional Services forms included in the manual for all applicable fees.

LIABILITY INSURANCE

What is and why would I need liability insurance?

Accidents happen, therefore, most show organizers and facilities require liability insurance. Please refer to your booth contract for exact minimums required.

Please make sure your materials are covered from the moment they leave your company location to the time they return after the close of the show.

MATERIAL HANDLING CHARGES

What are specialized carrier shipments?

Shipments that arrive via small package carrier such as FedEx Express Service, UPS small package service or DHL small package service AND do not have a certified weight ticket included with shipment. This applies to packages weighing under 100 lbs.

How do I calculate my specialized carrier shipment?

Charges for specialized carrier shipments are based on per carton, per delivery. Example: I'm shipping 3 packages via FedEx, how much will I be charged? 3 x per carton rate = \$ amount charged (plus any additional fees that may apply).

Please be advised that your whole shipment may not arrive to its destination at one time. Therefore, you may be charged per each delivery, and minimum charges may apply.

OUTBOUND SHIPMENTS

You must complete an EXPO Material Handling Agreement (MHA) for all outbound shipments. A MHA will be distributed at show site if all services have been paid in full, or you can request one at the customer service desk.

Upon completion of packing and labeling of your materials, complete the bill of lading with all required information, and return to customer service. If you have questions on how to complete your bill of lading, please ask a EXPO customer service representative located at the customer service desk.

If you are NOT using the designated shipping carrier, you must call your carrier with pick-up information. If your carrier fails to pick up your shipment, EXPO will either reroute your freight through the carrier of our choice or return to the local warehouse (whichever is indicated on your MHA).

DISCOUNT DEADLINE:

NO SERVICES WILL BE RENDERED UNTIL THIS DOCUMENT IS COMPLETED, SIGNED AND RETURNED TO EXPO

ADVANCE AND/OR FLOOR ORDERS:

All Orders require ADVANCE PAYMENT for initial estimate of charges for services AND a VALID CREDIT CARD with proper authorization be provided to EXPO. You may prepay with a check written on your company, but a credit card is required by EXPO to ensure any unexpected charges, such as additional freight, clean-up costs, etc., are paid at the time the Show closes.

THIRD PARTY ORDERS:

If you choose to contract work to a Display or Exhibit house/company and/or require services from EXPO, the Payment Policy presented above shall apply. EXPO must be notified, in writing, a non-official contractor form and COI must be submitted, from exhibiting company of any other display or exhibit company involved in the set up or breakdown of exhibits. The exhibiting firm is ultimately responsible for payment of all costs incurred on its behalf. If a third party is to be invoiced for certain items or services, please complete and submit Expo's Third Party Payment Policy prior to placing order.

DRAYAGE TO WAREHOUSE OR SHOW SITE AND/OR LABOR:

EXPO's Payment Policy must be adhered to by Exhibitor prior to any freight being shipped to EXPO. All charges for freight, assembling, disassembling, shipping, handling and any other must be prepaid. If adjustments or additional charges are required at Show Close, they will be charged to the enclosed Credit Card provided, unless Exhibitor provides an additional form of payment prior to the charge being processed. EXPO is not responsible for any damage or loss of your freight, **please secure round trip insurance from your company insurance carrier.**

ALL CHARGES:

All charges/costs requested by Exhibitor MUST be PAID IN FULL before services are rendered, and any adjustment and/or additional charges must be paid by Show Close. Such costs will be charged to Exhibitor's credit card provided unless prior arrangements have been made. All checks must be drawn on a U.S. bank, and there will be a minimum charge of \$39 for each NSF check written to EXPO.

ADJUSTMENTS/REFUNDS:

Exhibitors are responsible for ensuring services are rendered as ordered prior to the Show opening. All requests for adjustments must be made on site prior to the Show's closing. EXPO will not be responsible for adjustments after the Show closes unless prior arrangements have been agreed to in writing by EXPO.

Refunds: A 6% processing fee will be added to all orders prior to refunding a credit balance of any type.

SALES TAX:

Applicable city, county and state sales tax will apply. If any Exhibitor is exempt from paying sales tax, it is the Exhibitor's responsibility to provide EXPO with its tax exempt certificate prior to orders being processed. If not provided and exhibitors requests tax to be removed a 6% processing fee will apply before refund.

CANCELLATION POLICY:

On-site exchanges/cancellations of any orders/furnishings will be assessed a 100% pick-up fee. In the event of a natural disaster, acts of God or terrorists, which result in the cancellation of this event, EXPO will be entitled to a fee equal to the percentage of work completed by EXPO. This percentage will be determined solely by EXPO. In the event the deposit received exceeds the percentage of work completed, EXPO will refund the excess deposit.

COLLECTION POLICY:

In the event this contract is turned over to an attorney for collection or dispute, EXPO will be entitled to reasonable attorney fees.

Return via fax 305-751-1298 or email info@expocci.com

We accept American Express, Visa, MasterCard and Discover for your convenience.

No checks will be accepted at show site.

Exhibitor:		Contact Name:		Booth:	
Address:					
City:		State:		Country:	
Phone:		Email:			
Credit Card Used For Payment: No.:				Expires:	
Security Code:		(The 3 numbers on back of card or for Amex the 4 numbers on the front)			
Billing Address for credit card:					
City:		State:		Zip Code:	
Credit Card Holder (Print Name as it appears on card):					
Card Holder Signature:					

****Cardholder hereby authorizes EXPO to charge credit card described herein for all charges incurred by Exhibitor and has read, understands, and agrees to all forms in the exhibitor manual and agrees to pay all charges as described in Cardholder Agreement. All estimated charges must be paid in ADVANCE, AND a valid credit card must be on file with EXPO authorizing payment for modified and/or additional charges. All Charges must be paid by end of Show.

DISCOUNT DEADLINE:

PAYMENT POLICY

Show Site Orders: Services ordered at show site will require full payment at the time the order is placed. Purchase orders may not be used in lieu of payment. Regular prices will apply to all show site orders. Floor orders are limited to availability.

Third Party Orders: If you contract your work to a display or exhibit house and require services from EXPO, the payment policy stated above applies. Please pass this information on to them. A Third Party Payment form must be completed and submitted three weeks prior to show opening. Ultimately the exhibitor is responsible for payment if the third party's payment is declined.

Invoices: Prior to close of show, an Invoice will be prepared and delivered to your booth for your review. Credits will be issues at show site only. If you have any questions, or want to pay your invoice by check or cash, please see our customer service representatives at the service desk on site.

Charges: All charges, regardless of amount, must be paid in full by cash, check or credit card. If credit card method is used, please ensure that the card limits are high enough to cover your expected charges.

Past Due Accounts: The Exhibitor understands that there will be a 10% monthly (120% per year) finance charge on past due accounts and agrees to pay all costs incurred by EXPO Convention Contractors, Inc. while endeavoring to collect this account.

Outbound Services: All outbound services will be processed on your credit card. A copy of the receipt and invoice will be emailed within 10 days of the close of the show.

International Customers: International customers must pay for all services in U.S. funds. A \$50 service charge will be added for processing checks or wire transfers drawn on foreign banks.

U.S. Wire Transfers: A \$30 service charge will be added for processing U.S. wire transfers. Please complete the wire transfer portion of the Payment Authorization form. The credit card portion of the form must still be completed before your order will be processed.

Tax Exempt Status: If you are tax exempt in the state where the show is held, a copy of the certificate must accompany your order.

Rental Responsibility: All materials are on a rental basis and shall remain the property of EXPO. The customer shall be held financially responsible for any damage to EXPO equipment used by the customer.

Price Quotes: Prices quoted are for the duration of the show and include installation, rental, and removal, except where indicated.

Default Colors: If skirting and carpet colors are not selected, show colors will prevail.

Exchanges and Cancellations: On-site exchanges and cancellations of any orders/furnishings will be assessed a 100% pick-up fee.

Refunds: A 6% processing fee will be added to all orders prior to refunding a credit balance of any type, all credits will be done post show.

DEFINITIONS AND EXPO RESPONSIBILITIES

The name "EXPO" shall be construed within the meaning of this contract as EXPO Convention Contractors, Inc., Inc. and its employees, officers, agents, and assigns including any subcontractors EXPO may appoint. The term "exhibitor" refers to any party who contracts for services with EXPO. EXPO shall be responsible only for those services which it directly provides, and hereby agrees to execute its contracted duties in good faith. EXPO assumes no responsibility for any person, parties, or other contracting firms not under EXPO's direct supervision and control. EXPO shall not be responsible for loss, delay or damage due to strikes, lockouts, work stoppages, natural elements, vandalism, acts of God, civil disturbances, power failures, acts of terrorism or war, or any other causes beyond EXPO's reasonable control; or for ordinary wear and tear in the handling of materials. Due to the security and liability requirements, EXPO personnel will unload all vendor materials from the loading docks to the booths.

INDEMNIFICATION

The exhibitor agrees to indemnify, forever hold harmless and defend EXPO and its employees, officers and agents from and against any and all claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses on account of personal injury or death, damage to or loss of property or profits arising out of, or contributed to by any of the following: (1) exhibitor's negligent supervision of any labor secured through EXPO or the negligent supervision of such labor by any of the exhibitor's employees, agents, representative, invitees, and/or exhibitor appointed contractor (EAC); (2) exhibitor's negligence, willful misconduct, or deliberate act, or such actions of exhibitor's employees, agents, invitees, representatives, or EACs at the show to which this contract relates, including but not limited to the misuse, improper use, unauthorized alteration or negligent handling of EXPO equipment; or (3) exhibitor's violation of Federal, State or Local ordinance; or violation of show regulations and/or rules as published by the Facility and/or Show Management.

CLAIM(S) FOR LOSS AND PAYMENT FOR SERVICES

Exhibitor agrees that any and all claims for loss or damage shall be submitted to EXPO prior to the conclusion of the show when alleged loss or damage occurred prior to that time, and in all cases within 30 days of the conclusion of the show. For claim reporting purposes, the "conclusion" of the show shall be construed as the end of the day on which exhibitor must vacate the show site. All claims reported after the 30-day period will be rejected. In no event shall a suit or action be brought against EXPO more than one year after the date that loss or damage occurred. Payment for services may not be withheld. In the event of any dispute between EXPO and the exhibitor relative to any loss or damage claim, the exhibitor shall not be entitled to, and shall not withhold payment for EXPO services as an offset against the amount of the alleged loss or damage. Any claim against EXPO shall be considered a separate transaction and shall be resolved on its own merit. EXPO'S LIMITS OF LIABILITY.

EXPO'S LIMITS OF LIABILITY

If found liable for any loss or damage, EXPO's sole and maximum liability for loss or damage to exhibitor's materials will be limited to the repair or replacement with like kind and quantity, subject to a dollar amount not to exceed \$5.00 (five dollars) per pound based on the weight of the articles for which EXPO specifically acknowledges receipt in writing. EXPO shall in no event be liable for collateral, exemplary, indirect costs or damages, or loss of sales resulting from, or related to, a claim for loss of or damage to material.

INBOUND AND OUTBOUND 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 the exhibitor or his representative. During such time, the materials will be left unattended. EXPO is not, and cannot be, responsible for loss, damage, theft, or disappearances of exhibitor's materials after same have been delivered to the exhibitor's booth. Similarly, there may be a lapse of time between the completion of packing and the actual pick up of exhibitor's materials from the booth for loading onto a carrier. During such time, the materials will be left unattended. EXPO shall not be responsible for loss, damage, theft, or disappearance of exhibitor's materials before same have been picked up for loading after the show. All materials will be checked at the booth at the time of loading using document(s) submitted by the exhibitor and notations of exceptions to conditions of materials, or piece counts will be made on said document. EXPO assumes no responsibility for loss, damage, theft, or disappearance of exhibitor's materials after same have been delivered to exhibitor's appointed carrier or agent for transportation after the show. EXPO loads materials onto the carrier's truck under the supervision of the carrier driver who checks and signs for the materials. EXPO assumes no liability for any materials after the carrier assumes custody of materials. If exhibitor's designated carrier fails to show by the moveout deadline after a show, EXPO shall have the authority to route exhibitor's shipment via an alternate carrier, or return shipment to a local warehouse for disposition at exhibitor's expense.

Based on show move-in/moveout schedule and/or late driver check-in, an overtime surcharge per occurrence applies to shipments handled at show site during overtime hours. Your advance warehouse shipments may be received during straight time, but due to scheduling conflicts beyond EXPO's control may be moved into the exhibit hall on overtime. Drivers picking up outbound shipments will be sequenced for loading ONLY after a bill of lading is submitted to the EXPO Service Desk.

PACKAGING, CRATES AND EMPTY CONTAINERS

EXPO shall not be responsible for surface damage to loose or uncrated materials, pad-wrapped, or shrink-wrapped materials. EXPO shall not be responsible for concealed damage, damage to carpets in bags or poly, or damage to materials improperly packed. EXPO shall not be responsible for crates and packaging unsuitable for handling, partially assembled, or having prior damage. Affixing "Empty" storage labels to containers is the sole responsibility of the exhibitor or his representative. All previous labels should be removed. EXPO assumes no responsibility for removal or misdelivery of containers with old labels or incorrect information on labels or for loss or damage to materials stored in containers labeled "empty."