

# F R E E M A N

9900 Business Parkway  
Lanham, MD 20706  
(301) 918-7900 • Fax: (301) 459-0611  
FreemanWashingtonES@freemanco.com

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

NAME OF SHOW: **2007 AIR & SPACE CONFERENCE & TECHNOLOGY EXPO / SEPTEMBER 24-26, 2007**

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

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

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

For Assistance, please call 301-918-7975 to speak with one of our experts.

**Let Freeman OnLine® estimate your material handling charges for you.** Log on to [www.myfreemanonline.com](http://www.myfreemanonline.com), select your show and click on "Estimate My Material Handling Costs". From Freeman OnLine® you can print extra shipping labels, get tips on how to package your freight and much more.

## MATERIAL HANDLING SERVICES

- CRATED:** Material that is skidded or is in any type of shipping container that can be unloaded at the dock with no additional handling required.
- SPECIAL HANDLING:** Material delivered by a carrier in such a manner that it requires additional handling, such as ground unloading, stacked or constricted space unloading, designated piece unloading, shipment integrity, alternate delivery location, loads mixed with pad wrapped material, carpet and/or pad only shipments, no documentation and shipments that require additional time, equipment or labor to unload. **Federal Express** and **UPS** are included in this category due to their delivery procedures.
- UNCRATED:** Material that is shipped loose or pad-wrapped, and/or unskidded machinery without proper lifting bars or hooks.
- STRAIGHT TIME:** 8:00 A.M. to 5:00 P.M. Monday through Friday
- OVERTIME:** 5:00 P.M. to 8:00 A.M. Monday through Friday, all day Saturday, Sunday, and Holidays (Overtime will be applied to all freight received at the warehouse and/or show site that must be moved into or out of booth during above listed times.)

| Description | Price Per CWT | 100 lb. Minimum |
|-------------|---------------|-----------------|
|-------------|---------------|-----------------|

### RATE CLASSIFICATIONS:

#### Warehouse Shipment (100 lb. minimum)

|                                 |          |
|---------------------------------|----------|
| Crated or Skidded Shipment..... | \$ 48.00 |
| Special Handling Shipment.....  | \$ 68.75 |

#### NO LOOSE SHIPMENTS ACCEPTED AT WAREHOUSE

#### \*TARGETED DRAYAGE ROUNDTRIP (100 lb. minimum)

|                                       |          |
|---------------------------------------|----------|
| Crated or Skidded Shipment.....       | \$ 65.00 |
| Special Handling Shipment.....        | \$ 82.75 |
| Uncrated or Pad Wrapped Shipment..... | \$ 92.50 |

\*Driver does NOT check in at the Marshaling Yard and MEETS their TARGETED timeslot at the dock

#### ADDITIONAL SURCHARGES:

#### Shipment Delivered after Deadline Date (in addition to above rates)

|  |          |
|--|----------|
| Warehouse Shipment after <b>SEPTEMBER 14, 2007</b> ..... | \$ 16.25 |
| Show Site Shipment after <b>SEPTEMBER 23, 2007</b> ..... | \$ 16.25 |

#### Overtime Charge - Inbound (in addition to above rates)

|                                       |          |
|---------------------------------------|----------|
| Crated or Skidded Shipment.....       | \$ 16.25 |
| Special Handling Shipment.....        | \$ 18.50 |
| Uncrated or Pad Wrapped Shipment..... | \$ 21.00 |

#### Overtime Charge - Outbound (in addition to above rates)

|                                       |          |
|---------------------------------------|----------|
| Crated or Skidded Shipment.....       | \$ 16.25 |
| Special Handling Shipment.....        | \$ 18.50 |
| Uncrated or Pad Wrapped Shipment..... | \$ 21.00 |

#### \*\*\*Penalty Targeted Drayage Charge

|                                       |           |
|---------------------------------------|-----------|
| Crated or Skidded Shipment.....       | \$ 72.25  |
| Special Handling Shipment.....        | \$ 88.00  |
| Uncrated or Pad Wrapped Shipment..... | \$ 101.00 |

\*\*\*Driver does NOT check in at the Marshaling Yard and/or MISSES their TARGETED timeslot at the dock

| Description       | Weight  | CWT | Price per CWT | Estimated Total Cost (100 lb. Min.) |
|-------------------|---------|-----|---------------|-------------------------------------|
|                   | ÷ 100 = |     |               |                                     |
| <b>Surcharges</b> | ÷ 100 = |     |               |                                     |

### Tips to Save on Material Handling

- **Consolidate shipments** - when total weight is less than 100 lbs. For Example:

3 Separate Shipments  
60 lbs. charged @ 100 lbs. \$ 48.00  
52 lbs. charged @ 100 lbs. \$ 48.00  
65 lbs. charged @ 100 lbs. \$ 48.00 = \$144.00

1 Consolidated Shipment  
3 pieces (1 shipment)  
95 lbs. charged @ 100 lbs = \$48.00

**Added benefit** - your shipments are less likely to get misplaced if they are packaged together with larger items.

|              |  |
|--------------|--|
| 0.00% Tax    |  |
| <b>Total</b> |  |

# SPECIAL HANDLING DEFINITIONS

for frequently asked questions and material handling estimator tools, go to [www.myfreemanonline.com](http://www.myfreemanonline.com)

Special handling applies to shipments that are loaded by cubic space and/or packed in such a manner as to require additional labor/handling, such as ground unloading, constricted space unloading, designated piece unloading, carpet/pad only shipments or stacked shipments. Also included are shipment integrity, alternate delivery locations, mixed shipments, and shipments without individual bills of lading. Shipments loaded in this manner require additional time, labor, or equipment, to unload, sort and deliver.

## **What is Ground Loading/Unloading?**

Vehicles that are not dock height, preventing the use of loading docks, such as U-hauls, flat bed trailers, double drop trailers, company vehicles with trailers that are not dock level, etc.

## **What is Constricted Space Loading/Unloading?**

Trailer loaded "high and tight" shipments that are not easily accessible. Freight is loaded to full capacity of trailer – top to bottom, side to side. One example of this is freight that is loaded down one side of a trailer that must be bypassed to reach targeted freight.

## **What is Designated Piece Loading/Unloading?**

Drivers that require the loading crew to bring multiple pieces of the freight to the rear of the trailer to select the next piece, having to remove freight from the trailer then reload to fit or the trailer must be loaded in a sequence to ensure all items fit.

## **What are Stacked Shipments?**

Shipments loaded in such a manner requiring multiple items to be removed to ground level for delivery to booth. Stacked or "cubed out" shipments, loose items placed on top of crates and/or pallets constitute special handling.

## **What is Shipment Integrity?**

Shipment integrity involves shipments on a carrier that are intermingled, or delivered in such a manner that additional labor is needed to sort through and separate the various shipments on a truck for delivery to our customers.

## **What is Alternate Delivery Location?**

Alternative delivery location refers to shipments that are delivered by a carrier that requires us to deliver some shipments to different levels in the same building, or to other buildings in the same facility.

## **What are Mixed Shipments?**

Mixed shipments are defined as shipments of mixed crated and uncrated goods, where the percentage of uncrated is minimal and does not warrant the full uncrated rate for the shipment, but does require special handling. Freeman defines special handling for mixed loads as having less than 50% of the volume as uncrated.

## **What does it mean if I have "No Documentation"?**

Shipments arrive from a small package carrier (including, among others, Federal Express and UPS) without an individual Bill of Lading, requiring additional time, labor and equipment to process.

## **What about carpet only shipments?**

Shipments that consist of carpet and/or carpet padding only require special handling because of additional labor and equipment to unload.

## **What is the difference between Crated and Uncrated Shipments?**

Crated shipments are those that are packed in any type of shipping container that can be unloaded at the dock with no additional handling required. Such containers include crates, fiber cases, cartons, and properly packed skids. An uncrated shipment is material that is shipped loose or pad-wrapped, and/or unskidded without proper lifting bars and hooks.

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

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

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

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

## **FORKLIFT RIGGING EQUIPMENT AND LABOR**

**Straight Time -** 8:00 A.M. to 5:00 P.M. Monday through Friday

**Overtime -** 5:00 P.M. to 8:00 A.M. Monday through Friday

All Day Saturday and Sunday

**Double Time -** All recognized holidays

- **Show site prices will apply to all labor orders placed at show site**
- Start time guaranteed only at start of working day
- One hour minimum - labor thereafter is charged in half (1/2) hour increments
- Supervisor must check in at Service Desk to pick up labor
- When scheduling dismantle labor, be sure to allow sufficient time for empty containers to be returned to your booth

| Part#                 | Description                                      | Advance Price | Show Site Price |
|-----------------------|--|---------------|-----------------|
| <b>FORKLIFT LABOR</b> |  |               |                 |
| 304050                | Forklift w/operator - up to 5,000 lbs - ST.....  | \$ 210.00     | \$ 273.00       |
| 304051                | Forklift w/operator - up to 5,000 lbs - OT.....  | \$ 246.00     | \$ 320.00       |
| 3040100               | Forklift w/operator - up to 10,000 lbs - ST..... | \$ 245.00     | \$ 319.00       |
| 3040101               | Forklift w/operator - up to 10,000 lbs - OT..... | \$ 280.00     | \$ 364.00       |
| 3040150               | Forklift w/operator - up to 15,000 lbs - ST..... | \$ Quoted     | \$ Quoted       |
| 3040151               | Forklift w/operator - up to 15,000 lbs - OT..... | \$ Quoted     | \$ Quoted       |
| 3040300               | Forklift w/operator - up to 30,000 lbs - ST..... | \$ Quoted     | \$ Quoted       |
| 3040301               | Forklift w/operator - up to 30,000 lbs - OT..... | \$ Quoted     | \$ Quoted       |
| 304040                | Forklift w/operator - 4-Stage - ST.....          | \$ 245.00     | \$ 319.00       |
| 304041                | Forklift w/operator - 4-Stage - OT.....          | \$ 280.00     | \$ 364.00       |
| 3090600               | Man cage for Forklift .....                      | \$ 25.00      | \$ 32.50        |
| 3090700               | Boom for Forklift .....                          | \$ 25.00      | \$ 32.50        |
| <b>RIGGING LABOR</b>  |  |               |                 |
| 3020200               | Rigger Foreman - ST.....                         | \$ 70.00      | \$ 91.00        |
| 3020201               | Rigger Foreman - OT .....                        | \$ 101.00     | \$ 131.50       |
| 3020202               | Rigger Foreman - Holiday .....                   | \$ 141.50     | \$ 184.00       |
| 3020100               | Rigger - ST.....                                 | \$ 69.00      | \$ 89.70        |
| 3020101               | Rigger - OT.....                                 | \$ 99.00      | \$ 128.70       |
| 3020102               | Rigger - DT.....                                 | \$ 141.50     | \$ 184.00       |

### **INSTALLATION**

| Part #                          | Description | Date | Start Time | # of Equip/ Person | Approx Hrs per Person | Total Hours | Hourly Rate  | Estimated Total Cost |
|---------------------------------|-------------|------|------------|--------------------|-----------------------|-------------|--------------|----------------------|
|                                 |             |      |            |                    |                       |             |              |                      |
| Describe work to be done: _____ |             |      |            |                    |                       |             | Sub-Total    |                      |
| _____                           |             |      |            |                    |                       |             | Tax          | N/A                  |
| _____                           |             |      |            |                    |                       |             | <b>Total</b> |                      |

### **DISMANTLE**

| Part #                          | Description | Date | Start Time | # of Equip/ Person | Approx Hrs per Person | Total Hours | Hourly Rate  | Estimated Total Cost |
|---------------------------------|-------------|------|------------|--------------------|-----------------------|-------------|--------------|----------------------|
|                                 |             |      |            |                    |                       |             |              |                      |
| Describe work to be done: _____ |             |      |            |                    |                       |             | Sub-Total    |                      |
| _____                           |             |      |            |                    |                       |             | Tax          | N/A                  |
| _____                           |             |      |            |                    |                       |             | <b>Total</b> |                      |

FREEMAN forklift / rigging labor

**OUTBOUND MATERIAL HANDLING  
AND SHIPPING LABELS**

**F R E E M A N**

9900 Business Parkway  
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FREEMAN outbound shipping

NAME OF SHOW: **2007 AIR & SPACE CONFERENCE & TECHNOLOGY EXPO / SEPTEMBER 24-26, 2007**

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

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

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

For Assistance, please call (301) 918-7900 to speak with one of our experts.

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

**EVERY OUTBOUND SHIPMENT WILL REQUIRE A MATERIAL HANDLING AGREEMENT AND LABELS. WE WOULD BE HAPPY TO PREPARE THESE FOR YOU IN ADVANCE AND WILL DELIVER THEM TO YOUR BOOTH AT SHOW SITE TO REVIEW AND SIGN. TO TAKE ADVANTAGE OF THIS SERVICE, PLEASE COMPLETE AND RETURN THIS FORM.**

**SHIPPING INFORMATION**

**FROM:** SHIPPER/EXHIBITOR NAME: \_\_\_\_\_

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

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

**SHIP TO:** COMPANY NAME: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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

PHONE#: \_\_\_\_\_ ATTN: \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_

**METHOD OF SHIPMENT**

PLEASE CHECK DESIRED METHOD OF SHIPMENT BELOW

**FREEMAN EXHIBIT TRANSPORTATION**

- 1 Day: Delivery next business day
- 2 Day: Delivery by 5:00 P.M. second business day
- Expedited
- Deferred: Delivery within 3-4 business days
- Standard Ground
- Specialized: Pad wrapped, uncrated, or truckload

OTHER COMMON CARRIER \_\_\_\_\_

OTHER VAN LINE \_\_\_\_\_

OTHER AIR FREIGHT \_\_\_\_\_

- Next Day
- 2nd Day
- Deferred

CARRIER PHONE #: \_\_\_\_\_

Once your shipment is packed and ready to be picked up, please return the Material Handling Agreement to the Exhibitor Services Center.

Verify the piece count, weight and that a signature is on the Material Handling Agreement prior to shipping out.

**SHIPMENTS WITHOUT PAPERWORK TURNED IN WILL BE RETURNED TO OUR WAREHOUSE AT EXHIBITOR'S EXPENSE.**

Freeman will make arrangements for all Freeman Exhibit Transportation shipments. Arrangements for pick-up by other carriers is the responsibility of the exhibitor. During exhibitor move-out, when time permits, Freeman will attempt a courtesy phone call to your carrier to confirm the scheduled pick-up.

**DESIRED NUMBER OF LABELS:** \_\_\_\_\_

# MATERIAL HANDLING

## 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 MATERIAL HANDLING SERVICE AGREEMENT IS SIGNED; OR
- EXHIBITOR'S MATERIALS ARE DELIVERED TO FREEMAN'S WAREHOUSE OR TO A SHOW OR EXPOSITION SITE FOR WHICH FREEMAN IS THE OFFICIAL SHOW CONTRACTOR; OR
- AN ORDER FOR LABOR AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH FREEMAN

**1. DEFINITIONS.** For purposes of this Contract "FREEMAN" or "The Freeman Companies" means Freeman Decorating Services, Inc. Freeman Decorating Ltd., Freeman Exhibit A.V.W.-TELAV Inc. 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")

**2. PACKAGING AND CRATES.** 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 materials. In addition, 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 fork-lift and similar means

**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
- 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 SHIPMENT(S).** Consistent with trade show industry practices there may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of EXHIBITOR or its representative, and during such time the materials will be left unattended. FREEMAN WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER SAME HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT SHOW SITE. FREEMAN highly recommends the securing of security services from Facility or Show Management

**5. OUTBOUND SHIPMENT(S).** Consistent with trade show industry practices there may be a lapse of time between the completion of packing and the actual pick-up of materials from the booths for loading onto a carrier and during such time the materials will be left unattended. FREEMAN WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS BEFORE SAME HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. FREEMAN highly recommends the securing of security services from Facility or Show Management. All Material Handling Agreements 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

**6. 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 materials

**7. DESIGNATED CARRIERS.** In order to expedite removal of materials from show site as required by Show Management and/or the facility, 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

**8. FREEMAN'S RESPONSIBILITIES.** FREEMAN shall be responsible only for those services which it directly provides. FREEMAN assumes no responsibility for any persons, parties, or other contracting firms not under FREEMAN'S direct supervision and control. FREEMAN'S performance hereunder is subject to, and FREEMAN shall not be responsible for loss, delay or damage due to, strike, lockouts, 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 materials

**9. INSURANCE.** It is understood that FREEMAN is not an insurer. Insurance on exhibit materials, if any, shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide FREEMAN with a release of subrogation to the extent of any insurance settlement received

**10. 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 conclusion of the show or exposition. (For purposes of claim reporting, the "conclusion" of the show shall be construed as the time when EXHIBITOR'S materials are delivered to the carrier for transportation from the 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, or any partial 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 \$ 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 less

**(c) BREACH OF CONTRACT AND/OR NEGLIGENCE ONLY.** FREEMAN'S liability shall be limited to any loss or damage which results solely from FREEMAN'S NEGLIGENCE in the actual physical handling of the items comprising EXHIBITOR'S shipment(s) OR which results from BREACH OF THIS CONTRACT and not for any other type of loss or damage. 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, or for any damages caused by EXHIBITOR'S failure to perform EXHIBITOR'S responsibilities. Such excluded damages include but are not limited to loss of profits, loss of use, interruption of business or other consequential or indirect economic losses

**11. 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

**12. JURISDICTION / 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 OR RELATING TO 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 Contract or the breach thereof shall be 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

**13. INDEMNIFICATION.** EXHIBITOR agrees to indemnify and forever hold harmless FREEMAN and 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:

- EXHIBITOR'S negligent supervision of any labor secured through FREEMAN, or the negligent supervision of such labor by any of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC);
- 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 exposition to which this Contract relates, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of FREEMAN'S equipment;
- EXHIBITOR'S violation of Federal, State, County or Local ordinances;
- EXHIBITOR'S violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management

**14. 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

**15. SEVERABILITY.** If any provision of this Contract proves to be illegal, invalid, or unenforceable, the remainder of this Contract will not be affected by such finding, and in lieu of each provision of this Contract that is proven to be illegal, invalid or unenforceable, a provision will be added as part of this Contract as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable

# F R E E M A N

FREEMAN TERMS & CONDITIONS

# PAYMENT & LABOR

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- 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 Decorating Services, Inc., Freeman Decorating Ltd., Freeman Exhibit, AVW-TELAV Inc., 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 pre-paid 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.

## 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.

## 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 signing page one of this document or electronic acknowledgment of receipt without contest. This Contract may not be waived or varied, except in writing, and then only by an authorized representative of Freeman Transportation. The Shipper agrees that this shipment is subject to the TERMS stated herein and the Terms and Conditions of the Contract in the Service Guide ("Service Guide") in effect on the date of shipment, which are incorporated herein by reference, and made a part of this Contract. The Service Guide shall control in the event of conflict with these TERMS or any other documents. The Service Guide is available at <http://www.myfreemanonline.com>. at show site or by writing to FRTR

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

**2. FINAL CONTRACT BETWEEN THE PARTIES:** In exchange for Shipper's payments and FRTR's services which the parties have specified in this two-page Contract (including Service Request and Shipping Instructions), FRTR and Shipper each agree that this Contract shall govern their respective rights and obligations with regard to transport of Shipper's property. This Contract shall take effect when the property first comes into the physical possession of FRTR, and the responsibility of FRTR 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. RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED:** FRTR is responsible for the satisfactory performance of only those services which it directly provides under this Contract. FRTR shall never be responsible for the performance of individuals or firms who are not under the direct supervision or control of FRTR. FRTR shall never 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 FRTR. FRTR 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 FRTR; nor shall FRTR 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. FRTR makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. 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.

**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 is subject to the special services and charges offered in the FRTR tariff. 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 FRTR and before the trailer is received by FRTR. FRTR 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 FRTR. When a loaded trailer is received, FRTR will verify that the thermostatic controls are set to maintain trailer temperature as requested. FRTR 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 FRTR. 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 FRTR is unable to deliver a shipment because of fault or mistake of the Consignor or Consignee, FRTR's liability shall then become that of a warehouseman.

(a) FRTR shall promptly attempt to provide notice, by telephonic, electronic or written communication as provided on the Service Request and Shipping Instructions, if so indicated, to Shipper or the party, if any, designated in these instructions to receive notice.

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

(c) If FRTR does not receive disposition instructions within 48 hours of the time of FRTR's attempted first notification, FRTR will attempt to issue a second and final confirmed notification. Such notice shall advise that if FRTR does not receive disposition instructions within 10 days of that notification, FRTR may offer the shipment for sale at a public auction and FRTR has the right to offer the shipment for sale. The amount of sale will be applied to FRTR'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 FRTR has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of FRTR, 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, FRTR may dispose of property to the best advantage. When FRTR 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, the risk after unloading or delivery shall not be that of FRTR.

**7. INSURANCE:** FRTR IS NOT AN INSURER. Shipper is responsible for obtaining insurance for its property. FRTR 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, delayed or damaged, FRTR does not pay replacement or restoration cost of any property. FRTR'S MAXIMUM LIABILITY SHALL BE THE AMOUNT OF PROVEN ACTUAL VALUE NOT EXCEEDING THE LOWER OF THE 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;
- (b) Clocks, jewelry, including costume jewelry, furs, and fur-trimmed clothing;
- (c) Personal effects, including without limitation papers and documents;
- (d) Coin money, currency, gift certificates, debit cards, credit cards, and any other items of extraordinary value.

Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by FRTR 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, FRTR'S MAXIMUM LIABILITY WILL NEVER BE MORE THAN \$20,000 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, FRTR 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, 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 FRTR 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 Contract at the time the services are requested. The existence of a dispute between Shipper and FRTR 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 FRTR unless Shipper's account is current.

(b) Shipper understands and acknowledges that FRTR 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, 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.

(c) Shipper shall defend and indemnify FRTR, 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 FRTR.

**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 FRTR no later than two (2) years and one (1) day from the day when written notice is given by FRTR to the claimant that FRTR 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: Freeman Transportation Claims, c/o Gallagher Bassett Services, Attn: Claims Adjuster, 6504 International Parkway, Suite 2100, Plano, TX 75093 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 FRTR within 72 hours of the receipt of the property, it is agreed between FRTR and Shipper that in that instance the presumption shall arise that the property was delivered in proper quantity and in good condition. 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.

**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 OR RELATING TO 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 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 FRTR 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 FRTR to control the handling of the property and all matters related to payment for the shipment.

# TERMS & CONDITIONS

## 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 FRTR 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 and the Terms and Conditions of the Contract in the Service Guide ("Service Guide") in effect on the date of shipment, which are incorporated herein by reference, and made a part of this Contract. The Service Guide shall control in the event of conflict with these TERMS or any other documents. The Service Guide is available at <http://www.myfreemanonline.com>, at show site, or by writing to FRTR. 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 Transportation" ("FRTR") means Freeman Decorating Services, Inc. dba Freeman Transportation and all of its respective employees, officers, directors, agents, assigns, affiliated companies, and related entities including any contractors appointed by FRTR. The term "Shipper" means the person or business for whom the property is being transported, and includes its respective employees, officers, directors, agents, assigns, affiliated companies, and contractors appointed by the Shipper, excepting only FRTR. "Property" is all objects of any type received from the Shipper for transport by FRTR as described herein. "Consignee" is the party to whom Shipper has designated the goods be delivered.

**2. FINAL CONTRACT BETWEEN THE PARTIES:** In exchange for Shipper's payments and FRTR's services, which the parties have specified in this two-page Contract FRTR and Shipper each agree that this Contract shall govern their respective rights and obligations with regard to transport of Shipper's property. This Contract shall take effect when the property first comes into the physical possession of FRTR, and the responsibility of FRTR 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. FRTR'S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED:** FRTR is responsible for the satisfactory performance of only those services which it directly provides under this Contract. FRTR shall never be responsible for the performance of individuals of firms who are not under the direct supervision or control of FRTR. FRTR shall never 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 FRTR. EXCEPT FOR ELIGIBLE GUARANTEED SERVICE SHIPMENTS (SEE "SERVICE GUIDE"), FRTR 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. FRTR makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. 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. FRTR reserves the right to periodically embargo regions of the world due to conditions that may cause damage to perishable commodities.

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

(a) FRTR 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.

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

(c) If FRTR does not receive disposition instructions within 48 hours of the time of FRTR's attempted first notification, FRTR will attempt to issue a second and final confirmed notification. Such notice shall advise that if FRTR does not receive disposition instructions within 10 days of that notification, FRTR may offer the shipment for sale at a public auction and FRTR has the right to offer the shipment for sale. The amount of sale will be applied to FRTR'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 FRTR has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of FRTR, 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, FRTR may dispose of property to the best advantage. Where FRTR 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, FRTR's liability for the shipment shall terminate after unloading or delivery.

**6. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES:** FRTR'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 FRTR'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, FRTR'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):

(a) artworks and objects of art including without limitation original paintings, drawings, etchings, water colors, tapestries and sculpture;

(b) clocks, watches, jewelry (including costume jewelry), furs and fur-trimmed clothing;

(c) personal effects;

(d) 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 FRTR 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, FRTR 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:

(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 FRTR may have been advised or be on notice of the possibility or even the probability of such damages.

FRTR makes no warranties, express or implied, and expressly disclaims any and all warranties. Except for FRTR's failure to deliver in accordance with the Guaranteed Service section of the Service Guide, FRTR 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 FRTR's sole negligence.

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

(a) 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 FRTR 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.

(b) Shipper understands and acknowledges that FRTR 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.

(c) Shipper shall defend and indemnify FRTR, 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 FRTR.

**8. CLAIMS:** Shipper, Consignee, or any other party claiming an interest in the shipment must notify FRTR immediately upon delivery, or in the case of loss or damage which could not have been noted at the time of delivery, within fourteen (14) days of delivery, of any loss or damage to the shipment. 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 FRTR. The shipment, its container(s) and packing material must be made available to FRTR for inspection at the delivery location. All shipments are subject to opening for inspection by FRTR; however, FRTR is not obligated to perform such inspection. All claims for loss or damage MUST be made in writing to FRTR within one hundred and twenty (120) calendar days after the date of acceptance of the shipment by FRTR. 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 FRTR'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 FRTR within sixty (60) calendar days after the invoice date. No action for loss or damage may be maintained against FRTR 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 FRTR 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 FRTR 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 FRTR of service of process of the action on FRTR. Claims for loss or damage must be delivered to the following address: Freeman Transportation Claims, c/o Gallagher Bassett Services, Attn: Claims Adjuster, 6504 International Parkway, Suite 2100, Plano, TX 75093.

**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. FRTR 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:** (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 FRTR 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; (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 FRTR to control the handling of the property and all matters related to payment for the shipment.