### 2016 AASV ANNUAL MEETING

FEBRUARY 27 - MARCH 1, 2016 HYATT REGENCY NEW ORLEANS NEW ORLEANS, LOUISIANA

### SERVICE INFORMATION

### ELECTRICAL DISCOUNT PRICE DEADLINE DATE

Order early to take advantage of discount rates, place your order by February 5, 2016.

### SHOW SCHEDULE

### **EXHIBITOR MOVE-IN**

Visit <u>www.freemanco.com/preshowFAQ</u> for more information & helpful hints on pre-show procedures and move-in.

Monday February 29, 2016 7:00 AM - 9:00 AM

### **EXHIBIT HOURS**

Monday February 29, 2016 9:00 AM - 5:00 PM Tuesday March 1, 2016 8:00 AM - 12:00 PM

### **EXHIBITOR MOVE-OUT**

Visit <a href="www.freemanco.com/postshowFAQ">www.freemanco.com/postshowFAQ</a> for more information & helpful hints on post-show procedures and move-out.

Tuesday March 1, 2016 12:00 PM - 2:00 PM

### DISMANTLE AND MOVE-OUT INFORMATION

- All exhibitor materials must be removed from the exhibit facility by 2:00 PM on Tuesday, March 1,
   2016. Any materials remaining in the facility will be re-routed via Freeman's choice or returned to the warehouse to await disposition at exhibitor's expense.
- To ensure all exhibitor materials are removed from the exhibit facility by the Exhibitor Move-Out deadline please have all carriers check-in by 1:00 PM on Tuesday, March 1, 2016.

### POST SHOW PAPERWORK AND LABELS

Our Exhibitor Services Department will gladly prepare your outbound Material handling agreement and labels in advance. Be sure your carrier knows the company name and booth number when making arrangements for shipping your exhibit at the close of the show.

### SERVICE CONTRACTOR CONTACTS / INFORMATION:

**FREEMAN** 

1000 Elmwood Park Blvd. New Orleans, LA 70123 Phone (504) 731-6137

Fax (469) 621-5612

FreemanNewOrleansES@freemanco.com

### FREEMAN EXHIBIT TRANSPORTATION

(800) 995-3579 Toll Free US & Canada

(512) 982-4187 Outside the US

(817) 607-5183 International Shipping Services

(469) 621-5810 Fax

exhibit.transportation@freemanco.com

### SHIPPING INFORMATION

### Warehouse Shipping Address:

Exhibiting Company Name / Booth # 2016 AASV ANNUAL MEETING
C/O Freeman
905 Sams Ave.
New Orleans, LA 70123

Freeman will accept crated, boxed or skidded material beginning **Friday**, **January 29**, **2016**, at the above address. Material arriving after **February 22**, **2016** will be received at the warehouse with an additional after deadline charge. Warehouse receiving hours are 8:00 a.m. - 4:00 p.m., Monday - Friday.

### ATTENTION: COST SAVING INFORMATION

It is recommended to send materials to the advance warehouse rather than directly to the Hyatt Regency New Orleans. To avoid delays and additional charges from the hotel, it is recommended to ship all packages to the advance warehouse address. Please note that the Hyatt Regency New Orleans is unequipped to remove and store empty containers and is unable to offer outbound loading assistance.

### **Show Site Shipping Address:**

Exhibiting Company Name / Booth # 2016 AASV ANNUAL MEETING
C/O Freeman
Hyatt Regency New Orleans
601 Loyola Ave.
New Orleans, LA 70113

Freeman will receive shipments at the exhibit facility beginning **Monday**, **February 29**, **2016**. Shipments arriving before this date may be refused by the facility. Any charges incurred for early freight accepted by the facility will be the responsibility of the exhibitor.

Please note: All items and materials that must be brought into the facility may be subject to Material Handling Charges and are the responsibility of the Exhibitor. This also applies to items not ordered through the Official Show Vendors.

### LABOR INFORMATION

Union Labor may be required for your exhibit installation and dismantle. Please carefully read the UNION RULES AND REGULATIONS to determine your needs. Exhibitors supervising Freeman labor will need to pick up and release their labor at the Labor Desk. Refer to the order form under Display Labor for Straight time and Overtime hours.

### **ASSISTANCE**

We want you to have a successful show. If we can be of assistance, please call our Exhibitor Services Department at 504-731-6137.

WE APPRECIATE YOUR BUSINESS!

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1000 Elmwood Park Blvd. New Orleans, LA 70123 (504) 731-6137 • Fax: (469) 621-5612

### DISCOUNT PRICE DEADLINE DATE FEBRUARY 5, 2016

INCLUDE THIS FORM WITH YOUR ORDER PLEASE USE BLACK INK

SHOW NAME: 2016 AASV AN	INUAL MEETING / FE	BRUARY 27	- MARCH 1, 2016	
COMPANY NAME:			BOOTH#:	
ADDRESS:			BOOTH SIZE	X
CITY/STATE/ZIP:			CUSTOMER#	
PHONE #:	EXT.:	FAX #:		
SIGNATURE:		PRINT NAME	:	
CONTACT'S E-MAIL				
E-MAIL FOR INVOICE			CHECK IF YOU ARE A NEV	V FREEMAN CUSTOMER
Invoices will be sent by e-mail. Pleas	se provide the e-mail address of t	he person who r	econciles your invoices if different	than contact's email.
BY SUBMITTING THIS FORM VIA YOU AGREE TO BE BOUND BY AID OF A STANDARD BY SUBMITTING THIS FORM VIA YOU AGREE TO BE BOUND BY AID OF A STANDARD BY SUBMITTING THE BOUND BY AID OF A STANDARD BY SUBMITTING BY AND SU	ELL TERMS AND CONDITION IN  Freeman. Checks must S. or Canadian bank.("US. TED on Canadian checks.)  In your remittance.  Fill use this authorization to unt for your advance orders, neurred as a result of show presentative. These charges banies, or any charges which to pay on behalf of Exhibitor, my shipping charges. Please ested below:	BANK TRAM BANK TRAM BANK Transfer Wire Transfer Wire Transfer Wire Code: B ACH Direct Do ABA# 1110000 Please refere properly crec Note: Custom	RIALS OR SERVICES FROM FREDUR SERVICE MANUAL.  SFER  to Bank of America, N.A.; Dalla  9593 ACCT #1252039192 Freel Wire Transfer  OFAUS3N ACCT #1252039192  eposit  D12 ACCT #1252039192 Freem  nce Name of Show & Booth No	as, TX man ? Freeman an Number so we can
AMERICAN EXPRESS	MASTER CARD	VISA	FREEMAN NOW ACCEP	15 DEBIT CARDS
Account No.:			Exp. Date:	
Cardholder Name (Print):		S	ignature:	
Cardholder Billing Address:				
City/State/Zip:				
	ENTER TO	TALS HERE		
ELECTRICAL	GRAND TOTAL			
	IOIAL			

Orders received without payment or after the discount price deadline date will be charged at the standard price.

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### 2016 AASV ANNUAL MEETING / FEBRUARY 27 - MARCH 1, 2016

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

### EXHIBITING COMPANY AUTHORIZATION OF THIRD PARTY BILLING

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

BY SUBMITTING THIS FORM VIA FAY OR POSTAL MALL OR ORDERING MATERIALS OR SERVICES ERROW ERFEMAN

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

EXHIBITOR NAME: (PLEASE PRINT) EXHIBITOR SIGNATURE: DATE: **EXHIBITING COMPANY INFORMATION** EXHIBITING COMPANY NAME: BOOTH# EXHIBITING COMPANY ADDRESS: CITY/STATE/ZIP: PHONE: EXT. FAX: CONTACT'S E-MAIL: Indicate which services are to be invoiced to the Third Party: **UTILITIES** OTHER THIRD PARTY COMPANY INFORMATION THIRD PARTY COMPANY NAME: CONTACT NAME: THIRD PARTY ADDRESS: CITY/STATE/ZIP: PHONE: EXT. FAX: CONTACT'S E-MAIL: E-MAIL FOR INVOICE: Invoices will be sent by e-mail; please provide the e-mail address of the person who reconciles your invoices if different than contact's email. THIRD PARTY CREDIT/DEBIT CARD AUTHORIZATION FREEMAN NOW ACCEPTS DEBIT CARDS AMERICAN EXPRESS MASTERCARD VISA ACCOUNT NO: EXP. DATE: CARDHOLDER NAME (PLEASE PRINT): AUTHORIZED SIGNATURE CARDHOLDER BILLING ADDRESS: CITY/STATE/ZIP:

1000 Elmwood Park Blvd. New Orleans, LA 70123 (504) 731-6137 • Fax: (469) 621-5612 FreemanNewOrleansES@freemanco.com INCLUDE THE FREEMAN METHOD OF PAYMENT FORM WITH YOUR ORDER

NAME OF SHOW: 2016 AASV ANNUAL MEETING / FEBRUARY	21 - WARCH 1, 2010	
COMPANY NAME	BOOTH #:	
CONTACT NAME:	PHONE #:	
E-MAIL ADDRESS		
For Assistance, please call 504-731-6137 to speak with one of our experts.		

**Let Freeman OnLine® estimate your material handling charges for you.** Log on to www.freemanco.com/store, 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.

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SPECIAL HANDLING: (See definitions on back) 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, UPS, DHL and Airborne Express 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.

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

5:00 P.M. to 8:00 A.M. Monday through Friday, all day Saturday, Sunday, and Holidays **OVERTIME:** 

(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	200 lb. Minimum
RATE CLASSIFICATIONS:		
Warehouse Shipment (200 lb. minimum)		
Crated or Skidded Shipment		156.00
Special Handling Shipment		203.00
Carpet and/or Pad Only Shipment	\$117.00	234.00
Show Site Shipment (200 lb. minimum)		
Crated or Skidded Shipment	\$ 81.00	162.00
Special Handling Shipment		211.00
Uncrated or Pad Wrapped Shipment		243.00
Carpet and/or Pad Only Shipment		243.00
Small Package - Maximum weight is 30 lbs per shipment*	\$ 40.00	
*A small package shipment is a shipment totaling any number of pieces with a combined we exceed 30 lbs that is received on the same day, from the same shipper and delivered by the	ight not to	
ADDITIONAL SURCHARGES:		
Shipment Delivered after Deadline Date (in addition to above rates)		
Warehouse Shipment after FEBRUARY 22, 2016		39.00
Show Site Shipment after Show Opening	\$ 20.25	40.50
Overtime Charge - Inbound (in addition to above rates)		
Crated or Skidded Shipment		40.50
Special Handling Shipment		53.00
Uncrated or Pad Wrapped Shipment		61.00
Carpet and/or Pad Only Shipment	\$ 30.50	61.00
Overtime Charge - Outbound (in addition to above rates)		
Crated or skidded Shipment		40.50
Special Handling Shipment		53.00
Uncrated or Pad Wrapped Shipment		61.00
Carpet and/or Pad Only Shipment	\$ 30.50	61.00

Description	Weight	CWT	Price per CWT	Estimated Total Cost (200 lb. Min.)
	÷ 100 =			
Surcharges	÷ 100 =			
			2% Tax	

### SPECIAL HANDLING DEFINITIONS

for frequently asked questions and material handling estimator tools, go to www.freemanco.com/store

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, UPS & DHL) without an individual Bill of Lading, requiring additional time, labor and equipment to process.

### 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 points.

### What about carpet only shipments?

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

OUTBOUND MATERIAL HANDLING AND SHIPPING LABELS

1000 Elmwood Park Blvd New Orleans, LA 70123 (504) 731-6137 Fax: (469) 621-5612 FreemanNewOrleansES@freemanco.com

NAME OF SHOW:	JAL MEETING / FEBRUARY 27	7 - MARCH 1, 2016
COMPANY NAME:	BOOTH#:	BOOTH SIZE: X
CONTACT NAME :	PHONE #:	
E-MAIL ADDRESS :		
For Assistance, please call (504) 731-6	3137 to speak with one of our experts.	
For f	ast, easy ordering, go to www.freema	nco.com/store
HAPPY TO PREPARE THESE FOR Y REVIEW AND SIGN. TO TAKE ADVA	OU IN ADVANCE AND WILL DELIVER NTAGE OF THIS SERVICE, PLEASE O SHIPPING INFORMATIO	
FROM: SHIPPER/EXHIBITOR	NAME:	
CITY:	STATE/ PROVINCE:	ZIP/ POSTAL CODE:
DELIVERY ADDRESS:		
CITY:	STATE/ PROVINCE:	ZIP/ POSTAL CODE:
PHONE#:		ATTN:
		ATTN:
	NS:	ATTN:
SPECIAL INSTRUCTION	NS:METHOD OF SHIPMEN	ATTN: T
SPECIAL INSTRUCTION PLEASE CHECK DESIRED MET	NS:NS:NETHOD OF SHIPMEN HOD OF SHIPMENT BELOW	T  Once your shipment is packed and ready to be picked up, please return the Material
PLEASE CHECK DESIRED MET  FREEMAN EXHIBIT TRANSPORT  1 Day: Delivery next busin 2 Day: Delivery by 5:00 P	METHOD OF SHIPMEN HOD OF SHIPMENT BELOW DRTATION ness day	T  Once your shipment is packed and ready to be picked up, please return the Material Handling Agreement to the Exhibitor Services Center.
PLEASE CHECK DESIRED MET  FREEMAN EXHIBIT TRANSPORT  1 Day: Delivery next busin 2 Day: Delivery by 5:00 P Expedited Deferred: Delivery within Standard Ground	METHOD OF SHIPMEN HOD OF SHIPMENT BELOW DRTATION ness day .M. second business day 3-4 business days	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 tha a signature is on the Material Handling Agreement prior to shipping out.
PLEASE CHECK DESIRED MET  FREEMAN EXHIBIT TRANSPORT  1 Day: Delivery next busin 2 Day: Delivery by 5:00 P Expedited Deferred: Delivery within Standard Ground Specialized: Pad wrapped	METHOD OF SHIPMEN HOD OF SHIPMENT BELOW DRTATION ness day .M. second business day 3-4 business days	T  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 tha a signature is on the Material Handling
PLEASE CHECK DESIRED MET  FREEMAN EXHIBIT TRANSPORT  1 Day: Delivery next busin 2 Day: Delivery by 5:00 P Expedited Deferred: Delivery within Standard Ground Specialized: Pad wrapped OTHER COMMON CAR	METHOD OF SHIPMEN HOD OF SHIPMENT BELOW DRTATION ness day .M. second business day 3-4 business days d, uncrated, or truckload	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 tha 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.
PLEASE CHECK DESIRED MET  FREEMAN EXHIBIT TRANSPORT  1 Day: Delivery next busin 2 Day: Delivery by 5:00 P Expedited Deferred: Delivery within Standard Ground Specialized: Pad wrapped OTHER COMMON CAR OTHER VAN LINE OTHER AIR FREIGHT	METHOD OF SHIPMEN HOD OF SHIPMENT BELOW DRTATION ness day .M. second business day 3-4 business days d, uncrated, or truckload RIER	T  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 tha 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
PLEASE CHECK DESIRED MET  FREEMAN EXHIBIT TRANSPORT  1 Day: Delivery next busin 2 Day: Delivery by 5:00 P Expedited Deferred: Delivery within Standard Ground Specialized: Pad wrapped OTHER COMMON CAR OTHER VAN LINE OTHER AIR FREIGHT	METHOD OF SHIPMEN HOD OF SHIPMENT BELOW DRTATION ness day .M. second business day 3-4 business days d, uncrated, or truckload RIER	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 tha 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

1000 Elmwood Park Blvd. New Orleans, LA 70123 (504) 731-6137 • Fax: (469) 621-5612 FreemanNewOrleansES@freemanco.com

### DISCOUNT PRICE DEADLINE DATE FEBRUARY 5, 2016

INCLUDE THE FREEMAN METHOD OF PAYMENT WITH YOUR ORDER

SHOW NAME: <b>2016 A</b>	ASV A	ANNUA	L MEETIN	G / FEBRI	JARY 27 -	- MARCH 1, 2016
COMPANY NAME:						воотн#:
CONTACT NAME:						PHONE #:
E-MAIL ADDRESS:						
ELECTRICAL OUTLI	ETS (Do	ouble Pri	ce for 24 Ho	our Service)		LABOR (Minimum 1 hour charge)
120 VOLT						ADDITIONAL INFORMATION
5 Amp / 500 Watts		QTY <u>24 Hr.</u>	Discount Price 112.90	<b>Standard Price</b> 169.35 = \$		FOR ADVANCE PAYMENT PRICE Your order with full payment along with a floor plan indicating main power location and distribution points, if applicable, must be received prior to: FEBRUARY 5, 2016
10 Amp / 1000 Watts 15 Amp / 1500 Watts 20 Amp / 2000 Watts			172.45 202.15 231.80	258.70 = \$ 303.25 = \$ 347.70 = \$		MULTIPLE OUTLET LOCATIONS / ISLAND BOOTHS A scaled floor plan is required for orders with multiple outlet locations and/or island booths. Detailed
208 VOLT SINGLE PI	HASE (I QTY <u>Show</u>	Labor Re QTY 24 Hr.	Discount <u>Price</u>	Standard <u>Price</u>	TOTAL	examples are provided on the following page. If a power location or main drop in an island booth is not provided prior to show move-in, a location will be determined by Freeman in order to maintain delivery schedules. Relocation of the service will be charged on a time and material basis.
10 Amp 15 Amp 20 Amp Over 20 Amp		  Ple	356.75	356.80 = \$ 445.75 = \$ 535.15 = \$ quote @ 504		ISLAND BOOTHS  For island booths with no labor ordered, there is a 1/2 hour minimum installation charge and a 1/2 hour minimum dismantle charge.
208 VOLT 3 PHASE						INLINE AND PENINSULA BOOTHS  Power will be placed in the back of the booth unless otherwise specified.
10 Amp Over 10 Amp			Discount Price 356.75 ase call for			24 HOUR SERVICES  If an uninterrupted power supply is required for the full duration of the show, please order 24 hour power.  Electricity is turned on 30 minutes prior to show opening and turned off 30 minutes after show closes on show days. Power will be turned off immediately after final show closing. If you require power outside actual show hours, special arrangements should be made in
EQUIPMENT (Power Extension Cords - 25'	r not inc	luded)	29.95	44.95 = 3	2	advance. Additional charges may apply.  SEPARATE OUTLETS  Separate outlets should be ordered for each piece of equipment and/or each power location.
Power Strip (15 amp r	rated)		29.95	44.95 = \$		CANCELLATION  A 50% refund will be applied to electrical services cancelled after installation. Refunds will not be issued for materials and/or labor charges related to the installation.
Freeman will not fluctuations	be res	ponsible	e for powe	r failures oi	· voltage	OVERHEAD POWER  If you require your power from overhead, additional materials and labor may be incurred. Please contact FreemanNewOrleansES@freemanco.com.
<ul> <li>Special Service o prevailing labor rat</li> </ul>	_	ı into eq	luipment w	ill be charge	ed at the	TOTAL COST  Outlet(s)** \$  Equipment** + \$
						**11% Tax + \$

Labor\*

\*2% Tax

GRAND TOTAL \$ \_\_

504-731-6137.

• If you have electrical requirements or have questions regarding electrical, please call your Exhibitor Services Representative at

### **ELECTRICAL INSTRUCTIONS & CONDITIONS**

### HOW TO DETERMINE ELECTRICAL REQUIREMENTS

### For Equipment

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

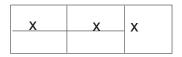
### For Lighting

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

### LOCATION OF POWER IN YOUR BOOTH

### In-Line and Peninsula Booths

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





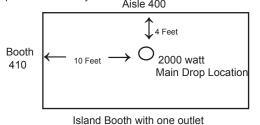
IN-LINE BOOTHS / PENINSULA

**BACK TO BACK PENINSULA** 

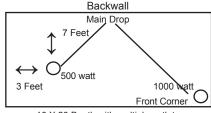
If power is required in locations other than indicated above, secondary distribution will be required and billed on a time and material basis. Please complete and submit an Electrical Labor Order Form with your power order, along with a floor plan as described below.

### Island Booths/Multiple Outlets

Floor plans are always required for Island Booths and orders for multiple outlet locations. Floor plans must indicate the location of the main power drop and any secondary distribution if applicable. See examples below: A grid is available at freemanco.com to print as a base layout.



Aisle or booth numbers are very important to help determine booth orientation.



10 X 20 Booth with multiple outlets Labor Required

Please indicate power by amperage or wattage, as shown, rather than X.

If power location in an island booth is not provided prior to show move-in, a location will be determined by Freeman in order to maintain delivery schedules. Relocation of the service will be charged on a time and material basis.

### OTHER:

- 1. Labor is required for any and all electrical work over and above the installation of the main power drop. Please see the Electrical Labor form for complete details.
- 2. All material and equipment provided by Freeman is for rental purposes only and remains the property of Freeman . All equipment will be removed at the close of the show.
- 3. All equipment regardless of power source, must comply with Federal, State and local codes. Freeman reserves the right to inspect all electrical devices and connections to ensure compliance with all codes. Freeman is required to refuse connections where the exhibitor wiring is not in accordance with local electrical code.
- 4. Standard wall and other permanent building utility outlets or sockets are not part of booth space and may not be used by exhibitors unless electrical services have been ordered.
- 5. Exhibitors' cords must be a minimum of 14 gauge 3 wire with ground and must be flat when used for floorwork. All multioutlet devices (eg - power strips) must have circuit protection. All exposed non-current carrying metal parts of fixed equipment, which are liable to be energized, shall be grounded.
- 6. Exhibitors' equipment will be modified to conform to Freeman receptacles. Labor to install or change a cord cap will be billed on a time and material basis.
- 7. Exhibitors with hardwall displays must arrange for power to be installed inside the booth or provide access.
- 8. The first ninety feet of cabling provided to deliver power to your booth is included in the cost of the outlet. If additional cable is necessary to power your booth, it will be charged on a time and material basis.
- 9. Power sharing is not permitted between exhibitors.
- 10. Labor rates are based on current wage scales and are subject to change in the event of a wage increase after rates have been published.
- 11. Claims will not be considered, or adjustments made unless filed in writing, by Exhibitor, prior to the close of the event.
- 12. Freeman is not responsible for any damage or loss caused by the loss of power beyond its control and Exhibitor agrees to hold Freeman, it officers, directors, employees and agents harmless from such power loss. IN NO EVENT SHALL FREEMAN BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE. Exhibitor shall indemnify and hold harmless Freeman, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, fines penalties or costs of whatsoever nature (including reasonable attorneys' fees) arising out of or in any way connected with Exhibitor's actions or omissions under this Agreement.

1000 Elmwood Park Blvd. New Orleans, LA 70123 (504) 731-6137 • Fax: (469) 621-5612 FreemanNewOrleansES@freemanco.com DISCOUNT PRICE DEADLINE DATE FEBRUARY 5, 2016

INCLUDE THE FREEMAN METHOD OF PAYMENT WITH YOUR ORDER

OMPANY NAME:		BOOTH #	#:	
ONTACT NAME:		PHONE #	#:	
or Assistance, please call	504-731-6137 to speak with one of our	r experts.		
	ELECTRIC.	AL LABOR		
LABOR RATES & SCHI	EDULE:			
Straight Time -	Monday - Friday, 8:00 am - 5:00 pt	m (Excluding Holidays)		
Overtime -	Monday - Friday, 5:00 pm - 8:00 a	m and all day Saturday, Sur	nday and Holidays	
Description	3, 3, 1		Advance Price	Show Site Price
Electrician - ST			\$ 88.45	\$ 124.15
			•	\$ 186.10
	ew - ST			
	ew - OT			
	ST			
	OT			
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CELL PHONE:\_

Special Instructions:\_\_\_

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

Est. # Hours # Electrician

Est. # Hours\_\_\_\_Lift Type\_\_

Time

CELL PHONE:\_

Special Instructions: \_\_\_\_

\_Time\_\_\_

NAME OF ON-SITE CONTACT:

### **ELECTRICAL INSTRUCTIONS**

- 1 Labor rates are based on current wage scales and are subject to change in the event of a wage increase after rates have been published.
- 2 A minimum charge of one hour is applicable to all labor requests. Additional time on the same day is billed in 1/2 hour increments. Continuations to another day are a minimum of 1 hour.
- 3 Labor must be picked up at the Freeman service desk. Charges for labor commence at time of dispatch to service the labor call.

  A one hour minimum will apply if an exhibitor representative is not present at the time of call or reschedules the call, unless 24 hour advance notice is received in writing.
- 4 Labor charges will include the time for electricians to gather the necessary tools and material for the job, have their work checked by the client and return the tools and material to the supply area.
- 5 Exhibitors may supply their own 14 gauge 3 wire, extension cords and/or power strips, both of which must be grounded and UL approved.

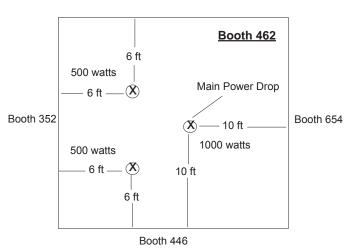
### **CANCELLATION POLICY**

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

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

Please indicate the following on the floor plan.

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



**428936** Page 2 of 2

### **ELECTRICAL SERVICES USAGE GUIDE**

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

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

Please feel free to contact us at FreemanNewOrleansES@freemanco.com with any additional questions.

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

1000 Elmwood Park Blvd. New Orleans, LA 70123 (504) 731-6137 • Fax: (469) 621-5612

FreemanNewOrleansES@freemanco.com

NAME OF SHOW:	2016 AASV ANNUAL MEETING / FEBRUARY 27 - MARCH 1, 2016
COMPANY NAME:	BOOTH <i>#</i> :
CONTACT NAME:	PHONE #:
- E-MAIL ADDRESS:	:
For Assistance, p	blease call 504-731-6137 to speak with one of our experts.

### **ELECTRICAL GRID**

To ensure that your electrical and plumbing outlets, telephones and internet services are properly placed, a Booth Floorplan must be submitted with your order forms. If you do not have a plan, please use the grid on this page and submit it with your order forms. To use this grid:

- Use bold lines to indicate the outline of your booth.
- Indicate the scale of the grid (e.g. 1 square = 10 feet) or indicate the dimensions of your booth.
- Mark the adjacent booth numbers on aisle numbers. This will help us orient your service correctly.
- Mark outlet locations, expressed in watts or amps and voltage in each location. Mark telephone and internet lines in each location. Locations marked should accurately reflect services ordered.
- Return this form with your prepaid order forms.

	ooth or				

Adjacent booth or Aisle Number: \_\_\_

## PAYMENT & LABOR

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

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

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

### **DEFINITIONS**

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

### **PAYMENT TERMS**

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

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

# LABOR UNDER THE SUPERVISION OF EXHIBITOR RESPONSIBILITIES

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

### INDEMNIFICATION

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

### **IMPORTANT**

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

# MATERIAL HANDLING

YOU ARE ENTERING A BINDING CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE. Acceptance of said terms and conditions will be construed when any of the following conditions are met: This Material Handling Agreement (MHA) is signed; Exhibitor's materials are delivered to Freeman's warehouse or to an event site for which Freeman is the Official Show Contractor; or an order for labor and/or rental equipment is placed by Exhibitor with Freeman.

- 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 EXHBITOR'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. 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 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 JURISDICITON 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, or the regiligence, willful misconduct, or deliberate act, or the regiligence, willful misconduct, or deliberate act, or the complex customers, invitees and/or any Exhibitor's employees, agents, representatives, customers, invitees and/or any Exhibitor's pointed 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.

REV 11/1:

#### AIR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

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

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

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

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

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

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

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

(b) Storage charges, based on Freeman's applicable rates, shall start no sooner than the next business

day following the attempted notification. Storage may be, at Freeman's option, in any location that provides reasonable protection against loss or damage. Freeman may place the shipment in public storage at the owner's expense and without liability to Freeman.

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

balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(d) Where Freeman has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of Freeman, at its option, to sell the property

under such circumstances and in such manner as may be authorized by law.

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

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

(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 Freeman for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. Shipper understands that even if Shipper is not able to participate or fully participate in a show due to loss of, theft of, or damage to its property, Freeman shall never be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, loss of use imilitation of the breath of mis clause y such as the following: consequential damages, does of vise 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 Freeman may have been advised or be on notice of the possibility or even the

bability of such damages.

freeman makes no warranties, express or implied, and expressly disclaims any and all warranties. Except for Freeman's failure to deliver in accordance with the Guaranteed Service section of the Service Guide, Freeman will not be liable for misdelivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay on International shipments, loss or damage unless caused by Freeman's sole negligence.

7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:
(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 Freeman relative to any claim or other matter shall have no bearing on this duty of payment. No claim submitted by or on behalf of Shipper will be processed unless Shipper's account is current.

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

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

CLAIMS: Shipper, Consignee, or any other party claiming an interest in the shipment must notify 5. CLAIMS. Simples, Consignee, of any other party claiming an interest in the simplest claim. There is a simple that the simplest 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 Freeman at 800-995-3579. The shipment, its container(s), and packing material must be made available to Freeman for inspection at the delivery location. All shipments are subject to opening for inspection by Freeman; however, Freeman is not obligated to perform such inspection. All claims for loss or damage MUST be made in writing to Freeman within one hundred and twenty (120) calendar days after the date of acceptance of the shipment by Freeman. Please refer to the Service Guide for claim procedures. All claims for service failure must be made within thirty (30) calendar days from the date of shipment and Freeman's sole liability for such claims arising from Guaranteed Service shipments shall be limited to the transportation charges as provided in the Guaranteed Service section of the Service Guide. All claims for overcharge must be made in writing to Freeman within sixty (60) calendar days after the invoice date. No action for loss or damage may be maintained against Freeman unless (a) claimant complies with all requirements of this section and (b) for domestic shipments, if the claimant commences the action within one (1) year of the shipment by Freeman unless otherwise required by International, Federal or State Law. If the claim is for loss or damage involving International shipments, claimant must commence the action within two (2) years from the date of acceptance of the shipment by Freeman unless otherwise required by International, Federal or State Law. For purposes of this section, no action shall be deemed to have commenced until receipt by Freeman of service of process of the action on Freeman. Claims for loss or damage must be delivered to the following address: Sedgwick, PO Box 14151, Lexington, KY 40512-4151

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

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

# MOTOR CARGO

### MOTOR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

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

- 1. **DEFINITIONS.** In this Contract, "Freeman" means Freeman Expositions, Inc., and its respective employees, officers, directors, agents, assigns, affiliated companies, and related entities including any contractors appointed by Freeman. The term "Shipper" means the person or business for whom the property is being transported, and includes their respective employees, officers, directors, agents, assigns, affiliated companies, and contractors appointed by the Shipper, excluding only Freeman. "Property" is all objects of any type received from the Shipper for transport by Freeman as described herein. "Consignee" is the party to whom Shipper has designated the goods are to be delivered.
- 2. FINAL CONTRACT BETWEEN THE PARTIES. In exchange for Shipper's payments and Freeman's services, which the parties have specified in this Contract, Freeman and Shipper each agree that this Contact shall govern their respective rights and obligations regarding transportation of Shipper's property. This Contract shall take effect when the property first comes into the physical possession of Freeman for inbound shipments and after loading on the applicable carrier for outbound shipments, and the responsibility of Freeman under same shall end when the property has been placed in the possession of the Consignee or the Consignee's designated agent. If any part or provision of this Contract is found by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract shall continue in full force and effect.
- 3. FREEMAN'S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED. Freeman shall not be responsible for the performance of individuals or firms who are not under the direct supervision or control of Freeman. Freeman shall not be responsible for events or causes of loss, delay, or damage beyond its reasonable control, including (by way of illustration only, and not as a limitation on the breadth of this clause), strike, lockout, work slowdown or stoppage, power failure, breakdown of plant or machinery, facility failure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, act of war or belligerent parties, and any other cause or causes beyond the reasonable control of Freeman. Freeman shall not be liable for delay caused by highway botstructions, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defects of vehicles or equipment, or from any cause other than the negligence of Freeman. Freeman shall not be bound to transport by any particular schedule, means, vehicle or otherwise, other than with reasonable dispatch.
- 4. PACKAGING AND CRATES. Shipper's property must be well packaged for safe and secure handling, storage and shipment using ordinary care. Freeman makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, padwrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labeled materials. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. General guidance as to acceptable packaging systems and procedures may be found in publications such as the National Motor Freight Classification, published by the National Motor Freight Traffic Association.
- 5. PERISHABLE GOODS. Goods of a perishable nature are carried in dry trailers without environmental or atmospheric control or other special services unless Shipper states on the face of the "Service Request and Shipping Instructions" that the goods are to be carried in a refrigerated, heated, specially ventilated or otherwise specially equipped trailer. This carriage may be subject to additional charges. Shipper is responsible for bringing the goods to the proper temperature before loading the goods into the trailer, for the proper stowage of the goods within the trailer, and for setting the temperature (including maintenance and repair), during all times after the trailer is spotted by Freeman and before the trailer is received by Freeman. Freeman is not responsible for product deterioration caused by inherent vice, defects in the merchandise or transit times in excess of product shelf life. Refrigerated, heated, specially ventilated or otherwise specially equipped trailers are not equipped to change the temperature of goods (they are equipped only to maintain temperature). Shipper will give written notice of requested temperature setting of the thermostatic controls before receipt of the goods by Freeman. When a loaded trailer is received, Freeman will verify that the thermostatic controls are set to maintain trailer temperature as requested. Freeman is unable to determine whether the goods were at the proper temperature when they were loaded into the trailer or when the trailer is delivered to Freeman. Air temperature at the unit sensor will be maintained within a proper range of pusor minus 5 degrees Fahrenheit of the temperature requested by Shipper on the face of the "Service Request and Shipping Instructions" if the goods were at that temperature when loaded into the container and if the temperature controls were properly set when the container was loaded.
- 6. REFUSED SHIPMENTS. If the Consignee refuses a shipment tendered for delivery or if Freeman is unable to deliver a shipment because of fault or mistake of Freeman, Freeman's liability shall then become that of a warehouseman.
- (a) Freeman shall promptly attempt to provide notice, by telephonic, electronic or written communication as provided on the face of these shipping instructions, if so indicated, to Shipper or the party, if any, designated in these instructions to receive notice.
- (b) Storage charges, if applicable, shall start no sooner than the next business day following the attempted notification. Storage may be, at Freeman's option, in any location that provides reasonable protection against loss or damage. Freeman may place the shipment in public storage at the owner's expense and without liability to Freeman.
- (c) If Freeman does not receive disposition instructions within 48 hours of the time of Freeman's attempted first notification, Freeman will attempt to issue a second and final confirmed notification. Such notice shall advise that if Freeman does not receive disposition instructions within 10 days of that notification, Freeman may offer the shipment for sale at a public auction and Freeman has the right to offer the shipment for sale. The amount of sale will be applied to Freeman's invoice for transportation, storage and other lawful charges. Shipper will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.
- (d) Where Freeman has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of Freeman, at its option, to sell the property under such circumstances and in such manner as may be authorized by law.
- (e) When perishable goods cannot be delivered and disposition is not given within a reasonable time, Freeman may dispose of property to the best advantage. When Freeman is directed by Consignee or Consignor to unload or deliver property at a particular location where Consignor, Consignee, or the Agent of either is not regularly located, Freeman's liability for the shipment shall terminate after unloading or delivery.
- 7. INSURANCE. Freeman IS NOT AN INSURER. Shipper is responsible for obtaining insurance for its property. Freeman provides no insurance for Shipper or its property.

(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 \$25.00 (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 upon which the rate is based, such lower value plus freight charges, if paid, shall be the maximum recoverable amount foloss 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, organic plantings, drawings, etchings, watercolors, tapestries and sculptures or prototypes; (b) Clocks, jewelry, including costume jewelry, furs, and fur-trimmed clothing; (c) Personal effects, including without limitation, and operations and documents; or (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 Freeman for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. In any event, (excluding small package program shipments) Freeman's MAXIMUM LIABILITY WILL NEVER BE MORE THAN \$100,000 PER SHIPMENT. Shipper understands that even if Shipper is not able to participate or fully participate in a Show due to loss of, theft of, or damage to their property, Freeman shall not be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, loss of use damages, loss of use damages, so 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 fort 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, STROCH OF CONTRACT, BREACH OF STATUTE OR REGULATION, OR ANY OTHER LEGAL THEORY OR CAUSE, AND; (c) EVEN THOUGH FREEMAN MAY HAVE BEEN ADVISED OR BE ON NOTICE OF THE POSSIBILITY OR EVEN THE PROBABILITY OF SUCH DAMAGES.

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

- (a) Shipper must pay in full for the services rendered under this Agreement at the time the services are requested. The existence of a dispute between Shipper and Freeman relative to any claim or other matter shall have no bearing on this duty of payment. No claim may be submitted by or on behalf of Shipper to Freeman unless Shipper's account is current.
- (b) Shipper understands and acknowledges that Freeman does not accept or transport illegal or hazardous materials of any kind or nature. Shipper warrants and will ensure that its property is inert, and contains no Hazardous Substances, Hazardous Materials, Chemicals, Gasses, Explosives, Radioactive Materials, Biologically hazardous agents, or any other substance, matter or object in any form that could pose a threat to the health or safety of Freeman persons, property, or the public welfare in general. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.
  (c) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against
- (c) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys" fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following: Shipper's negligence, willful misconduct, or deliberate act; Shipper's violation of Federal, State, County or Local ordinances; Shipper's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management; and/or Shipper's failure to comply with subsection (b) of this section regarding the inclusion of any dangerous substances in the property placed with Freeman.
- 10. CLAIMS. Claims must be filed in writing within nine (9) months after the date of delivery of the property (or in the case of export traffic, within nine (9) months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss, damage, or delay shall be instituted against Freeman no later than two (2) years and one (1) day from the day when written notice is given by Freeman to the claimant that Freeman has disallowed the claim or any part or parts of the claim specified in the notice. Shipper shall deliver notice of claim for loss or damage by hand, U.S. mail, courier, facsimile, or electronic means to Sedgwick, PO Box 14151, Lexington, KY 40512-4151 as soon as loss or damage is discovered. The notice of claim shall invite a prompt joint survey of the damage, at a time and place to be agreed between the parties, and such survey shall go forward promptly. However, if in any case the property is received by the Consignee or the Consignee's agent without notice of loss or damage to property being served on Freeman within 15 calendar days of the receipt of the property, it is agreed between Freeman and Shipper that in that instance the presumption shall arise that the property was delivered in proper quantity and in good condition. 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 CONTRACT, TORT, COMMON LAW OR RELATING TO THE ENFORCEMENT OR INTERPRETATION OF THIS CONTRACT SHALL RESIDE IIN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.
- 12. MISCELLANEOUS. (a) Shipper warrants the accuracy of the weight and dimension data furnished in this Contract; (b) Shipper understands that once its property is shipped by Freeman pursuant to the instructions contained in this Contract, Shipper has no right to control the shipment, stop the shipment in transit, or divert or reschedule same. (c) Shipper agrees that this Contract may be provided to any third party, including common or contract carriers of cargo by air, water, rail, or road, for the purpose of confirming the right of Freeman to control the handling of the property and all matters related to payment for the shipment. Shipper agrees that all shipments are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

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