## Exhibiting Company Name: Booth #:

<table>
<thead>
<tr>
<th>Packages</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apple iPad with Floor Stand - White</td>
<td></td>
<td>$225.00</td>
<td>$292.50</td>
<td></td>
</tr>
<tr>
<td>32&quot; Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player</td>
<td></td>
<td>$540.00</td>
<td>$702.00</td>
<td></td>
</tr>
<tr>
<td>42&quot; Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player</td>
<td></td>
<td>$655.00</td>
<td>$855.00</td>
<td></td>
</tr>
<tr>
<td>46&quot; Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player</td>
<td></td>
<td>$780.00</td>
<td>$1,014.00</td>
<td></td>
</tr>
<tr>
<td>55&quot; Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player</td>
<td></td>
<td>$1,090.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Flat Screen Monitors</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>24&quot; Flat Screen - 1080P, with Dell Sound Bar - Choose One: Table Top-or-Wall Mounted</td>
<td></td>
<td>$220.00</td>
<td>$286.00</td>
<td></td>
</tr>
<tr>
<td>32&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top-or-Wall Mounted</td>
<td></td>
<td>$360.00</td>
<td>$468.00</td>
<td></td>
</tr>
<tr>
<td>42&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top-or-Wall Mounted</td>
<td></td>
<td>$475.00</td>
<td>$617.50</td>
<td></td>
</tr>
<tr>
<td>46&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top-or-Wall Mounted</td>
<td></td>
<td>$590.00</td>
<td>$767.00</td>
<td></td>
</tr>
<tr>
<td>55&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top-or-Wall Mounted</td>
<td></td>
<td>$900.00</td>
<td>$1,170.00</td>
<td></td>
</tr>
<tr>
<td>60&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top-or-Wall Mounted</td>
<td></td>
<td>$1,050.00</td>
<td>$1,365.00</td>
<td></td>
</tr>
<tr>
<td>70&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top-or-Wall Mounted</td>
<td></td>
<td>$1,350.00</td>
<td>$1,755.00</td>
<td></td>
</tr>
<tr>
<td>80&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top-or-Wall Mounted</td>
<td></td>
<td>$2,100.00</td>
<td>$2,730.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Touchscreen Displays</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mounting Bracket - (32”-80” Flat Screen) *Only required if providing your own Flat Screen</td>
<td></td>
<td>$115.00</td>
<td>$149.50</td>
<td></td>
</tr>
<tr>
<td>Single Post Stand - (up to 24” Flat Screen; Mounting Bracket Required - Charges May Apply)</td>
<td></td>
<td>$115.00</td>
<td>$149.50</td>
<td></td>
</tr>
<tr>
<td>Dual Post Stand - (32”-80” Flat Screen; Mounting Bracket Required - Charges May Apply)</td>
<td></td>
<td>$170.00</td>
<td>$221.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Touchscreen Package</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>32&quot; Touchscreen - Choose One: Table Top-or-Wall Mounted</td>
<td></td>
<td>$600.00</td>
<td>$780.00</td>
<td></td>
</tr>
<tr>
<td>46&quot; Touchscreen - Choose One: Table Top-or-Wall Mounted</td>
<td></td>
<td>$975.00</td>
<td>$1,267.50</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Packages</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desktop Computer with Monitor (3.2 GHz or faster)</td>
<td></td>
<td>$210.00</td>
<td>$273.00</td>
<td></td>
</tr>
<tr>
<td>Laptop Computer (Core i5/2.5ghz/4GB/300GBHD/DVD)</td>
<td></td>
<td>$250.00</td>
<td>$325.00</td>
<td></td>
</tr>
<tr>
<td>iPad</td>
<td></td>
<td>$135.00</td>
<td>$175.50</td>
<td></td>
</tr>
<tr>
<td>iPad Floor Stand - White</td>
<td></td>
<td>$115.00</td>
<td>$149.50</td>
<td></td>
</tr>
<tr>
<td>Apple 21.5” iMac (Intel Core 2 Duo/3.06 GHz)</td>
<td></td>
<td>$225.00</td>
<td>$292.50</td>
<td></td>
</tr>
<tr>
<td>Apple 15” MacBook Pro (2.3 GHz Quad Core with Thunderbolt)</td>
<td></td>
<td>$340.00</td>
<td>$442.00</td>
<td></td>
</tr>
<tr>
<td>Apple 17” MacBook Pro (2.3 GHz Quad Core with Thunderbolt)</td>
<td></td>
<td>$415.00</td>
<td>$539.50</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Equipment</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>USB Media Player</td>
<td></td>
<td>$90.00</td>
<td>$117.00</td>
<td></td>
</tr>
<tr>
<td>Choose: Blu-ray - or - DVD Player</td>
<td></td>
<td>$115.00</td>
<td>$149.50</td>
<td></td>
</tr>
<tr>
<td>Sound Bar - 2.1 Full Range, with Built-in Subwoofer</td>
<td></td>
<td>$60.00</td>
<td>$78.00</td>
<td></td>
</tr>
<tr>
<td>Small High Performance PA System (2 speakers, 1 Mixer/Amp)</td>
<td></td>
<td>$250.00</td>
<td>$325.00</td>
<td></td>
</tr>
<tr>
<td>Wireless Microphone - Choose One: Handheld -or- Headset -or- Lavalier</td>
<td></td>
<td>$180.00</td>
<td>$234.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quoted Equipment</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
</table>

**Early order rate is subject to a 30% increase when ordering equipment after January 19, 2020.**

### Total Your Order

<table>
<thead>
<tr>
<th>Equipment Sub-Total</th>
<th>Total Your Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>28% Handling Charge ($213.00 Min) Includes Delivery, Install &amp; Dismantle</td>
<td></td>
</tr>
<tr>
<td>Added Labor to Mount Client Owned Flat Screen to Stand ($75)</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CHARGES:**

**Please note for Monitor Stand & Mount Rentals: Additional labor may be required to mount client provided monitors**

**Please Electrical Services are not included in equipment pricing.**

---

Don't see what you are looking for? Please call to discuss the options!

**Proud to Serve as Your Official Event Technology Provider**

---

*Order By: January 19, 2020 to Receive Early Order Pricing!*

---

**ERIC DE LA OSSA**

eric.de-laossa@freeman.com

Phone: 714.448.2182
Fax: 469.621.5602

Online at: www.freeman.com
Contact Information

Your Name: 
Exhibiting Company Name: 
Company Address: City / State: Zip Code: 
Phone: Fax: 
Email: 
Third Party (If Applicable): 
Signature: 

Delivery Information

A representative must be in your booth at the time of delivery unless alternate arrangements are made.
Delivery subject to readiness of the booth structure and set-up. Please call us at 714.448.2182 with questions.

On-Site Contact Person: Cell Phone: 

Please Select Your Preferred Date and Time of Delivery (Choose One):

Monday, February 17, 2020
☐ 8am - 12pm ○ 1pm - 5pm
Tuesday, February 18, 2020
☐ 8am - 12pm ○ 1pm - 5pm

If You Have a Special Delivery Request, Please Note it Here:

Payment Information

Method of Payment (Choose One):

☐ Credit Card * In an effort to maximize the security of customer payments, a Freeman representative will include a link to our secure portal to provide credit card payment, with your order confirmation.

☐ Check *Checks must be in U.S. funds drawn on a U.S. or Canadian bank. "U.S. Funds" must be pre-printed on Canadian checks.

☐ Key Account *Key Account customers have been pre-approved with net 30 terms.

☐ Bank Transfer * Please reference the Show Name and Booth Number so we may properly credit your account.

Wire Transfer: Bank Transfer to Bank of America, N.A.; Dallas, TX
ABA#: 026-009-593, ACCT #: 4426831545 Freeman Audio Visual, Inc.
Physical address routing identifiers: 100 West 33rd Street, New York, NY

International Wire Transfer
Swift Code: BOFAUS3N ACCT # 4426831545 Freeman Audio Visual, Inc.
CHIPS address: 0959 Freeman Audio Visual, Inc.
Physical address for international routing identifiers: 100 West 33rd Street, New York, NY

ACH Direct Deposit
ABA# 111-000-012 ACCT # 4426831545 Freeman Audio Visual, Inc.
ABA routing transit number physical bank address: 901 Main Street, Dallas,TX

Note: Customers assume responsibility for any bank processing fees.

** For your convenience, Freeman will use your authorization to charge your credit card account for advanced and on site orders placed by your company representative. These charges may include all Freeman companies, or any charges which Freeman may be obligated to pay on behalf of the Exhibitor including without limitation, any shipping charges.
** All payments must be made in advance in US funds.
**Full payment, including any applicable tax, is due at the time the order is placed.

Cancellation Policy: Any cancellation must be received within 7 days of show open to avoid being charged one day’s rental rate. Cancellations after delivery will result in a day’s charge and labor incurred.
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.

PAYMENT TERMS

Full payment, including any applicable tax, is due in advance or at show site. All payments must be in U.S. secure 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 charges as indicated on each order form. Payment for Audio Visual services and equipment is due in advance of move-in, unless otherwise agreed in writing with Freeman. 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 (excluding Audio Visual equipment and computers) include delivery, installation, and removal from EXHIBITOR'S booth. Rental prices on Audio Visual equipment and computers do not include labor, delivery, electrical services or removal of the equipment from the booth. In case of cancellation of any orders or services by EXHIBITOR, a one-hour “per person” 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. Audio Visual orders cancelled within 7 days from the show opening date will be charged a one-day rental rate on equipment. On-site cancellation of Audio Visual services will result in a one-day rental charge of equipment and any applicable labor. 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 billing 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 EXHIBITOR’S estimate of charges and the actual charges incurred by EXHIBITOR, 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

IF FREEMAN PROVIDES ELECTRICAL SERVICES, 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 ITSELF CONTROL AND EXHIBITOR AGREES TO HOLD FREEMAN, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM SUCH POWER LOSS. 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 ACTS OR OMISSIONS UNDER THIS AGREEMENT. PLEASE NOTE THAT ELECTRICAL SERVICES ARE NOT AUTOMATICALLY INCLUDED IN AUDIO VISUAL RENTALS AND MUST BE ORDERED SEPARATELY FROM THE DESIGNATED ELECTRICAL PROVIDER.

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. IF ANY LABOR SECURED THROUGH FREEMAN IS CONDUCTING OVERHEAD WORK, THE EXHIBITOR IS RESPONSIBLE FOR ENSURING THAT EVERYONE IN THE AREA OF OVERHEAD WORK IS WEARING A HARD HAT. IF THE EXHIBITOR DOES NOT HAVE ITS OWN HARD HATS, FREEMAN CAN ASSIST WITH OBTAINING THEM. 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 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 considered as your acceptance of the following conditions are met: This Material Handling Agreement is between Freeman, a division of Freeman’s Show Group, doing business as Freeman, or its assigns, and from any 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, affiliates, 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 not bearing Exhibitor’s name or address. 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 representatives. All such labels must be removed or replaced. 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 assumes no responsibility 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 MA’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. Freeman is not responsible for damage to goods in cold storage or accessible storage.

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 is not the custodian or the carrier under an escrow 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 or liable for any loss, damage, theft, or disappearance of Exhibitor’s materials that arise 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 be under the exclusive supervision of 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 or liable for any loss, damage, theft, or disappearance of Exhibitor’s materials that arise out of improperly loaded or labeled materials.

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. Freeman 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 Exhibitor’s materials and Exhibitor’s sole and exclusive remedy is limited to $5.00 (USD) per pound per article with a maximum liability of $100.00 (USD) per item, or $1,500.00 (USD) per shipment whichever is less. 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 are proximate, direct, or proximate 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 tort or any other theory. The above limitation of liability 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 be sold or otherwise disposed of by Freeman as a result of this Contract or otherwise.

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 costs) of any kind or character related to the 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 certified or registered 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.

12. Lien. Exhibitor grants Freeman a security interest in and a lien on all of Exhibitor’s materials that are 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 certified or registered 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 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.

14. Driver Liability Waiver. In consideration of Freeman permitting Entrant 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 you/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 dangers 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 premises.
In this Contract, “Freeman” means Freeman Decorating Services, Inc., and its respective employees, officers, directors, agents, successors, and affiliated companies, 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, directors, agents, successors, and 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. “Consignment” shall mean a contract, of which this Contract is a part, for the 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 damage investigation, the damage present a valid claim to the extent identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: catastrophic damage, loss of use damages, loss of profits damages, business interruption damages, special damages, damages arising from the presence of a dispute between Shipper and Freeman relative to any claim or other matter shall have no bearing on the existence of a dispute between Shipper and Freeman relative to any claim or other matter shall have no bearing on the execution of any written or oral power of attorney, tender of title, or similar instrument. 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.

7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

(a) Shipper understands and acknowledges that Freeman does not accept or transport illegal, dangerous or hazardous materials or nature. Shipper warrants and covenants that its property is inert, and contains no hazardous materials, Hazardous Materials, Chemicals, Explosives, Radioactive Materials, Biologicals, 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.
(b) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all claims, losses, expenses, including (but not limited to reasonable attorneys' fees and investigation costs) on account of personal injury or property damage,
(c) Shipper shall defend and indemnify Freeman from any and all claims, losses, expenses, judgments, (c) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all claims, losses, expenses, judgments, and other inherent fragile or unique items, including prototypes, etc.

8. CLAIMS.

(a) Whenever or wherever the claimed loss or damage may occur; (b) except for Freeman's failure to deliver in accordance with the Guaranteed Service section of the Service Guide, Freeman shall not be liable for misdelivery, incomplete or otherwise inadequate delivery (including but not limited to Freeman's failure to deliver to the proper location, incomplete routing, or failure to deliver on delivery or return due to the Consignee refusing a shipment tendered for delivery or if Freeman is responsible 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 damage investigation, the damage present a valid claim to the extent identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: catastrophic damage, loss of use damages, loss of profits damages, business interruption damages, special damages, damages arising from the presence of any dangerous substances in the property placed with Freeman.

9. CHOICE OF FORUM:

The Parties agree that this Agreement regarding the inclusion of any dangerous substances in the property placed with Freeman.

7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

(a) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all claims, losses, expenses, judgments, and other inherent fragile or unique items, including prototypes, etc.

8. CLAIMS.

(a) Whenever or wherever the claimed loss or damage may occur; (b) except for Freeman's failure to deliver in accordance with the Guaranteed Service section of the Service Guide, Freeman shall not be liable for misdelivery, incomplete or otherwise inadequate delivery (including but not limited to Freeman's failure to deliver to the proper location, incomplete routing, or failure to deliver on delivery or return due to the Consignee refusing a shipment tendered for delivery or if Freeman is responsible 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 damage investigation, the damage present a valid claim to the extent identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: catastrophic damage, loss of use damages, loss of profits damages, business interruption damages, special damages, damages arising from the presence of any dangerous substances in the property placed with Freeman.

9. CHOICE OF FORUM:

The Parties agree that this Agreement regarding the inclusion of any dangerous substances in the property placed with Freeman.

7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

(a) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all claims, losses, expenses, judgments, and other inherent fragile or unique items, including prototypes, etc.

8. CLAIMS.

(a) Whenever or wherever the claimed loss or damage may occur; (b) except for Freeman's failure to deliver in accordance with the Guaranteed Service section of the Service Guide, Freeman shall not be liable for misdelivery, incomplete or otherwise inadequate delivery (including but not limited to Freeman's failure to deliver to the proper location, incomplete routing, or failure to deliver on delivery or return due to the Consignee refusing a shipment tendered for delivery or if Freeman is responsible 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 damage investigation, the damage present a valid claim to the extent identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: catastrophic damage, loss of use damages, loss of profits damages, business interruption damages, special damages, damages arising from the presence of any dangerous substances in the property placed with Freeman.

9. CHOICE OF FORUM:

The Parties agree that this Agreement regarding the inclusion of any dangerous substances in the property placed with Freeman.

7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

(a) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all claims, losses, expenses, judgments, and other inherent fragile or unique items, including prototypes, etc.

8. CLAIMS.

(a) Whenever or wherever the claimed loss or damage may occur; (b) except for Freeman's failure to deliver in accordance with the Guaranteed Service section of the Service Guide, Freeman shall not be liable for misdelivery, incomplete or otherwise inadequate delivery (including but not limited to Freeman's failure to deliver to the proper location, incomplete routing, or failure to deliver on delivery or return due to the Consignee refusing a shipment tendered for delivery or if Freeman is responsible 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 damage investigation, the damage present a valid claim to the extent identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: catastrophic damage, loss of use damages, loss of profits damages, business interruption damages, special damages, damages arising from the presence of any dangerous substances in the property placed with Freeman.

9. CHOICE OF FORUM:

The Parties agree that this Agreement regarding the inclusion of any dangerous substances in the property placed with Freeman.

7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

(a) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all claims, losses, expenses, judgments, and other inherent fragile or unique items, including prototypes, etc.

8. CLAIMS.

(a) Whenever or wherever the claimed loss or damage may occur; (b) except for Freeman's failure to deliver in accordance with the Guaranteed Service section of the Service Guide, Freeman shall not be liable for misdelivery, incomplete or otherwise inadequate delivery (including but not limited to Freeman's failure to deliver to the proper location, incomplete routing, or failure to deliver on delivery or return due to the Consignee refusing a shipment tendered for delivery or if Freeman is responsible 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 damage investigation, the damage present a valid claim to the extent identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: catastrophic damage, loss of use damages, loss of profits damages, business interruption damages, special damages, damages arising from the presence of any dangerous substances in the property placed with Freeman.

9. CHOICE OF FORUM:

The Parties agree that this Agreement regarding the inclusion of any dangerous substances in the property placed with Freeman.

7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

(a) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all claims, losses, expenses, judgments, and other inherent fragile or unique items, including prototypes, etc.

8. CLAIMS.

(a) Whenever or wherever the claimed loss or damage may occur; (b) except for Freeman's failure to deliver in accordance with the Guaranteed Service section of the Service Guide, Freeman shall not be liable for misdelivery, incomplete or otherwise inadequate delivery (including but not limited to Freeman's failure to deliver to the proper location, incomplete routing, or failure to deliver on delivery or return due to the Consignee refusing a shipment tendered for delivery or if Freeman is responsible 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 damage investigation, the damage present a valid claim to the extent identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: catastrophic damage, loss of use damages, loss of profits damages, business interruption damages, special damages, damages arising from the presence of any dangerous substances in the property placed with Freeman.

9. CHOICE OF FORUM:

The Parties agree that this Agreement regarding the inclusion of any dangerous substances in the property placed with Freeman.
1. DEFINITIONS. In this Contract, “Freeman” means Freeman Expositions, Inc. and its respective 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 its officers, employees, agents, principals, and assigns who may possess, control, or own the property. The term “Freeman” or “Shipper” shall include their respective employees, officers, directors, agents, assigns, affiliated companies, and related entities, as well as any contractors appointed by Freeman.

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. The provisions of this Contract shall supercede the provisions of any other Contract that may have been presented to, followed by, or furnished to Shipper. In the event of any conflict or disagreement, the provisions of this Contract shall govern.

3. FREEMAN’S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED. 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, loss of use, work slowdown or stoppage, power failure, breakdown of plant or machinery, factory failure, fire, flood, acts of nature, declarations of war, terrorism, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, act of any government or public authority, or any other cause, if the loss or damage is the result of such cause. 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 liable for delay caused by highways, bridges, or ferries, or caused by breakdown or mechanical defects of vehicles or equipment, or from any cause other than the negligence of Freeman.

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 acceptance of a package or any procedure or practice that Shipper might use for the property. Freeman shall not be responsible for damage to loose or unattached materials, palletized or shelf-stored materials, or those packaged on an otherwise unsafe structure or for any loss or claim of property packaged or wrapped for transportation by forklift and similar means. General guidance as to acceptable packaging system and procedures for handling and loading to minimize the risk of loss and damage, 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 controls, or in refrigerated, heated, or specially ventilated trailers. Physical possession of Freeman for inbound shipments and after loading on the applicable carrier for outbound shipments, and the responsibility for any loss, damage, or delay of such perishable goods, shall be 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.

6. REFUSED SHIPMENTS. If the Consignee refuses a shipment tendered for delivery or if Freeman is unable to deliver a shipment because the property is non-declared in quantity and in good condition, Freeman’s liability shall be limited to the value of the shipment.

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, damaged, or delayed, Freeman’s maximum liability shall be the amount of the fair market value of the property lost, stolen, damaged, or delayed. Freeman’s maximum liability shall be the amount of the fair market value of the property lost, stolen, damaged, or delayed. Freeman’s maximum liability shall be the amount of the fair market value of the property lost, stolen, damaged, or delayed.