

# MATERIAL HANDLING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# FREEMAN

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

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

NAME OF SHOW: **2018 Gastrointestinal Cancers Symposium / January 18 - 19, 2018**

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

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

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

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

**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 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, no documentation and shipments that require additional time, equipment or labor to unload. **Federal Express, UPS & DHL** are included in this category due to their delivery procedures.
- UNCRAVED:** Material that is shipped loose or pad-wrapped, and/or unskidded machinery without proper lifting points.
- CARPET AND/OR PAD ONLY:** Shipments that consist of loose carpet and/or padding only require additional labor and equipment to unload.
- 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.)

**Our warehouse will be closed December 25th - 26th and January 1st in observance of the holidays.**

Description	Price Per CWT	200 lb Minimum
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**RATE CLASSIFICATIONS:**

<b>Warehouse Shipment Delivered on or Before JANUARY 10, 2018 (200 lb. minimum)</b>		
Crated or Skidded Shipment.....	\$ 102.50	205.00
Special Handling Shipment.....	\$ 133.25	266.50
Carpet and/or Pad Only Shipment.....	\$ 153.75	307.50
<b>Show Site Shipment Cannot be Delivered Before JANUARY 17, 2018 (200 lb. minimum)</b>		
Crated or Skidded Shipment.....	\$ 122.50	245.00
Special Handling Shipment.....	\$ 159.25	318.50
Uncrated or Pad Wrapped Shipment.....	\$ 183.75	367.50
Carpet and/or Pad Only Shipment.....	\$ 183.75	367.50
<b>Small Package - Maximum weight is 30 lbs per shipment*</b>		
Per Shipment.....	\$ 45.00	

\*A small package shipment is a shipment totaling any number of pieces with a combined weight not to exceed 30 lbs that is received on the same day, from the same shipper and delivered by the same carrier.

**ADDITIONAL SURCHARGES:**

<b>Shipment Delivered after Deadline Date (in addition to above rates)</b>		
Warehouse Shipment after JANUARY 10, 2018.....	\$ 25.75	51.50
Show Site Shipment after Show Opening.....	\$ 30.75	61.50
<b>Overtime Charge - Inbound (in addition to above rates)</b>		
Crated or Skidded Shipment.....	\$ 30.75	61.50
Special Handling Shipment.....	\$ 40.00	80.00
Uncrated or Pad Wrapped Shipment.....	\$ 46.00	92.00
Carpet and/or Pad Only Shipment.....	\$ 46.00	92.00
<b>Overtime Charge - Outbound (in addition to above rates)</b>		
Crated or Skidded Shipment.....	\$ 30.75	61.50
Special Handling Shipment.....	\$ 40.00	80.00
Uncrated or Pad Wrapped Shipment.....	\$ 46.00	92.00
Carpet and/or Pad Only Shipment.....	\$ 46.00	92.00
<b>Mobile Unit Spotting Fee.....</b>	<b>\$ 308.25</b>	

Description	Weight	CWT	Price per CWT	Estimated Total Cost (200 lb. Min.)
	÷ 100 =			
<b>Surcharges</b>	÷ 100 =			
			<b>Tax</b>	N/A
			<b>Total</b>	

**FREEMAN material handling**