

# FREEMAN

245 S. Spruce Ave., Ste. 100  
South San Francisco, CA 94080  
(775) 355-4670 Fax: (469) 621-5607

DEADLINE DATE  
JUNE 07, 2018

**INCLUDE THIS FORM  
WITH YOUR ORDER  
PLEASE USE BLACK INK**

## PACIFIC VETERINARY CONFERENCE / JUNE 28 - JULY 1, 2018

NAME OF SHOW: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ BOOTH#: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ BOOTH SIZE \_\_\_\_\_ X \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_ CUSTOMER # \_\_\_\_\_

PHONE #: \_\_\_\_\_ EXT.: \_\_\_\_\_ FAX #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

CONTACT'S E-MAIL \_\_\_\_\_

E-MAIL FOR INVOICE \_\_\_\_\_  CHECK IF YOU ARE A NEW FREEMAN CUSTOMER

Invoices will be sent by e-mail; please provide the e-mail address of the person who reconciles your invoices if different than contact's email.

### METHOD OF PAYMENT

**BY SUBMITTING THIS FORM OR ORDERING MATERIALS OR SERVICES FROM FREEMAN, YOU AGREE TO BE BOUND BY ALL TERMS & CONDITIONS INCLUDED IN YOUR SERVICE MANUAL.**

**COMPANY CHECK**

Please make check payable to: Freeman. Checks must be in U.S. funds drawn on a U.S. or Canadian bank. ("US FUNDS" MUST BE PRE-PRINTED on Canadian checks.)  
**Please reference (465454) on your remittance.**

**CREDIT/DEBIT CARD**

For your convenience, we will use this authorization to charge your credit/debit card account for your advance orders, and any additional amounts incurred as a result of show site orders placed by your representative. These charges may include all Freeman companies, or any charges which Freeman may be obligated to pay on behalf of Exhibitor, including without limitation, any shipping charges. Please complete the information requested below:

AMERICAN EXPRESS  MASTERCARD  VISA

**BANK TRANSFER**

Bank Transfer to Bank of America, N.A.; Dallas, TX  
*Wire Transfer*  
ABA#: 026009593 ACCT #1252039192 Freeman  
*International Wire Transfer*  
Swift Code: BOFAUS3N ACCT #1252039192 Freeman  
*ACH Direct Deposit*  
ABA# 111000012 ACCT #1252039192 Freeman  
**Please reference Name of Show & Booth Number so we can properly credit your account.**

**Note: Customers are responsible for any bank processing fees.**

**We do not accept credit card information via email.**

Account No.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Cardholder Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Cardholder Billing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

### ENTER TOTALS HERE

|                      |                      |
|----------------------|----------------------|
| UTILITIES            | GRAND TOTAL          |
| <input type="text"/> | <input type="text"/> |

- Remember to order in advance to save time and money. You may place your order by phone, fax, or mail.
- Orders received without payment or after the discount price deadline date will be charged at the standard price.
- Copies of invoices may be picked up from the Service Desk prior to show closing.
- If you have questions or need assistance with any items not listed, please call and ask for Exhibitor Sales.

FREEMAN method of payment

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## PACIFIC VETERINARY CONFERENCE / JUNE 28 - JULY 1, 2018

To authorize Freeman to invoice a third party for payment of services rendered to exhibitors, both the exhibiting company and the third party must complete this form and return it at least 14 days prior to show move-in.

### EXHIBITING COMPANY AUTHORIZATION OF THIRD PARTY BILLING

We understand and agree that we, the exhibiting company, are ultimately responsible for payment of charges and agree by submitting this form or ordering materials or services from Freeman, to be bound by all terms and conditions as described in the Terms & Conditions section of this service manual. In the event that the named third party does not discharge payment of the invoice prior to the last day of the show, charges will revert back to the exhibiting company. All invoices are due and payable upon receipt, by either party. The items checked below are to be invoiced to the third party.

**BY SUBMITTING THIS FORM VIA FAX OR POSTAL MAIL OR ORDERING MATERIALS OR SERVICES FROM FREEMAN, YOU AGREE TO BE BOUND BY ALL TERMS & CONDITIONS INCLUDED IN YOUR SERVICE MANUAL.**

EXHIBITOR NAME: (PLEASE PRINT) \_\_\_\_\_

EXHIBITOR SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

### EXHIBITING COMPANY INFORMATION

EXHIBITING COMPANY NAME: \_\_\_\_\_

BOOTH #: \_\_\_\_\_

EXHIBITING COMPANY ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

EXT. \_\_\_\_\_

FAX: \_\_\_\_\_

CONTACT'S E-MAIL: \_\_\_\_\_

Indicate which services are to be invoiced to the Third Party:

UTILITIES

### THIRD PARTY COMPANY INFORMATION

THIRD PARTY COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

THIRD PARTY ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

EXT. \_\_\_\_\_

FAX: \_\_\_\_\_

CONTACT'S E-MAIL: \_\_\_\_\_

E-MAIL FOR INVOICE: \_\_\_\_\_

Invoices will be sent by e-mail; please provide the e-mail address of the person who reconciles your invoices if different than contact's email.

### THIRD PARTY CREDIT/DEBIT CARD AUTHORIZATION

AMERICAN EXPRESS

MASTERCARD

VISA

Freeman does not accept credit cards via e-mail.

ACCOUNT NO: \_\_\_\_\_

EXP. DATE: \_\_\_\_\_

CARDHOLDER NAME (PLEASE PRINT): \_\_\_\_\_

CARD TYPE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

CARDHOLDER BILLING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

# UNION JURISDICTIONS IN THE SAN FRANCISCO BAY AREA

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You may appreciate knowing in advance that union labor may be required for certain aspects of your exhibit handling. To help you understand the jurisdiction the various unions have, please read the following:

## **ELECTRICAL**

IBEW Electricians jurisdiction covers all electrical labor for each booth including but not limited to, cable distribution under your carpet or flooring, and throughout the booth structure. Included are connections & hardwiring of all electrical equipment, (e.g. 208volt & higher services, panels, motors, and audio visual equipment), installation of all lighting hung from truss or beams & distribution of all cabling throughout the booth & truss structures. (San Francisco includes the lighting truss assembly and hanging) All stage hand labor used in the exhibit area will be supplied through Freeman with exception of their company representative/supervisor. Unless contracted directly with the in-house AV / Internet provider, all data and coaxial cable run within the booth, overhead or on the floor will be installed by our electricians. Electrical services are provided on a time and material basis and cannot be performed by other unions, I&D houses or Exhibitors.

## **TIPPING**

Freeman requests that exhibitors do not tip our employees. They are paid an excellent wage scale denoting a professional status, and we believe that tipping is not necessary. This applies to all Freeman employees. Any request for such should be brought to the attention of a Freeman Representative at Freeman Service Center.

## **SAFETY**

Standing on chairs, tables or other rental furniture is prohibited. This furniture is not engineered to support your standing weight. Freeman cannot be responsible for injuries or falls caused by improper use of this furniture. If assistance is required in assembling your booth, please order labor on the Display Labor order form and the necessary ladders and tools will be provided.

## **IN GENERAL**

Craftsmen at all levels are instructed to refrain from expressing any grievances or directly challenging the practices of any exhibitor. All questions arising with regard to the Union's jurisdiction or practices must be directed to a FREEMAN management representative.

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# ELECTRICAL SERVICES

From under carpet wiring to overhead lighting, Freeman has the power to simplify your electrical needs and installation. We've answered your most common questions below to help you place your order or prepare for a detailed discussion. Whether you require basic household/office power or a more technical installation for equipment, audio-visual presentations or truss lights, our electrical specialists and qualified electricians are always available to assist you.

## **How do I know how much power I need?**

First, review a layout of your exhibit, noting all of the items in it that require power. Consider lighting, computer equipment, and your own product. Are you bringing or renting any a/v equipment or ordering catering services that might need power? Will you be using a lead retrieval machine? If it's an item that plugs into a standard wall outlet found in a home or office (in North America), it will require 110/120 volt power. 208 or 480 volt power is generally used for machinery or industrial cooking devices and is ordered by single or 3 phase.

Next, mark the voltage and wattage or amperage (referred to as "load") (100 watts = 1 amp) of each piece of equipment at it's location in the booth. This information should be provided on a name plate or stamp usually located on the back or bottom of the equipment. If not indicated, check our accompanying electrical usage guide for estimated wattages for common items used at trade shows or call your rental company/caterer for specifics. For lighting, loads are dictated by the wattage of the bulbs. Arm lights included with Freeman exhibit packages use 200 watt bulbs. Keep in mind that you need to order power for any lighting within your booth unless the lights are ordered directly from the Electrical Department (those listed on the Freeman electrical order form).

Finally, total the wattage for the 120 volt devices in each area and select an outlet that meets or exceeds that total. Separate outlets should be ordered for each piece of equipment and/or each power location to help minimize tripping/power outages. It is always safer to slightly overestimate your power requirements. Wattage or amperages cannot be combined for 208 or 480 volt apparatus. Please order separate outlets for each.

## **Do I need to order labor?**

As the official service contractor, electrical installations must be performed by Freeman union labor. Labor is required for any electrical work over and above the delivery of outlets to the back wall of inline booths. Labor orders will automatically be input upon receipt of an electrical layout for under carpet installation (floor work) or to connect any 208 volt or higher services (hook up). Dismantle labor for electrical services is calculated at 50% of the installation time since much of the work is performed on a mass basis after booths are removed from the exhibit hall. Please see the electrical labor order form for further details, rules and regulations.

## **What is an electrical layout and why do I need one?**

Like your own home, electrical boxes and wiring should not be visible once the exhibit is completed. At show site, they are the first things to be installed so that they can be hidden by drape, walls or counters and under flooring or carpet. Electricians, therefore, work on a blank slate. A good electrical layout or floor plan provides them with a simple overhead view of your booth indicating the locations and load of each electrical outlet and the orientation of your booth within the show itself. The layout should be to scale and provide specific measurements to each outlet along with surrounding aisle or booth numbers to ensure accuracy. For island booths, a main power location must also be indicated as it is the location from which other outlets are fed. Please see the sample layouts and electrical grid for further information.

When a layout and credit card are provided in advance, Freeman makes every effort to ensure that the floor work is completed before you arrive so that there is no delay in assembling your booth. Once carpet is laid, installing or changing electrical services becomes much more difficult and potentially costly.

Please note that layouts, complete with mandatory information, are required prior to the deadline date for electrical orders to be eligible for advance rates. Layouts are not required if all outlets are located at the back wall in inline booths.

## **Is the price for power per day?**

Outlet or connection prices are typically for an entire show.

## **What is 24 hour power?**

Many facilities these days are energy conscious and therefore turn off power overnight during show days. Power is turned off 1/2 hour after the show closes at the earliest and restored no later than 1/2 hour before the show opens the following day. 24 hour power is, as it sounds, power that is continuously on 24 hours per day.

If your booth includes, for example, refrigeration equipment, an aquarium or programmable apparatus that depends on uninterrupted power, you should consider ordering 24 hour service. Power is usually not turned off during move-in or move-out.

## **Where does the power come from?**

Depending on the facility, the power can come from overhead catwalks, floor ports, columns, wall outlets or a combination of these sources. Check with the local Freeman branch office for more information.

## **Where will my power be located?**

In-line and peninsula booths will find their main power source on the floor somewhere along the rear drape line of their booth. Island booths need to submit an electrical layout. Please see the sample layouts and electrical grid for further information.

## **What if I need power at another location besides the rear of my booth? What if I have multiple power locations?**

Exhibitors requiring power at any location other than a back wall must submit an electrical layout. Please see the sample layouts and electrical grid for further information.

## **How many places will I have to plug in? How many things can I plug in?**

For planning purposes, you should always assume that there is only one connection point per outlet ordered. Power strips can provide additional sockets but do not confuse having more places to plug in with additional power. For example – An order is placed for a 500 watt outlet. A track light with 4 – 100 watt bulbs is plugged in to a power strip connected to the outlet, using 400 of the 500 watts. Any lighting or equipment now plugged in to a second socket may not exceed 100 watts.

Also keep in mind that power strips are designed, for safety purposes, to trip at 1500 watts or 15 amps. Using a power strip with a 2000 watt (20 amp) outlet will reduce it to a 1500 watt outlet.

All orders exceeding 120 volt/20 amps provide one connection point only, cannot accommodate power strips and require labor for installation.

**F R E E M A N**

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### **Can I bring my own extension cords and power strips? (Also known as plug strips, multi strips, etc.)**

Exhibitors may use their own extension cords and power strips under the following conditions:

- The equipment must be 3 wire, 14 gauge minimum with a ground.
- The extension cords must be flat if they are to be laid under carpet. (Labor is required to lay the cords.)
- All power strips must have circuit protection.

### **Can I run my extension cords under the carpet myself?**

For safety reasons, exhibitors are not allowed to run any electrical wiring under any type of floor covering or where they may be concealed in the booth structure. The show's electrical contractor is liable for electrical installations and therefore must perform all floor or booth work.

### **Will my floor work be completed before I arrive?**

Every attempt is made to have floor work completed prior to carpet installation if you have submitted the following:

- A completed electrical order form.
- A valid and authorized credit card to be kept on file for the company.
- An electrical layout indicating the main power location, dimensions to each power location, the power required at each location, and surrounding aisle or booth numbers to determine orientation of the booth.

Labor and material charges apply.

### **When will my power be turned on?**

Power is only guaranteed to be installed before the show opens. If Freeman is allowed early access to the facility, power is normally ready the first day of move-in for exhibitors but any special requests such as temporary chain motor power, programming machinery or testing equipment should be noted on your order.

### **Do I need lighting?**

Lighting can dramatically change the impact of an exhibit, no matter the size. Used effectively, lighting can emphasize specific areas of a booth or highlight products. Also, an exhibit will appear dark and uninviting if the surrounding booths are lit and yours is not.

### **Can I hang my own lights?**

10 x 10 booths with pop-up displays (a display that can be assembled in less than 30 minutes without tools) can hang their own lights and plug them in without ordering labor. Typically, exhibitors themselves can hang up to 4 lights as long as they require no more than 20 amps in total but it is best to clarify with the local branch. If a decorating company (including Freeman) has been contracted to install a display, electrical labor is required to install the lights. Due to union contracts, no other union is allowed to install electrical equipment.

### **Do I need to order power for my lighting?**

Exhibitors ordering Electrical Services lighting (those listed on the Freeman electrical order form) do not need to order power. It is included in the rental. Exhibitors supplying their own lighting or renting lights need to order power. Labor may be required to hang the lights.

### **Do I need to order labor to plug in my lights or equipment?**

Most 120 volt connections do not require labor. Exhibitors are welcome to plug in their own standard office devices. Labor is required for all 208 or 480 volt connections and if lights or equipment need wiring or if electrical cords are to be run under the carpet or in concealed areas to ensure that all electrical codes and building rules are met.

### **How can I save money and frustration when ordering electrical services?**

Most importantly, be sure to submit your order before the discount price deadline date. If an electrical layout is needed, it also must be received, complete with mandatory information, before the deadline date to be eligible for discount pricing. Late orders can be subject up to a 50% increase in cost because of the behind-the-scenes planning required to distribute power.

Don't underestimate your power requirements and work within the local rules, regulations and union jurisdictions. They have been implemented to avoid problems. While it may seem simple to plug in lights and equipment, it is not uncommon for exhibit or non electrical staff to overload circuits. Trouble calls can become expensive when it takes time to find the source of a problem.

If unsure about labor, call us for direction and if necessary, place a "will call" order before the discount price deadline date. You will only incur a charge if labor is dispatched to your booth but you'll have secured the advance pricing. And, check in with the electrical or service desk as soon as you know you need labor, not at the time you want the electricians in your booth. It will help to avoid delays as we can schedule accordingly.

Lastly, try to resolve any disputes at show site. It is much easier to discuss electrical issues when both parties can physically review the installation.

### **Additional questions?**

Call customer service at the number listed on the Quick Facts and ask for the Electrical Services Department. For fast, easy ordering, tools, and helpful hints go to [www.freemanco.com/store](http://www.freemanco.com/store).

**INCLUDE THE FREEMAN METHOD OF PAYMENT FORM WITH YOUR ORDER**

NAME OF SHOW: **PACIFIC VETERINARY CONFERENCE / JUNE 28 - JULY 1, 2018**

COMPANY NAME: \_\_\_\_\_ BOOTH #: \_\_\_\_\_ BOOTH SIZE: X

CONTACT NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

For Assistance, please call (775) 355-4670 to speak with one of our experts.

For, fast, easy ordering, go to [www.freeman.com](http://www.freeman.com)

## ELECTRICAL LABOR

### LABOR RATES & SCHEDULE:

- Straight Time - Monday - Friday, 8:00 am - 3:30 pm (Excluding Holidays)
- Overtime - Monday - Friday, 3:30 pm - 8:00 am and all day Saturday, Sunday and Holidays

| Description           | Advance Price | Show Site Price |
|-----------------------|---------------|-----------------|
| Electrician - ST..... | \$ 144.75     | \$ 202.75       |
| Electrician - OT..... | \$ 244.50     | \$ 342.50       |
| Stagehand - ST.....   | \$ 144.75     | \$ 202.75       |
| Stagehand - OT.....   | \$ 244.50     | \$ 342.50       |

- All lifts require labor to operate and a ground person in order to meet safety standards.
- Dismantle labor will be charged at 50% of the total install time rounded to the next half hour.
- Video Walls require IATSE (Stagehand) stand by labor for each show day, with an 8 hour minimum per day. This labor is billed at the prevailing labor rate. When there are multiple video walls on the show floor, the labor minimum and charges will be allocated between the exhibiting companies with video walls.
- Truss with lighting rigs require IATSE (Stagehand) stand by labor for each show day, with an 8 hour minimum per day. This labor is billed at the prevailing labor rate. When there are multiple truss lighting rigs on the show floor, the labor minimum and charges will be allocated between the exhibiting companies with truss lighting rigs.

- Show site price applies to all labor orders placed at show site.
- Start time guaranteed only at start of working day.

Review the list of work below to determine if electrical labor is required in your booth. None of the following services may be performed by other Unions or I & D houses as it falls under electrical jurisdiction. Time and material charges will apply. Please visit the Freeman service desk to confirm that you are ready for service.

Note: For more information and an example of a completed floorplan please see the following page.

### FLOOR WORK:

Floor work is the distribution of electrical under carpet and flooring.

**OK TO PROCEED WITHOUT EXHIBITOR PRESENT:**

Complete Before: Date \_\_\_\_\_ Time \_\_\_\_\_

Work is completed prior to your arrival. Freeman must receive detailed blue prints/floor plans for power distribution under carpet.

PRINT NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**EXHIBITOR SUPERVISION (DO NOT PROCEED)**

### BOOTH

Booth work is any of the following. Please check all that apply:

- Distribution of electrical overhead (more than one drop location in your booth).
- Distribution of electrical through booth structure.
- Lighting requirements of 2000w or greater require labor to balance & distribute.
- Connection or hard wiring of all exhibitor equipment.
- Lighting used as spot or flood lights.
- Assembly, installation and dismantle of all lighting from truss or beams may be subject to an 8 hour minimum per day.
- Wiring of overhead signs.
- Installation of electrical headers and/or light boxes.
- Other \_\_\_\_\_

### LABOR REQUEST

### SELECT WORK TYPE

Date \_\_\_\_\_ Time \_\_\_\_\_ # Electrician \_\_\_\_\_ Est. # Hours \_\_\_\_\_ Floor Work \_\_\_\_\_ Booth Work \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ # Electrician \_\_\_\_\_ Est. # Hours \_\_\_\_\_ Floor Work \_\_\_\_\_ Booth Work \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ Est. # Hours \_\_\_\_\_ Lift Type \_\_\_\_\_

NAME OF ON-SITE CONTACT: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

## ELECTRICAL INSTRUCTIONS

- 1 Labor rates are based on current wage scales and are subject to change in the event of a wage increase after rates have been published.
- 2 A minimum charge of one hour is applicable to all labor requests. Additional time on the same day is billed in 1/2 hour increments. Continuations to another day are a minimum of 1 hour.
- 3 Labor must be picked up at the Freeman service desk. Charges for labor commence at time of dispatch to service the labor call. A one hour minimum will apply if an exhibitor representative is not present at the time of call or reschedules the call, unless 24 hour advance notice is received in writing.
- 4 Labor charges will include the time for electricians to gather the necessary tools and material for the job, have their work checked by the client and return the tools and material to the supply area.
- 5 Exhibitors may supply their own 14 gauge 3 wire, extension cords and/or power strips, both of which must be grounded and UL approved.

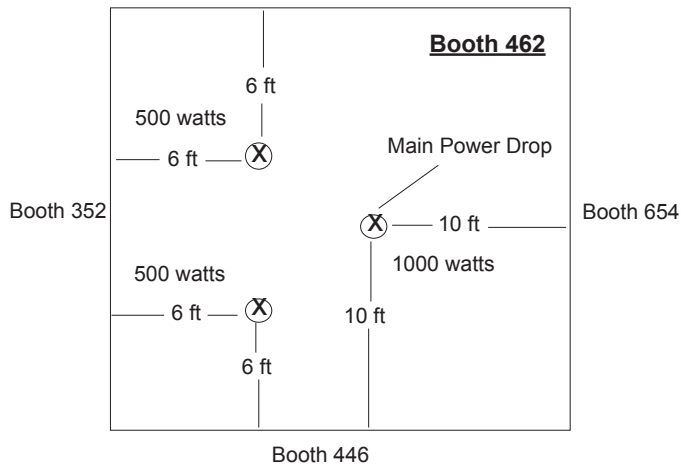
### CANCELLATION POLICY

A 50% refund will be applied to electrical outlets cancelled after installation. Refunds will not be issued for materials and/or labor charges related to the installation.

### EXAMPLE OF PLAN AND INFORMATION REQUIRED TO COMPLETE FLOORWORK

Please indicate the following on the floor plan.

1. Location and load of main power drop - please provide specific dimensions and wattages/amperages.
2. Location and load of all outlets - please provide specific dimensions and wattage, amperage and voltage.
3. Booth orientation - please provide surrounding aisle and/or booth numbers.





# FREEMAN

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**DISCOUNT PRICE  
 DEADLINE DATE  
 JUNE 07, 2018**

**INCLUDE THE FREEMAN METHOD OF  
 PAYMENT FORM WITH YOUR ORDER**

NAME OF SHOW: **PACIFIC VETERINARY CONFERENCE / JUNE 28 - JULY 1, 2018**

COMPANY NAME: \_\_\_\_\_ BOOTH #: \_\_\_\_\_ BOOTH SIZE: X

CONTACT NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

For Assistance, please call (775) 355-4670 to speak with one of our experts.

For, fast, easy ordering, go to [www.freeman.com](http://www.freeman.com)

## ELECTRICAL OUTLETS (Double Price for 24 Hour Service)

Power includes delivery of the service to one location at the rear of the booth in peninsula and inline booths. Please see the Electrical Labor order form for rates and instructions if you require outlets in other locations, have lights or electrical items to hang or erect, have orders for power of 208v or higher, or have other electrical requirements.

### 110/120 VOLT

|                      | Quantity<br>(For Show<br>Hours Only) | Quantity<br>(For 24 hrs/day<br>Double Price) | Discount<br>Price | Standard<br>Price | TOTAL      |
|----------------------|--------------------------------------|--|-------------------|-------------------|------------|
| 500 Watts (5 amps)   | _____                                | _____  | 152.00            | 228.00            | = \$ _____ |
| 1000 Watts (10 amps) | _____                                | _____  | 258.50            | 387.75            | = \$ _____ |
| 2000 Watts (20 amps) | _____                                | _____  | 410.25            | 615.40            | = \$ _____ |

### 208 VOLT SINGLE PHASE (Labor Required for Connection)

|          |       |       |          |          |            |
|----------|-------|-------|----------|----------|------------|
| 20 Amps  | _____ | _____ | 638.25   | 957.40   | = \$ _____ |
| 30 Amps  | _____ | _____ | 820.50   | 1,230.75 | = \$ _____ |
| 60 Amps  | _____ | _____ | 1,093.75 | 1,640.65 | = \$ _____ |
| 100 Amps | _____ | _____ | 1,413.00 | 2,119.50 | = \$ _____ |

### 208 VOLT THREE PHASE (Labor Required for Connection)

|          |       |       |          |          |            |
|----------|-------|-------|----------|----------|------------|
| 20 Amps  | _____ | _____ | 854.75   | 1,282.15 | = \$ _____ |
| 30 Amps  | _____ | _____ | 1,099.25 | 1,648.90 | = \$ _____ |
| 60 Amps  | _____ | _____ | 1,465.75 | 2,198.65 | = \$ _____ |
| 100 Amps | _____ | _____ | 1,894.00 | 2,841.00 | = \$ _____ |
| 200 Amps | _____ | _____ | 3,054.25 | 4,581.40 | = \$ _____ |
| 400 Amps | _____ | _____ | 4,306.50 | 6,459.75 | = \$ _____ |

Transformer to Boost 208V to Approx. 230V - \$6.75 per Amp (20 Amp Min.)

Qty of Amps \_\_\_\_\_ X Price \$ \_\_\_\_\_ = \$ \_\_\_\_\_

### 480 VOLT THREE PHASE (Labor Required for Connection)

|          |       |       |          |          |            |
|----------|-------|-------|----------|----------|------------|
| 20 Amps  | _____ | _____ | 1,026.50 | 1,539.75 | = \$ _____ |
| 30 Amps  | _____ | _____ | 1,319.25 | 1,978.90 | = \$ _____ |
| 60 Amps  | _____ | _____ | 1,759.50 | 2,639.25 | = \$ _____ |
| 100 Amps | _____ | _____ | 2,272.50 | 3,408.75 | = \$ _____ |
| 200 Amps | _____ | _____ | 3,664.75 | 5,497.15 | = \$ _____ |

### LIGHTING (Price Includes Power Consumed)\*\*\*\*

|                             |       |       |        |        |            |
|-----------------------------|-------|-------|--------|--------|------------|
| Single Light Stand (200w)** | _____ | _____ | 151.75 | 227.65 | = \$ _____ |
| Double Light Stand (400w)** | _____ | _____ | 258.00 | 387.00 | = \$ _____ |
| Arm Light***                | _____ | _____ | 161.75 | 242.65 | = \$ _____ |

\*\* For single or double light stand; price includes installation along the side rails of an inline booth. Placement elsewhere will require additional labor and materials.

\*\*\* Requires a hard wall surface for installation.

Extension cords and power strips are available for rental at the Freeman Service Desk.

\*\*\*\*Applicable sales tax applies to all Lighting orders.

### ADDITIONAL INFORMATION

#### FOR ADVANCE PAYMENT PRICE

Your order with full payment along with a floor plan indicating main power location and distribution points, if applicable, must be received prior to:

**DEADLINE DATE OF:  
 JUNE 07, 2018**

#### MULTIPLE OUTLET LOCATIONS / ISLAND BOOTHS

A scaled floor plan is required for orders with multiple outlet locations and/or island booths. Detailed examples are provided on the following page. If a power location or main drop in an island booth is not provided prior to show move-in, a location will be determined by Freeman in order to maintain delivery schedules. Relocation of the service will be charged on a time and material basis.

#### ISLAND BOOTHS

For island booths with no labor ordered, there is a 1/2 hour minimum installation charge and a 1/2 hour minimum dismantle charge.

#### INLINE AND PENINSULA BOOTHS

Power will be placed in the back of the booth unless otherwise specified.

#### 24 HOUR SERVICES

If an uninterrupted power supply is required for the full duration of the show, please order 24 hour power. Electricity is turned on 30 minutes prior to show opening and turned off 30 minutes after show closes on show days. Power will be turned off immediately after final show closing. If you require power outside actual show hours, special arrangements should be made in advance. Additional charges may apply.

#### SEPARATE OUTLETS

Separate outlets should be ordered for each piece of equipment and/or each power location.

#### CANCELLATION

A 50% refund will be applied to electrical services cancelled after installation. Refunds will not be issued for materials and/or labor charges related to the installation.

**Please note that electrical service is not included with your booth equipment but to accommodate possible power requirements, electrical outlets will be installed in every inline booth. An audit will be conducted by electricians and on-site charges will apply if the electrical service is utilized without an order on file.**

### TOTAL COST

|                    |                 |
|--------------------|-----------------|
| Outlet(s)          | \$ _____        |
| Lighting           | \$ _____        |
| Tax                | \$ N/A          |
| <b>GRAND TOTAL</b> | <b>\$ _____</b> |



## ELECTRICAL INSTRUCTIONS

### HOW TO DETERMINE ELECTRICAL REQUIREMENTS

#### For Equipment

All electrical equipment is stamped or labeled with electrical ratings usually found on the back or bottom of the equipment. Verify voltage and either amperage or wattage from the information provided. Standard office and household items operate on 110/120 volt power. Machinery and equipment typically require 208 or 480 volt power.

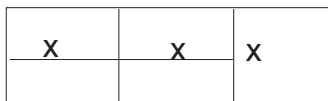
#### For Lighting

Verify the wattage of the bulbs in the lights and multiply by the number of bulbs/lights.

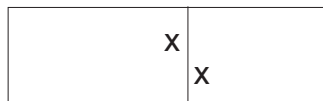
### LOCATION OF POWER IN YOUR BOOTH

#### In-Line and Peninsula Booths

Power will be installed in one location, typically on the floor somewhere along the back of the booth, as indicated in the following diagrams: (We cannot guarantee that the outlet will be specifically located in the middle.)



IN-LINE BOOTHS / PENINSULA

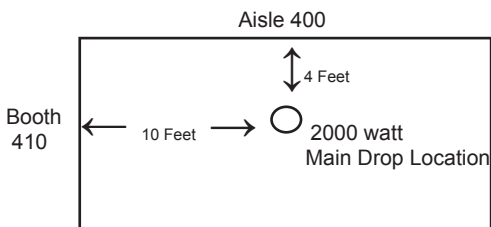


BACK TO BACK PENINSULA

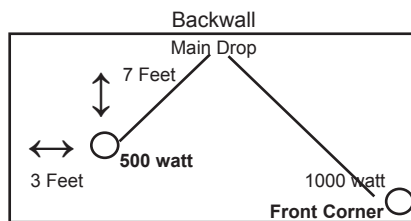
If power is required in locations other than indicated above, secondary distribution will be required and billed on a time and material basis. Please complete and submit an Electrical Labor Order Form with your power order, along with a floor plan as described below.

#### Island Booths/Multiple Outlets

Floor plans are always required for Island Booths and orders for multiple outlet locations. The floor plan must indicate booth dimensions, surrounding booth numbers for orientation within the facility, each outlet location, required wattage or amperage and location for main drop. If power location in an island booth is not provided prior to show move-in, a location will be determined by Freeman in order to maintain delivery schedules. Relocation of the service will be charged on a time and material basis. See examples below: A grid is available at [freemanco.com](http://freemanco.com) to print as a base layout.



Island Booth with one outlet



10 X 20 Booth with multiple outlets  
Labor Required

#### OTHER:

1. Labor is required for any and all electrical work over and above the installation of the main power drop. Please see the Electrical Labor form for complete details. Please complete the labor order form.
2. Dismantle labor will be automatically charged at 50% of the installation time and rounded to the nearest half hour.
3. All material and equipment provided by Freeman is for rental purposes only and remains the property of Freeman. All equipment will be removed at the close of the show by Freeman.
4. All equipment regardless of power source, must comply with Federal, State and local codes as well as any applicable local recognized electrical authorities and standards. Freeman reserves the right to inspect all electrical devices and connections to ensure compliance with all codes and proper permitting. Freeman is required to refuse connections where the exhibitor wiring is not in accordance with local electrical code and permitting.
5. Standard wall and other permanent building utility outlets or sockets are not part of booth space and may not be used by exhibitors unless electrical services have been ordered.
6. Exhibitors' cords must be a minimum of 14 gauge 3 wire with ground and must be flat when used for floorwork. All multi-outlet devices (eg - power strips) must have circuit protection. All exposed non-current carrying metal parts of fixed equipment, which are liable to be energized, shall be grounded.
7. Exhibitor' equipment will be modified to conform to Freeman receptacles. If an outage is the result of an exhibitors' equipment, then a labor charge may be assessed. Labor and materials to install or change a cord cap or fix an outage will be billed on a time and material basis.
8. Exhibitors with hardwall displays must arrange for power to be installed inside the booth or provide access.
9. Power sharing is not permitted between exhibitors.

# FREEMAN

## ELECTRICAL SERVICES USAGE GUIDE

The following wattages are approximate and are provided to help you estimate your power usage. To assist in estimating we recommend that you refer to the name plate or stamp usually located on the back or bottom of any electrical apparatus and order the corresponding outlet for each piece of equipment to avoid tripping/power outages during the event.

The formula for wattage is voltage x amperage (120 volt x 1 amp = 120 watts),  
 5 - 100 watt light bulbs = (5x100 = 500 watts)


|                                       | WATTAGE                     |                                   | WATTAGE                                    |
|---------------------------------------|-----------------------------|-----------------------------------|--|
| Blender                               | 475-1000                    | Imprinter for T-Shirts            | 2000                                       |
| Can Opener                            | 500                         | Iron                              | 700-1100                                   |
| Card Reader (credit) / Lead Retrieval | 100                         | Juicer - Single                   | 500  |
| Cash Register                         | 100-200                     | Juicer - Double                   | 1000                                       |
| Coffee Pot - Household Size           | 600-1200                    | Laminator                         | 2000                                       |
| Coffee Pot - Large Brewer             | 1500-2000                   | Lights with Freeman Rental Booths | 200 each                                   |
| Computer - Monitor (independent)      | 120-200                     | Meat Slicer                       | 500-1000                                   |
| Computer - Desktop (monitor & CPU)    | 200-900                     | Microwave Oven                    | 500-2000                                   |
| Computer - Laptop                     | 100-300                     | Mixer                             | 500-1000                                   |
| Computer Printer - Dot Matrix         | 100-500                     | Photocopier                       | dependent upon size - may require 208 volt |
| Computer Printer - Laser              | 400-1000                    | Pizza Oven (small)                | 30amp/120 volt Special Connection          |
| Crock Pot                             | 200-1000                    | Popcorn Maker                     | 2000                                       |
| DVD Player                            | 50-100                      | Projector (dependent upon size)   | 1000                                       |
| Electric Frying Pan                   | 1200-2000                   | Refrigerator - Small              | 400  |
| Fax Machine                           | 1000                        | Refrigerator - Full Size          | 750  |
| Flat Screen TV - 32" to 50"           | 1000                        | Sewing Machine                    | 1000                                       |
| Food Processor                        | 500-2000                    | Steamer                           | 2000                                       |
| Glue Gun                              | 300                         | Stereo (amplifier)                | 100-500                                    |
| Griddle                               | 1500-2000                   | Television                        | 100-500                                    |
| Hair Dryer                            | 1000-2000                   | Toaster                           | 1000                                       |
| Heat Lamps (per lamp)                 | 250                         | Toaster Oven                      | 1500                                       |
| Heater (portable)                     | 1500-2000                   | Vacuum Cleaner                    | 1500                                       |
| Hot Plate Single                      | 1000                        | VCR                               | 100  |
| Hot Plate Double                      | 1500-2000                   | Water Cooler - Cold Water         | 1000                                       |
| Hot Water Heater                      | 30amp/208 volt/Single Phase | Water Cooler - Hot/Cold Water     | 2000                                       |

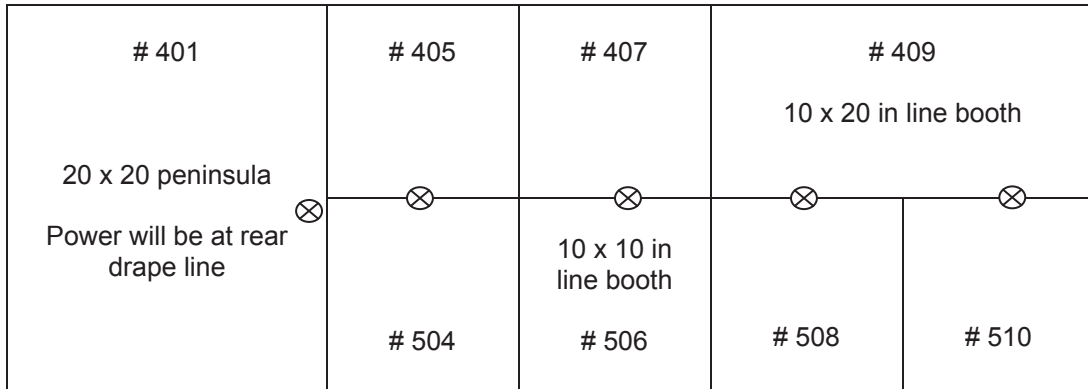
FREEMAN electrical services usage guide



# SAMPLE LAYOUTS

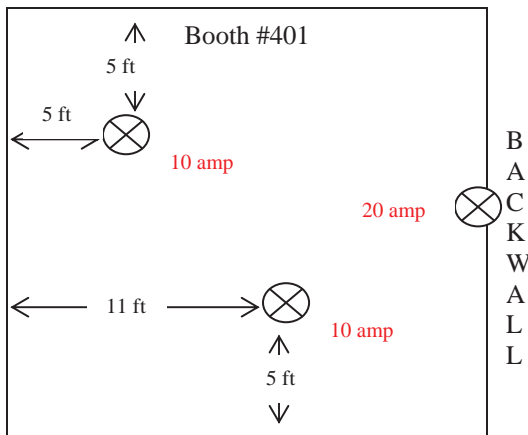
## IN LINE BOOTHS

Power is run or dropped to in line booths along the back walls or drape line of multi booth sections. The “main power locations” therefore are always located at the back of in line and peninsula booths. Outlets may not be in the exact center of the back wall. 120 volt outlets are shared by back to back booths. Example: Outlet = 

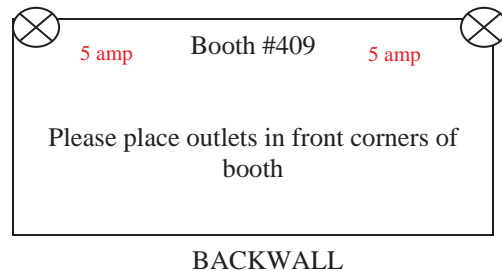


Electrical layouts are required whenever an outlet is needed at any other location within the booth except for the back wall. Exact measurements and/or comments that clearly indicate outlet locations **must be included**. Examples based on above floor plan:

20 x 20 Peninsula – Booth # 401  
Order = 2-10 amp, 1-20 amp outlets



10 x 20 In Line – Booth # 409  
Order = 2 x 5 amp outlets



## ISLAND BOOTHS

Electrical layouts are always required for island booths and **must include** the following information:

### 1. Main Drop.

Since there is no back wall in an island, the exhibitor supplies the location of the main drop, whether one or multiple outlets are ordered. When it will be the point from which power will be distributed to other outlets in the booth, a panel or other piece of electrical equipment (no larger than? x? x?) will be installed at the main drop. For this reason, it is recommended that main drops be located in a closet, under a table/desk or in another area that keeps it out of sight. Measurements must be provided to the main drop.

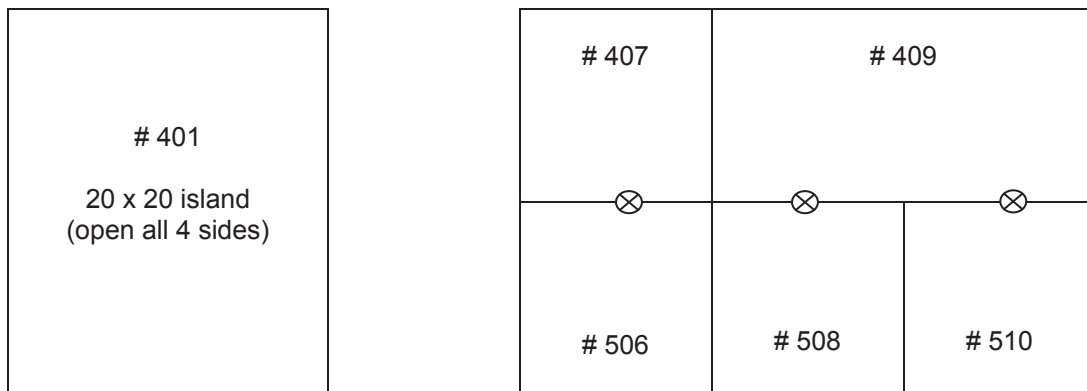
### 2. Location and load of all outlets.

Again, dimensions must be provided to all satellite outlets along with the load of each outlet. It is best to indicate voltage, phase and amperage for all outlets once an order exceeds 120 volt service.

### 3. Booth orientation.

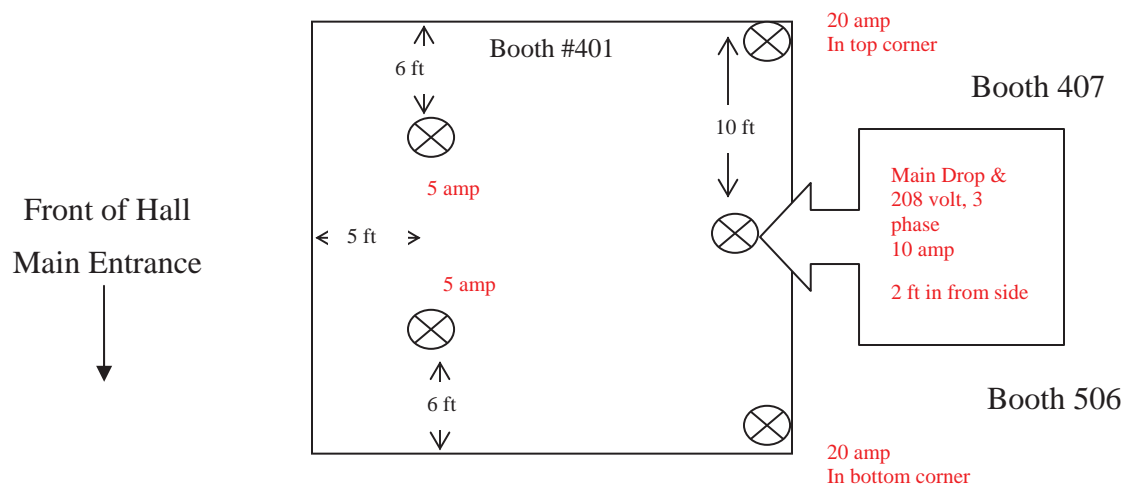
Providing reference points such as surrounding aisle and/or booth numbers defines how an island booth is oriented to the overall show floor plan. In other words, which side is which? It is best to draw your layout relative to the show floor plan so that both are facing the same direction. Examples:

Section of show floor plan



20 x 20 Island – Booth # 401

Order = 1 x 208 volt, 3 phase, 10 amp + 120 volt, 2 x 20 amp + 2 x 5 amp outlets



# PAYMENT & LABOR

## YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE.

The terms and conditions set forth below become a part of the Contract between FREEMAN and you, the EXHIBITOR. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

- THE METHOD OF PAYMENT FORM IS SIGNED; OR
- AN ORDER FOR LABOR, SERVICES AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH FREEMAN; OR
- WORK IS PERFORMED ON BEHALF OF EXHIBITOR BY LABOR SECURED THROUGH FREEMAN.

## DEFINITIONS

For purposes of this Contract, "FREEMAN" or "The Freeman Companies" means Freeman Expositions, Inc., Freeman Expositions, Ltd., Freeman Audio Visual, Freeman Exhibit, Freeman Transportation, Hoffend Xposition, Stage Rigging, Inc., Kerry Technical Services, TFC, Inc., Freeman Electrical Services, and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited to, any subcontractors FREEMAN may appoint. The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC").

## PAYMENT TERMS

Full payment, including any applicable tax, is due in advance or at show site. All payments must be in U.S. funds and all checks must be drawn on a U.S. bank. Orders received without advance payment or after the deadline date will incur additional After Deadline charges as indicated on each order form. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of FREEMAN except where specifically identified as a sale. All rentals include delivery, installation, and removal from EXHIBITOR'S booth. In case of cancellation of any orders or services by EXHIBITOR, a one-hour "per person, per hour" charge will be applied for all labor orders that are not canceled in writing at least 24 hours prior to the scheduled start time. If Prestige Carpet, Custom-Cut Carpet, Modular Rental Exhibits and any other custom-order items or services have already been provided at the time of cancellation, fees will remain at 100% of the original charge. If the Show or Event is canceled because of reasons beyond FREEMAN'S control, EXHIBITOR remains responsible for all charges for services and equipment provided up to and including the date of cancellation. FREEMAN will not issue refunds to EXHIBITOR of any payments made before the date of cancellation. It is EXHIBITOR'S responsibility to advise the FREEMAN Service Center Representative of problems with any orders, and to check the EXHIBITOR'S invoice for accuracy prior to the close of the Show or Event. If EXHIBITOR is exempt from payment of sales tax, FREEMAN requires an exemption certificate for the State in which the services are to be used. Resale certificates are not valid unless EXHIBITOR is rebilling these charges to its customers. For International EXHIBITORS, FREEMAN requires 100% prepayment of advance orders, and any order or services placed at show site must be paid at the show. For all others, should there be any pre-approved unpaid balance after the close of the show; terms will be net, due and payable in DALLAS, TEXAS upon receipt of invoice. Effective 30 days after invoice date, any unpaid balance will bear a FINANCE CHARGE at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and future orders will be on a prepaid basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, and any excess finance charge received by FREEMAN shall be either applied to reduce the principal unpaid balance or refunded to the payer. If past due invoices or invoice balances are placed with a collection agency or attorney for collection or suit, EXHIBITOR agrees to pay all legal and collection costs. THESE PAYMENT TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of any dispute between the EXHIBITOR and FREEMAN relative to any loss, damage, or claim, such EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due to FREEMAN for its services, as an offset against the amount of any alleged loss or damage. Any claims against FREEMAN shall be considered a separate transaction, and shall be resolved on its own merits. FREEMAN reserves the right to charge EXHIBITOR for the difference between the estimate of charges and the actual charges incurred for material handling, labor time & materials, utility services or equipment usage, or for any charges that FREEMAN may be obligated to pay on behalf of EXHIBITOR, including without limitation, any shipping charges. If EXHIBITOR provides a credit card for payment and charges are rejected by the EXHIBITOR'S credit card company for any reason, FREEMAN hereby provides notice that it reserves the right, and EXHIBITOR authorizes FREEMAN, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the EXHIBITOR'S account. In the event that a THIRD PARTY orders on behalf of the EXHIBITOR and the named THIRD PARTY does not discharge payment of the invoice prior to the last day of the show, charges will revert back to the EXHIBITOR. All invoices are due and payable upon receipt, by either party.

## ELECTRICAL

Claims will not be considered, or adjustments made unless filed in writing, by Exhibitor, prior to the close of the event. Freeman is not responsible for any damage or loss caused by the loss of power beyond its control and Exhibitor agrees to hold Freeman, its officers, directors, employees and agents harmless from such power loss. IN NO EVENT SHALL FREEMAN BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE. Exhibitor shall indemnify and hold harmless Freeman, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorneys' fees) arising out of or in any way connected with Exhibitor's actions or omissions under this Agreement.

## LABOR UNDER THE SUPERVISION OF EXHIBITOR RESPONSIBILITIES

EXHIBITOR shall be responsible for the performance of labor provided under this option. It is the responsibility of EXHIBITOR to supervise labor secured through FREEMAN in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with FREEMAN'S Safe Work Rules and/or Federal, State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management rules and/or regulations. It is the responsibility of EXHIBITOR to check in with the Service Desk to pick up labor, and to return to the Service Desk to release labor when the work is completed.

## INDEMNIFICATION

EXHIBITOR agrees to indemnify, hold harmless, and defend FREEMAN from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) for bodily injury, including any injury to FREEMAN employees, and/or property damage arising out of work performed by labor provided by FREEMAN but supervised by EXHIBITOR. Further, the EXHIBITOR'S indemnification of FREEMAN includes any and all violations of Federal, State, County or Local ordinances, "Show Regulations and/or Rules" as published and/or set forth by Facility or Show Management, and/or directing labor provided by FREEMAN to work in a manner that violates any of the above rules, regulations, and/or ordinances.

## IMPORTANT

PLEASE REFER TO FREEMAN'S "MATERIAL HANDLING TERMS & CONDITIONS" AS IT RELATES TO MATERIAL HANDLING SERVICES AND TO THE "SERVICE REQUEST & SHIPPING INSTRUCTIONS CONTRACT" AS IT RELATES TO TRANSPORTATION SERVICES. CONTRACT TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH FREEMAN. TERMS & CONDITIONS MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH FREEMAN.



# MATERIAL HANDLING

**YOU ARE ENTERING A BINDING CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE.** Acceptance of said terms and conditions will be construed when any of the following conditions are met: This Material Handling Agreement (MHA) is signed; Exhibitor's materials are delivered to Freeman's warehouse or to an event site for which Freeman is the Official Show Contractor; or an order for labor and/or rental equipment is placed by Exhibitor with Freeman. Please be aware that disposal of exhibit properties is not included as part of your material handling charges. Please contact freeman for your quoted rates and rules applicable to disposal of your exhibit properties.

**1. DEFINITIONS.** For purposes of this Contract, Freeman means Freeman Expositions, Inc., and its employees, directors, officers, agents, assigns, affiliated companies, and related entities. In no event shall Freeman be deemed to be the Ultimate Consignee for shipping and custom purposes. The term "Exhibitor" means the Exhibitor, its employees, agents, and representatives.

**2. PACKAGING/CRATES AND STORAGE.** Freeman shall not be responsible for damage to loose or uncrated materials, pad wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labeled materials. Freeman shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. Freeman does not accept any crates or packaging containing hazardous materials. Goods requiring cold storage and those in accessible storage are stored at Exhibitor's own risk. **FREEMAN ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSS OR DAMAGE TO GOODS IN COLD STORAGE OR ACCESSIBLE STORAGE.**

**3. EMPTY CONTAINERS.** Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of Exhibitor or its representative. All previous labels must be removed or obliterated. Freeman assumes no responsibility for: error in the above procedures; removal of containers with old empty labels and without Freeman labels; or improper information on empty labels. **FREEMAN WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.**

**4. INBOUND/OUTBOUND SHIPMENTS.** There may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of Exhibitor, or a lapse of time between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier and during such times, Exhibitor materials will be left unattended. **FREEMAN IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER THEY HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT SHOW SITE OR BEFORE THEY HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT.** Freeman recommends the securing of security services from Facility or Show Management. All MHA's submitted to Freeman by Exhibitor will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to Freeman and the actual count of such items in the booth at the time of pickup. Freeman is not responsible for any wait time or other charges including business center charges arising from delivery or pickup of Exhibitor's materials.

**5. DELIVERY TO THE CARRIER FOR RELOADING.** Freeman assumes no responsibility for loss, damage, theft, or disappearance of Exhibitor's materials after same have been delivered to Exhibitor's appointed carrier, shipper, or agent for transportation after the conclusion of the show. Freeman loads the materials onto the carrier under directions from the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. **FREEMAN ASSUMES NO RESPONSIBILITY FOR LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS THAT ARISES OUT OF IMPROPERLY LOADED OR LABELED MATERIALS.**

**6. DESIGNATED CARRIERS.** Freeman shall have the authority to change the Exhibitor designated carrier if that carrier does not pick up the shipment(s) at the appointed time. Where no disposition is made by Exhibitor, materials may be taken to a warehouse to await Exhibitor's shipping instructions and Exhibitor agrees to be responsible for charges relating to such rerouting and handling. **IN NO EVENT SHALL FREEMAN BE RESPONSIBLE FOR ANY LOSS RESULTING FROM SUCH REROUTING DESIGNATION.**

**7. FORCE MAJEURE.** Freeman's performance hereunder is subject to, and Freeman shall not be responsible for loss, delay, or damage due to, strike, work stoppages, natural elements, vandalism, Act of God, civil disturbances, power failures, explosions, acts of terrorism or war, or for any other cause beyond Freeman's reasonable control, nor for ordinary wear and tear in the handling of Exhibitor's materials.

**8. CLAIM(S) FOR LOSS.** Exhibitor agrees that any and all claims for loss or damage must be submitted to Freeman immediately at the show site and in any case not later than **thirty (30) business days** after the date when Exhibitor's materials are delivered to the carrier for transportation from show site or from Freeman's warehouse. All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against Freeman **more than one (1) year** after the date of loss or damage occurred.

**a. PAYMENT FOR SERVICES MAY NOT BE WITHHELD.** In the event of any dispute between the Exhibitor and Freeman relative to any loss, damage, or claim, Exhibitor shall not be entitled to and shall not withhold payment due Freeman for its services as an offset against the amount of any alleged loss or damage. Any claims against Freeman shall be considered a separate transaction and shall be resolved on their own merits.

**b. MAXIMUM RECOVERY.** If found liable for any loss, Freeman's sole and exclusive maximum liability for loss or damage to Exhibitors materials and Exhibitor's sole and exclusive remedy is limited to \$50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment whichever is a less. For unmarked, unlabeled and improperly packaged television monitors, the maximum liability is the lesser of \$3.00 (USD) per pound or the actual invoice price. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

**c. LIMITATION OF LIABILITY.** IN NO EVENT SHALL FREEMAN BE LIABLE TO THE EXHIBITOR OR TO ANY OTHER PARTY FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES OCCUR EITHER PRIOR OR SUBSEQUENT TO, OR ARE ALLEGED AS A RESULT OF, TORTIOUS CONDUCT, FAILURE OF THE EQUIPMENT OR SERVICES OF FREEMAN OR BREACH OF ANY OF THE PROVISIONS OF THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING STRICT LIABILITY AND NEGLIGENCE, EVEN IF FREEMAN HAS BEEN ADVISED OR HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE BUT ARE NOT LIMITED TO LOST PROFITS, LOSS OF USE, AND INTERRUPTION OF BUSINESS OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSSES.

**9. DECLARED VALUE.** Declarations of Declared Value are between the Exhibitor and the selected Carrier ONLY, and are in no way an extension of Freeman's maximum liability stated herein. Freeman will use commercially reasonable efforts to transmit the Declared Value instructions to the selected Carrier; however, FREEMAN WILL NOT BE LIABLE FOR ANY CLAIM ARISING FROM THE TRANSMITTAL OF, OR FAILURE TO TRANSMIT, DECLARED VALUE INSTRUCTIONS TO THE CARRIER NOR FOR FAILURE OF THE CARRIER TO UPHOLD THE DECLARED VALUE OR ANY OTHER TERM OF CARRIAGE.

**10. JURISDICTION / VENUE.** THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS.

**11. INDEMNIFICATION.** Exhibitor agrees to indemnify and forever hold harmless Freeman from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) arising out or contributed to by Exhibitor's negligent supervision of any labor secured through Freeman; Exhibitor's negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of Exhibitor's employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC) at the show or event to which this Contract relates, including but not limited to Exhibitor's violation of Federal, State, County or Local ordinance and/or Exhibitor's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.

**12. LIEN.** Exhibitor grants Freeman a security interest in and a lien on all of Exhibitor's materials that is from time to time in the possession of Freeman and all the proceeds thereof, including without limitation insurance proceeds (the "Collateral"), to secure the prompt and full payment and performance of all Exhibitor's indebtedness for monies paid, by Freeman on its behalf, services performed, materials and/or labor from time to time provided by Freeman to or for the benefit of Exhibitor ("Obligations"). Freeman shall have all the rights and remedies of a secured party under the Uniform Commercial Code, as may be amended from time to time ("UCC"), and any notice that Freeman is required to give under the UCC of a time and place of a public sale or the time after which any private sale or other intended disposition of any Collateral is to be made shall be deemed to constitute reasonable notice if such notice is mailed by registered or certified mail at least five (5) days prior to such action. Freeman may hold and not deliver any of the Collateral to Exhibitor for so long as there are any Obligations that remain unpaid or unsatisfied.

**13. WAIVER & RELEASE.** Exhibitor, as a material part of the consideration to Freeman for material handling services, waives and releases all claims against Freeman with respect to all matters for which Freeman has disclaimed liability pursuant to the provisions of this Contract.

**14. DRIVER LIABILITY WAIVER.** IN CONSIDERATION OF FREEMAN PERMITTING ENTRANCE TO THE PREMISES, YOU, YOUR EMPLOYER, THE OWNER OF THE TRUCK AND/OR EQUIPMENT THAT YOU ARE OPERATING (TRUCKOWNER) AND YOU AS AGENT OF YOUR EMPLOYER AND THE TRUCKOWNER, HEREBY ASSUME ALL RISK OF INJURY OR HARM TO YOURSELF AND OTHERS AND DAMAGE TO YOUR PROPERTY AND PROPERTY BELONGING TO YOUR EMPLOYER OR OTHERS ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISES. YOU AGREE TO ENTER AT YOUR OWN RISK. YOU HAVE FULL KNOWLEDGE OF ANY RISK INVOLVED IN THIS ACTIVITY. YOU RECOGNIZE THE HAZARDS AND ARE AWARE OF ALL THE RULES FOR SAFE OPERATION. YOUR EMPLOYER, THE TRUCKOWNER, AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS FREEMAN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, ASSIGNS, AFFILIATED COMPANIES AND RELATED ENTITIES, AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, AND DAMAGES OF ANY KIND WHATSOEVER ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISE.

# AIR CARGO

## AIR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

In tendering this shipment, the Shipper and Consignee agree to these TERMS which no agent or employee of the parties may alter. This Air Service Request and Shipping Instruction Contract is NON-NEGOTIABLE and has been prepared by Shipper, or if by Freeman or another on Shipper's behalf, it shall be deemed, conclusively, to have been prepared by the Shipper. The Shipper agrees that this shipment is subject to the TERMS stated herein All TERMS, including but not limited to, all the limitations of liability, shall apply to our agents and their contracting carriers.

**1. DEFINITIONS:** In this Contract, "Freeman" means Freeman Decorating Services, Inc., and its respective employees, officers, directors, agents, assigns, affiliated companies, and related entities including any contractors appointed by Freeman. The term "Shipper" means the person or business for whom the property is being transported, and includes their respective employees, officers, directors, agents, assigns, affiliated companies, and contractors appointed by the Shipper, excluding only Freeman. "Property" is all objects of any type received from the Shipper for transport by Freeman as described herein. "Consignee" is the party to whom Shipper has designated the goods are to be delivered.

**2. FINAL CONTRACT BETWEEN THE PARTIES:** In exchange for Shipper's payments and Freeman's services, which the parties have specified in this two-page Contract (including the Air Cargo Service Request and Shipping Instructions), Freeman and Shipper each agree that this Contract shall govern their respective rights and obligations regarding transportation of Shipper's property. This Contract shall take effect when the property first comes into the physical possession of Freeman, and the responsibility of Freeman under same shall end when the property has been placed in the possession of the Consignee or the Consignee's designated agent. If any part or provision of this Contract is found by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract shall continue in full force and effect.

**3. Freeman's RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED:** Freeman is responsible for the satisfactory performance of only those services which it directly provides under this Contract. Freeman shall not be responsible for the performance of individuals of firms who are not under the direct supervision or control of Freeman. Freeman shall not be responsible for events or causes of loss, delay, or damage beyond its reasonable control, including (by way of illustration only, and not as a limitation on the breadth of this clause), strike, lockout, work slowdown or stoppage, power failure, breakdown of plant or machinery, facility failure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, act of war or belligerent parties, and any other cause or causes beyond the reasonable control of Freeman. EXCEPT FOR ELIGIBLE GUARANTEED SERVICE SHIPMENTS, Freeman DOES NOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE.

**4. PACKAGING AND CRATES:** Shipper's property must be well packaged for safe and secure handling, storage and shipment using ordinary care. Each piece must be legibly and durably marked with the name and address, including correct ZIP code of the Shipper and Consignee. When a container is used repeatedly by Shipper, Shipper must remove all old labels, tags, markings, etc., and Shipper must ensure that the container retains adequate strength for transportation. Freeman makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, padded or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labeled materials. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. General guidance as to acceptable packaging systems and procedures may be found in publications such as the National Motor Freight Classification, published by the National Motor Freight Traffic Association. For shipments of Perishable Commodities, U.S. and Canadian shipments must be packed to travel without spoilage for 72 hours from time of pickup; all international shipments must be packed to travel without spoilage for 24 hours beyond an agreed deadline. Freeman reserves the right to periodically embargo regions of the world due to conditions that may cause damage to perishable commodities. If the integrity of a shipment is in question, Freeman reserves the right to improve packaging at shipper's expense.

**5. REFUSED SHIPMENTS:** If the Consignee refuses a shipment tendered for delivery or if Freeman is unable to deliver a shipment because of fault or mistake of the Consignor or Consignee, Freeman's liability shall then become that of a warehouseman.

- Freeman shall promptly attempt to provide notice, by telephonic, electronic or written communication as provided on the face of these shipping instructions, if so indicated, to Shipper or the party, if any, designated to receive notice in these instructions.
- Storage charges, based on Freeman's applicable rates, shall start no sooner than the next business day following the attempted notification. Storage may be, at Freeman's option, in any location that provides reasonable protection against loss or damage. Freeman may place the shipment in public storage at the owner's expense and without liability to Freeman.
- If Freeman does not receive disposition instructions within 48 hours of the time of Freeman's attempted first notification, Freeman will attempt to issue a second and final confirmed notification. Such notice shall advise that if Freeman does not receive disposition instructions within 10 days of that notification, Freeman may offer the shipment for sale at a public auction and Freeman has the right to offer the shipment for sale. The amount of sale will be applied to Freeman's invoice for transportation, storage and other lawful charges. Shipper will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.
- Where Freeman has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of Freeman, at its option, to sell the property under such circumstances and in such manner as may be authorized by law.
- When perishable goods cannot be delivered and disposition is not given within a reasonable time, Freeman may dispose of property to the best advantage. Where Freeman is directed by Consignee or Consignor to unload or deliver property at a particular location where Consignor, Consignee, or the Agent of either is not regularly located, Freeman's liability for the shipment shall terminate after unloading or delivery.

**6. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES:** FREEMAN'S LIABILITY FOR DAMAGES ON DOMESTIC SHIPMENTS, INCLUDING BUT NOT LIMITED TO THOSE DAMAGES ARISING FROM OR RELATED TO MISDELIVERY, INCOMPLETE OR OTHERWISE INADEQUATE DELIVERY (INCLUDING BUT NOT LIMITED TO FAILURE TO FOLLOW SHIPPER OR CONSIGNEE INSTRUCTIONS OR FAILURE TO COLLECT OR PROPERLY DELIVER A PAYMENT INSTRUMENT), NONDELIVERY, MISSED PICKUP, AND LOSS OF OR DAMAGE TO CARGO, SHALL BE LIMITED TO THE HIGHER OF \$50.00 (USD) PER SHIPMENT OR \$.50 (USD) PER POUND (\$1.10 (USD) PER KILOGRAM) OF CARGO ADVERSELY AFFECTED THEREBY, PLUS TRANSPORTATION CHARGES APPLICABLE TO THAT PART OF THE SHIPMENT ADVERSELY AFFECTED THEREBY, UNLESS AT TIME OF SHIPMENT THE SHIPPER MAKES A DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE SERVICE REQUEST AND SHIPPING INSTRUCTIONS FORM AND PAYS THE APPROPRIATE VALUATION CHARGE. IN NO EVENT SHALL FREEMAN'S LIABILITY EXCEED THE DECLARED VALUE OF THE SHIPMENT OR THE AMOUNT OF LOSS OR DAMAGE ACTUALLY SUSTAINED, WHICHEVER IS LOWER. IF CARRIAGE OF THE SHIPMENT IS SOLELY OR PARTLY BY AIR AND INVOLVES AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, Freeman's LIABILITY FOR CARGO LOST, DAMAGED OR DELAYED SHALL BE LIMITED TO \$9.07 PER POUND (\$20.00 PER KILOGRAM) FOR CARRIAGE SUBJECT TO THE UNAMENDED WARSAW CONVENTION OR THE WARSAW CONVENTION AS AMENDED BY THE HAGUE PROTOCOL OF 1955, 17 SPECIAL DRAWING RIGHTS PER KILOGRAM FOR CARRIAGE SUBJECT TO THE WARSAW CONVENTION AS AMENDED BY THE MONTREAL PROTOCOL NO. 4 OF 1975, OR \$9.07 PER POUND (\$20.00 PER KILOGRAM) FOR CARRIAGE WHERE THE WARSAW CONVENTION, INCLUDING ITS AMENDMENTS, DOES NOT APPLY FOR ANY REASON, UNLESS A HIGHER DECLARED VALUE IS REQUESTED, AND THE FEES SET FORTH IN THE SERVICE GUIDE FOR SUCH HIGHER DECLARED VALUE ARE PAID. FOR INTERNATIONAL SHIPMENTS, THIS SHIPPING REQUEST AND SHIPPING INSTRUCTION CONTRACT SHALL BE DEEMED AN AIR WAYBILL WITHIN THE MEANING OF THE WARSAW CONVENTION.

Notwithstanding the above limitations, domestic shipments containing the following items of extraordinary value are limited to a maximum declared value of \$500.00 (USD):

- artworks and objects of art, including without limitation original paintings, drawings, etchings, water colors, tapestries and sculpture;
  - clocks, watches, jewelry (including costume jewelry), furs and fur-trimmed clothing;
  - personal effects;
  - and other inherently fragile or unique items, including prototypes, etc.
- Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by Freeman for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. Shipper understands that even if Shipper is not able to participate or fully participate in a show due to loss of, theft of, or damage to its property, Freeman shall never be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, loss of use damages, loss of profits damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, damages for failure of performance, breach of contract damages, fraud damages, or any other sort of damage for tort or breach of contract. This limitation shall bind the parties:
- whenever or wherever the claimed loss or damage may occur;
  - even though the alleged loss or damage is claimed to result from negligence, strict liability, products liability, breach of contract, breach of statute or regulation, or any other legal theory or cause, and;
  - even though Freeman may have been advised or be on notice of the possibility or even the probability of such damages. Freeman makes no warranties, express or implied, and expressly disclaims any and all warranties. Except for Freeman's failure to deliver in accordance with the Guaranteed Service section of the Service Guide, Freeman will not be liable for misdelivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay on International shipments, loss or damage unless caused by Freeman's sole negligence.

### 7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

- Shipper must pay in full for the services rendered under this Contract at the time the services are requested. The existence of a dispute between Shipper and Freeman relative to any claim or other matter shall have no bearing on this duty of payment. No claim submitted by or on behalf of Shipper will be processed unless Shipper's account is current.
- Shipper understands and acknowledges that Freeman does not accept or transport illegal, dangerous or hazardous materials of any kind or nature. Shipper warrants and ensures that its property is inert, and contains no Hazardous Substances, Hazardous Materials, Chemicals, Gases, Explosives, Radioactive Materials, Biologically hazardous agents, or any other substance, matter or object in any form that could pose a threat to the health or safety of persons, property or the public welfare in general. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.
- Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following: Shipper's negligence, willful misconduct, or deliberate act; Shipper's violation of Federal, State, County or Local ordinances; Shipper's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management; and/or Shipper's failure to comply with (b) of this Agreement regarding the inclusion of any dangerous substances in the property placed with Freeman.

**8. CLAIMS:** Shipper, Consignee, or any other party claiming an interest in the shipment must notify Freeman immediately upon delivery, or in the case of loss or damage which could not have been noted at the time of delivery, within five (5) business days of delivery, of any loss or damage to the shipment. Notice of concealed damage must be confirmed in writing or via e-mail at [exhibit.transportation@freeman.com](mailto:exhibit.transportation@freeman.com) within 5 business days of receipt of the property. If Carrier schedules an inspection, claimant must hold the shipping container, all packaging material and contents in the same condition as they were in when damage was discovered. Receipt of the shipment by the Consignee or the Consignee's agent without written notice on the delivery receipt and/or delivery manifest will be prima facie evidence that the shipment was delivered in good condition. The amount of the claim may not be deducted from the transportation charges. Notice of loss or damage MUST be reported to Freeman at 800-995-3579. The shipment, its container(s), and packing material must be made available to Freeman for inspection at the delivery location. All shipments are subject to opening for inspection by Freeman; however, Freeman is not obligated to perform such inspection. All claims for loss or damage MUST be made in writing to Freeman within one hundred and twenty (120) calendar days after the date of acceptance of the shipment by Freeman. Please refer to the Service Guide for claim procedures. All claims for service failure must be made within thirty (30) calendar days from the date of shipment and Freeman's sole liability for such claims arising from Guaranteed Service shipments shall be limited to the transportation charges as provided in the Guaranteed Service section of the Service Guide. All claims for overcharge must be made in writing to Freeman within sixty (60) calendar days after the invoice date. No action for loss or damage may be maintained against Freeman unless (a) claimant complies with all requirements of this section and (b) for domestic shipments, if the claimant commences the action within one (1) year of the shipment by Freeman unless otherwise required by International, Federal or State Law. If the claim is for loss or damage involving International shipments, claimant must commence the action within two (2) years from the date of acceptance of the shipment by Freeman unless otherwise required by International, Federal or State Law. For purposes of this section, no action shall be deemed to have commenced until receipt by Freeman of service of process of the action on Freeman. Claims for loss or damage must be delivered to the following address: Sedgwick, PO Box 14151, Lexington, KY 40512-4151.

For shipping containers designed for repeated use (tradeshow cases, totes, crates), Freeman shall have no liability for superficial damage to said containers in the form of scuffs, scratches, dents or dings. Freeman will only accept liability for "catastrophic" damage to these shipping containers (crushing, puncture, or complete destruction). Freeman's maximum liability in cases of "catastrophic" damage or total loss will be limited to a depreciated value of the container based on the time elapsed from the original purchase and the purchase price established on the provided original invoice. This maximum liability will be subject to all other applicable limits of liability such as repair costs.

**9. CHOICE OF FORUM:** THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE UNITED STATES (INCLUDING ADOPTED INTERNATIONAL CONVENTIONS) AND THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE STATE'S CONFLICT OF LAWS RULES. FREEMAN AND SHIPPER AGREE THAT ANY CLAIM OR DISPUTE OF ANY SORT ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT, ITS PERFORMANCE OR NONPERFORMANCE, OR DAMAGES ALLEGEDLY RESULTING FROM SAME WILL BE ARBITRATED IN THE CITY OF DALLAS, TEXAS, AND THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION WILL APPLY. IF BINDING ARBITRATION IS UNAVAILABLE TO RESOLVE ANY CONTROVERSY AND IT IS NECESSARY TO LITIGATE THE DISPUTE, THE DISPUTE SHALL BE LITIGATED IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS.

**10. MISCELLANEOUS:** Shipper warrants the accuracy of the weight and dimension data furnished in this Contract. Shipper understands that once its property is shipped by Freeman pursuant to the instructions contained in this Contract, Shipper has no right to control the shipment; stop the shipment in transit, or divert or reschedule same, and that Shipper will have no control over the property until it is delivered pursuant to the instructions in this Contract. Shipper agrees that this Contract may be provided to any third party, including common or contract carriers of cargo by air, water, rail, or road, for the purpose of confirming the right of Freeman to control the handling of the property and all matters related to payment for the shipment.

# MOTOR CARGO

## MOTOR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

This Contract establishes your legal obligations with regard to the property described herein being shipped with Freeman Transportation. It specifically limits your rights and possible recovery if your property is lost or damaged. You must accept all terms and conditions of this Contract. You confirm that you have read and agree with all the terms and conditions of this Contract by receipt without contest. This Contract may not be waived or varied, except in writing, and then only by an authorized representative of Freeman.

**1. DEFINITIONS.** In this Contract, "Freeman" means Freeman Expositions, Inc., and its respective employees, officers, directors, agents, assigns, affiliated companies, and related entities including any contractors appointed by Freeman. The term "Shipper" means the person or business for whom the property is being transported, and includes their respective employees, officers, directors, agents, assigns, affiliated companies, and contractors appointed by the Shipper, excluding only Freeman. "Property" is all objects of any type received from the Shipper for transport by Freeman as described herein. "Consignee" is the party to whom Shipper has designated the goods are to be delivered.

**2. FINAL CONTRACT BETWEEN THE PARTIES.** In exchange for Shipper's payments and Freeman's services, which the parties have specified in this Contract, Freeman and Shipper each agree that this Contract shall govern their respective rights and obligations regarding transportation of Shipper's property. This Contract shall take effect when the property first comes into the physical possession of Freeman for inbound shipments and after loading on the applicable carrier for outbound shipments, and the responsibility of Freeman under same shall end when the property has been placed in the possession of the Consignee or the Consignee's designated agent. If any part or provision of this Contract is found by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract shall continue in full force and effect.

**3. FREEMAN'S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED.** Freeman shall not be responsible for the performance of individuals or firms who are not under the direct supervision or control of Freeman. Freeman shall not be responsible for events or causes of loss, delay, or damage beyond its reasonable control, including (by way of illustration only, and not as a limitation on the breadth of this clause), strike, lockout, work slowdown or stoppage, power failure, breakdown of plant or machinery, facility failure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, act of war or belligerent parties, and any other cause or causes beyond the reasonable control of Freeman. Freeman shall not be liable for delay caused by highway obstructions, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defects of vehicles or equipment, or from any cause other than the negligence of Freeman. Freeman shall not be bound to transport by any particular schedule, means, vehicle or otherwise, other than with reasonable dispatch.

**4. PACKAGING AND CRATES.** Shipper's property must be well packaged for safe and secure handling, storage and shipment using ordinary care. Freeman makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, padwrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labeled materials. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. General guidance as to acceptable packaging systems and procedures may be found in publications such as the National Motor Freight Classification, published by the National Motor Freight Traffic Association. If the integrity of a shipment is in question, Freeman reserves the right to improve packaging at shipper's expense.

**5. PERISHABLE GOODS.** Goods of a perishable nature are carried in dry trailers without environmental or atmospheric control or other special services unless Shipper states on the face of the "Service Request and Shipping Instructions" that the goods are to be carried in a refrigerated, heated, specially ventilated or otherwise specially equipped trailer. This carriage may be subject to additional charges. Shipper is responsible for bringing the goods to the proper temperature before loading the goods into the trailer, for the proper stowage of the goods within the trailer, and for setting the temperature (including maintenance and repair), during all times after the trailer is spotted by Freeman and before the trailer is received by Freeman. Freeman is not responsible for product deterioration caused by inherent vice, defects in the merchandise or transit times in excess of product shelf life. Refrigerated, heated, specially ventilated or otherwise specially equipped trailers are not equipped to change the temperature of goods (they are equipped only to maintain temperature). Shipper will give written notice of requested temperature setting of the thermostatic controls before receipt of the goods by Freeman. When a loaded trailer is received, Freeman will verify that the thermostatic controls are set to maintain trailer temperature as requested. Freeman is unable to determine whether the goods were at the proper temperature when they were loaded into the trailer or when the trailer is delivered to Freeman. Air temperature at the unit sensor will be maintained within a proper range of plus or minus 5 degrees Fahrenheit of the temperature requested by Shipper on the face of the "Service Request and Shipping Instructions" if the goods were at that temperature when loaded into the container and if the temperature controls were properly set when the container was loaded.

**6. REFUSED SHIPMENTS.** If the Consignee refuses a shipment tendered for delivery or if Freeman is unable to deliver a shipment because of fault or mistake of Freeman, Freeman's liability shall then become that of a warehouseman.

(a) Freeman shall promptly attempt to provide notice, by telephonic, electronic or written communication as provided on the face of these shipping instructions, if so indicated, to Shipper or the party, if any, designated in these instructions to receive notice.

(b) Storage charges, if applicable, shall start no sooner than the next business day following the attempted notification. Storage may be, at Freeman's option, in any location that provides reasonable protection against loss or damage. Freeman may place the shipment in public storage at the owner's expense and without liability to Freeman.

(c) If Freeman does not receive disposition instructions within 48 hours of the time of Freeman's attempted first notification, Freeman will attempt to issue a second and final confirmed notification. Such notice shall advise that if Freeman does not receive disposition instructions within 10 days of that notification, Freeman may offer the shipment for sale at a public auction and Freeman has the right to offer the shipment for sale. The amount of sale will be applied to Freeman's invoice for transportation, storage and other lawful charges. Shipper will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(d) Where Freeman has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of Freeman, at its option, to sell the property under such circumstances and in such manner as may be authorized by law.

(e) When perishable goods cannot be delivered and disposition is not given within a reasonable time, Freeman may dispose of property to the best advantage. When Freeman is directed by Consignee or Consignor to unload or deliver property at a particular location where Consignor, Consignee, or the Agent of either is not regularly located, Freeman's liability for the shipment shall terminate after unloading or delivery.

**7. INSURANCE. Freeman IS NOT AN INSURER.** Shipper is responsible for obtaining insurance for its property. Freeman provides no insurance for Shipper or its property.

**8. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES.** Shipper understands that even if shipper's property is lost, stolen, or damaged, Freeman does not pay replacement or restoration cost of any property. **FREEMAN'S MAXIMUM LIABILITY SHALL BE THE AMOUNT OF PROVEN ACTUAL VALUE NOT EXCEEDING THE LOWER OF FAIR MARKET VALUE.**

**(THE "FAIR MARKET VALUE" EQUALS THE AS IS WHERE IS PRICE FOR THE PROPERTY AT THE LOCATION OF THE SHOW TO WHICH PRICE A WILLING BUYER AND A WILLING SELLER WOULD AGREE IN AN ORDINARY COURSE OF BUSINESS, ARM'S LENGTH SALE.) OR \$5.00 (USD) PER POUND OF CARGO LOST OR DAMAGED UNLESS AT THE TIME OF SHIPMENT SHIPPER MAKES A DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE SHIPPING INSTRUCTIONS AND PAYS THE APPROPRIATE VALUATION CHARGE.** Even if Shipper has made a declaration of value, liability shall never exceed the depreciated original invoice value or the fair market value of the property, whichever is less. The value per pound for applying declared valuation charges shall be determined by dividing Shipper's declared value for carriage by the actual weight of the shipment. In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by Shipper or has been agreed upon in writing as the released value of the property upon which the rate is based, such lower value plus freight charges, if paid, shall be the maximum recoverable amount for loss or damage. **Notwithstanding the above limitations, all shipments containing the following items of extraordinary value are limited to a maximum declared value of \$500.00 (USD):** (a) Artworks and objects of art, including without limitation, original paintings, drawings, etchings, watercolors, tapestries and sculptures or prototypes; (b) Clocks, jewelry, including costume jewelry, furs, and fur-trimmed clothing; (c) Personal effects, including without limitation, papers and documents; or (d) Coin money, currency, gift certificates, debit cards, credit cards, and any other items of extraordinary value. (e) For unmarked, unlabeled and improperly packaged television monitors, the maximum liability is the lesser of \$3.00 (USD) per pound or the actual invoice price.

Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by Freeman for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. In any event, (excluding small package program shipments) **Freeman's MAXIMUM LIABILITY WILL NEVER BE MORE THAN \$100,000 PER SHIPMENT.** Shipper understands that even if Shipper is not able to participate or fully participate in a Show due to loss of, theft of, or damage to their property, Freeman shall not be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, loss of use damages, loss of profits damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, or damages for failure of performance, breach of contract damages, fraud damages, or any other sort of damage for tort or breach of contract. This limitation shall bind the parties: **(a) WHENEVER OR WHEREVER THE CLAIMED LOSS OR DAMAGE MAY OCCUR; (b) EVEN THOUGH THE ALLEGED LOSS OR DAMAGE IS CLAIMED TO RESULT FROM NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, BREACH OF CONTRACT, BREACH OF STATUTE OR REGULATION, OR ANY OTHER LEGAL THEORY OR CAUSE, AND; (c) EVEN THOUGH FREEMAN MAY HAVE BEEN ADVISED OR BE ON NOTICE OF THE POSSIBILITY OR EVEN THE PROBABILITY OF SUCH DAMAGES.**

### 9. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

(a) Shipper must pay in full for the services rendered under this Agreement at the time the services are requested. The existence of a dispute between Shipper and Freeman relative to any claim or other matter shall have no bearing on this duty of payment. No claim may be submitted by or on behalf of Shipper to Freeman unless Shipper's account is current.

(b) Shipper understands and acknowledges that Freeman does not accept or transport illegal or hazardous materials of any kind or nature. Shipper warrants and will ensure that its property is inert, and contains no Hazardous Substances, Hazardous Materials, Chemicals, Gasses, Explosives, Radioactive Materials, Biologically hazardous agents, or any other substance, matter or object in any form that could pose a threat to the health or safety of Freeman persons, property, or the public welfare in general. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

(c) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following: Shipper's negligence, willful misconduct, or deliberate act; Shipper's violation of Federal, State, County or Local ordinances; Shipper's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management; and/or Shipper's failure to comply with subsection (b) of this section regarding the inclusion of any dangerous substances in the property placed with Freeman.

**10. CLAIMS.** Claims must be filed in writing within nine (9) months after the date of delivery of the property (or in the case of export traffic, within nine (9) months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss, damage, or delay shall be instituted against Freeman no later than two (2) years and one (1) day from the day when written notice is given by Freeman to the claimant that Freeman has disallowed the claim or any part or parts of the claim specified in the notice. Shipper shall deliver notice of claim for loss or damage by hand, U.S. mail, courier, facsimile, or electronic means to Sedgwick, PO Box 14151, Lexington, KY 40512-4151 as soon as loss or damage is discovered. The notice of claim shall invite a prompt joint survey of the damage, at a time and place to be agreed between the parties, and such survey shall go forward promptly. However, if in any case the property is received by the Consignee or the Consignee's agent without notice of loss or damage to property being served on Freeman within 5 business days of the receipt of the property, it is agreed between Freeman and Shipper that in that instance the presumption shall arise that the property was delivered in proper quantity and in good condition. Notice of concealed damage must be confirmed in writing or via e-mail at [exhibit.transportation@freeman.com](mailto:exhibit.transportation@freeman.com) within 5 business days of receipt of the property. If Carrier schedules an inspection, claimant must hold the shipping container, all packaging material and contents in the same condition as they were in when damage was discovered. Claims filed more than nine (9) months following the date on which the property was delivered or should have been delivered are agreed to be forever time barred.

For shipping containers designed for repeated use (tradeshow cases, totes, crates), Freeman shall have no liability for superficial damage to said containers in the form of scuffs, scratches, dents or dings. Freeman will only accept liability for "catastrophic" damage to these shipping containers (crushing, puncture, or complete destruction). Freeman's maximum liability in cases of "catastrophic" damage or total loss will be limited to a depreciated value of the container based on the time elapsed from the original purchase and the purchase price established on the provided original invoice. This maximum liability will be subject to all other applicable limits of liability such as repair costs.

**11. CHOICE OF FORUM / ARBITRATION.** THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF CONTRACT, TORT, COMMON LAW OR RELATING TO THE ENFORCEMENT OR INTERPRETATION OF THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

**12. MISCELLANEOUS.** (a) Shipper warrants the accuracy of the weight and dimension data furnished in this Contract; (b) Shipper understands that once its property is shipped by Freeman pursuant to the instructions contained in this Contract, Shipper has no right to control the shipment, stop the shipment in transit, or divert or reschedule same. (c) Shipper agrees that this Contract may be provided to any third party, including common or contract carriers of cargo by air, water, rail, or road, for the purpose of confirming the right of Freeman to control the handling of the property and all matters related to payment for the shipment. Shipper agrees that all shipments are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

**13. SMALL PACKAGE PROGRAM.** If items shipped via Freeman's Small Packages program are lost, damaged or destroyed while in Freeman's possession, **FREEMAN'S MAXIMUM LIABILITY SHALL BE \$100 per package UNLESS AT THE TIME OF SHIPMENT SHIPPER MAKES A DECLARATION OF VALUE IN THE SPACE DESIGNATED ON THE SHIPPING INSTRUCTIONS AND PAYS THE APPROPRIATE VALUATION CHARGE.** If small packages are received by the Shipper and notice of loss or damage is not received by Freeman within 15 days of the delivery of the property, the parties agree that the presumption shall arise that the property was delivered in proper quantity and in good condition.