

**SERVICE INFORMATION**

**EXHIBITOR FREIGHT**

**Due to limited storage at the Loews Coronado Bay Resort, we recommend all exhibitor freight be sent directly to the Freeman warehouse.**

**Warehouse Shipping Address:**

Exhibiting Company Name / Booth #  
**HARVEST-WESTERN-SOLOMON  
 NATL SALES MTG & FOOD SHOW  
 C/O FREEMAN  
 6060 NANCY RIDGE DRIVE, STE C  
 SAN DIEGO, CA 92121**

Freeman will accept crated, boxed or skidded material beginning Friday, February 25, 2011 at the above address. Advance warehouse pricing will be extended up until Wednesday, March 23, 2011 at 3:30 PM.

**PLEASE DO NOT SEND ANY PERISHABLE FOOD ITEMS TO FREEMAN. PLEASE CONTACT FERNANDA PAREDES AT 619-477-0185 FOR SHIPPING INFORMATION.**

Freeman will receive shipments at the exhibit facility beginning Friday, March 25, 2011 at 7:00 PM. Shipments arriving before this date will most likely be refused by the facility. **Any additional charges incurred by the Loews Coronado Bay Resort for early freight acceptance will be charged directly to the exhibitor and will be in addition to the material handling charges.**

**BOOTH EQUIPMENT**

Each 10' x 10' booth will be set with 8' high Black back drape, 36" high Black side dividers, 1 - 6' table draped Black, 2 - side chairs, 1 - wastebasket, and a 7" x 44" one-line identification sign. Electrical service is not included with your booth equipment but to accommodate possible power requirements, electrical outlets will be installed in every inline booth. An audit will be conducted by electricians and on-site charges will apply if the electrical service is utilized without an order on file. Should you require electrical service, please contact Freeman.

**EXHIBIT HALL CARPET**

The exhibit area is carpeted.

**DISCOUNT PRICE DEADLINE DATE**

In order to receive advance order discount rates listed on the price sheet, we must receive your order and payment by March 11, 2011.

Save money by ordering cleaning services and labor in advance. All cleaning orders as well as display and rigging labor orders placed at show site will be charged an additional 30% above the advance rate.

**SHOW SCHEDULE**

**EXHIBITOR MOVE-IN**

For more information and helpful hints on preshow procedures and move-in, please go to [www.freemanco.com/preshowFAQ](http://www.freemanco.com/preshowFAQ).

Friday	March 25, 2011	7:00 PM	-	10:00 PM
Saturday	March 26, 2011	5:00 AM	-	7:00 AM

**Please note: All show site shipments will be assessed overtime charges.**

**EXHIBIT HOURS**

Saturday	March 26, 2011	7:00 AM	-	12:00 PM
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**EXHIBITOR MOVE-OUT**

For more information and helpful hints on postshow procedures and move-out, please go to [www.freemanco.com/postshowFAQ](http://www.freemanco.com/postshowFAQ)

Saturday	March 26, 2011	12:00 PM	-	3:00 PM
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**We will begin returning empty containers at the close of the show. For your convenience, the rates on our Material Handling Form include the overtime charges for move-out.**

**DISMANTLE AND MOVE-OUT INFORMATION**

All exhibitor materials must be removed from the exhibit facility by March 26 at 3:00 PM. Please arrange with your carrier to pick-up your outbound freight directly from the facility.

**Loews Coronado Bay Resort  
4000 Coronado Bay Rd.  
Coronado, CA 92118**

To ensure all exhibitor materials are removed from the exhibit facility by the Exhibitor Move-Out deadline please have all carriers check-in by March 26 at 1:30 PM.

**POST SHOW PAPERWORK AND LABELS**

Our Exhibitor Services Department will gladly prepare your outbound Material Handling Agreement and labels in advance. Complete the Outbound Shipping form and your paperwork will be available at show site. 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**

901 E. South Street  
Anaheim, CA 92805  
(714) 254-3410 fax (469) 621-5606

**FREEMAN EXHIBIT TRANSPORTATION**

(800) 995-3579 fax (817) 385-0983

**SERVICE CENTER HOURS**

We will have staff available at the Freeman Service Center as follows:

Friday	March 25, 2011	7:00 PM	-	10:00 PM
Saturday	March 26, 2011	5:00 AM	-	3:00 PM

**FREEMAN ONLINE®**

Our Internet online ordering service, Freeman OnLine® is available for your convenience to order all Freeman services, view show schedule, or print order forms. Once your show is available online, you will receive an email which includes a direct link to Freeman OnLine®.

To place online orders you will be required to enter your unique Login ID and Password. If this is your first time to use Freeman OnLine®, click on the "Login" link in the top right corner to create a new account. To access Freeman OnLine® without using the email link, visit [www.myfreemanonline.com](http://www.myfreemanonline.com) and click on the "Login" link in the top right corner. If you need assistance with Freeman OnLine® please call our Customer Support Center at (888) 508-5054.

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 the items not ordered through the Official Show Vendors.

**LABOR INFORMATION**

Booth Installation & Dismantle: If utilizing Freeman labor, please refer to the Installation & Dismantle order forms to place your order for display labor. Straight time and Overtime hours are also listed on the order form. Exhibitors supervising Freeman labor will need to pick up and release their labor at the Service Desk.

**ASSISTANCE**

We want you to have a successful show. If we can be of assistance, please call our Exhibitor Services Department at 714-254-3410.

**WE APPRECIATE YOUR BUSINESS!**

## FREEMAN GENERAL INFORMATION

### HELPFUL HINTS

#### SAVE MONEY

Order early to take advantage of advance order discount rates, place your order by March 11, 2011.

#### AVOID DELAY

Ship early to avoid delays. Shipments arriving late at show site will cost you money, time and business!

#### SAFETY TIPS

Use a ladder, not a chair. Standing on chairs, tables and other rental furniture is unsafe and can cause injury to you or to others. These objects are not designed to support your standing weight.

Be aware of your surroundings. You are in an active work area with changing conditions during move-in and move-out. Pay attention. Look for obstacles, and machinery and equipment that are in use.

Keep your eyes open for scooters and forklifts. The drivers of these vehicles may not be able to see you.

Stay clear of dock areas, trucks and trailers. These areas can be particularly dangerous.

Prevent electrical shocks, falling items and damage to materials. Do not attach items or equipment to the drapes or metal framework provided for you booth. This can cause serious injury or damage to materials.

We discourage children from being in the exhibit hall during installation and dismantle. If children are present during installation and dismantle, they must be supervised by an adult at all times.

Freeman does not ship or handle Hazardous Materials. If any materials you are shipping to the event fall into this category, please contact Freeman to be sure the material will be allowed at the facility and by the association. In addition, if authorized by the facility and the association, you will need to make separate arrangements for the transport and handling of the approved materials, since Freeman will not transport or handle them.

The operation or use of all motorized lifts and motorized material handling equipment for installation/dismantle of exhibits is NOT permitted by exhibitors or by their exhibitor appointed contractors (EAC's). Thank you for your cooperation.

#### EXHIBITOR ASSISTANCE

For more information and helpful hints on preshow procedures and move-in, please go to [www.freemanco.com/preshowFAQ](http://www.freemanco.com/preshowFAQ).

For more information and helpful hints on postshow procedures and move-out, please go to [www.freemanco.com/postshowFAQ](http://www.freemanco.com/postshowFAQ).

Call Freeman's Exhibitor Services department at (714) 254-3410 with any questions or needs you may have.

# F R E E M A N

901 E South Street  
 Anaheim, CA 92805  
 (714) 254-3410 Fax: (469) 621-5606  
 FreemanAnaheimES@freemanco.com

**DISCOUNT PRICE  
 DEADLINE DATE  
 MARCH 11, 2011**

**INCLUDE THIS FORM  
 WITH YOUR ORDER**

NAME OF SHOW: **HARVEST-WESTERN-SOLOMON NATL SALES MTG & FOOD SHOW / MARCH 26, 2011**

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

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

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

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

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

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

E-MAIL FOR INVOICE: \_\_\_\_\_  Check if you are a new Freeman customer

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

**METHOD OF PAYMENT**

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

**COMPANY CHECK**  
 Please make check payable to: Freeman  
 Checks must be in U.S. funds drawn on a U.S. or Canadian bank. ("U.S. FUNDS" MUST BE PRE-PRINTED on Canadian checks.)  
**Please reference (265540) on your remittance.**

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

**BANK TRANSFER**  
 Bank transfer to Bank of America, N.A.; Dallas, TX  
*Wire Transfer*  
 ABA#: 026009593 ACCT# 1252039192 Freeman  
*International Wire Transfer*  
 Swift Code: BOFAUS3N ACCT# 1252039192 Freeman  
*ACH Direct Deposit*  
 ABA#: 111000012 ACCT# 1252039192 Freeman  
**Please reference Name of Show & Booth Number so we can properly credit your account.**  
**Note: Customers are responsible for any bank processing fees.**

**AMERICAN EXPRESS**     **MASTER CARD**     **VISA**

ACCOUNT NO.: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

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

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

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

**ENTER TOTALS HERE**

FURNISHINGS & ACCESSORIES	CARPET	CLEANING/ SHAMPOOING	PORTER SERVICE	RENTAL EXHIBITS & ACCESSORIES	SIGNS	INSTALLATION LABOR	DISMANTLE LABOR
MATERIAL HANDLING	RIGGING INSTALLATION	RIGGING DISMANTLE	EXHIBIT TRANSPORTATION	HANGING SIGNS	UTILITIES	GRAND TOTAL	

- Remember to order in advance to save time and money. You may place your order by phone, fax, mail, or use our online ordering service at: [www.freemanco.com/store](http://www.freemanco.com/store).
- Orders received without payment or after the discount price deadline date will be charged at the standard price.
- Copies of invoices may be picked up from the Service Desk prior to show closing.
- If you have questions or need assistance with any items not listed, please call and ask for your Exhibitor Services Representative.

**TELL US WHAT YOU THINK**

Freeman is committed to providing great customer service. To help us serve you more effectively in the future, please visit the URL address below upon the completion of your show to provide feedback. Your input will provide the insight needed to ensure that our customer service is in line with your expectations.

<http://feedback.freemanco.com/?265540>

**FREEMAN method of payment**

# F R E E M A N

901 E South Street  
 Anaheim, CA 92805  
 (714) 254-3410 Fax: (469) 621-5606  
 FreemanAnaheimES@freemanco.com

**DISCOUNT PRICE  
 DEADLINE DATE  
 MARCH 11, 2011**

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

NAME OF SHOW: **HARVEST-WESTERN-SOLOMON NATL SALES MTG & FOOD SHOW / MARCH 26, 2011**

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

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

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

For Assistance, please call (714) 254-3410 to speak with one of our experts

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

## FURNISHINGS

Qty	Part #	Description	Discount Price	Standard Price	Total
<b>PAGE 1</b>					
___	N71085	Forestdale Chair .....	104.05	135.25	_____
___	N71088	Black Diamond Stool .....	141.25	183.65	_____
___	N71089	Black Diamond Side Chair .....	116.70	151.70	_____
___	N71090	Black Diamond Arm Chair .....	141.25	183.65	_____
___	C115103	Studio Black Cocktail Table ....	101.20	131.55	_____
___	C115104	Studio Black End Table .....	101.20	131.55	_____
___	N75079	Orion Computer Kiosk .....	341.30	443.70	_____

<b>Display Cylinders</b>					
___	N75020	Black Display Cylinder/Low .....	178.35	231.85	_____
___	N75021	Black Display Cylinder/Med....	192.65	250.45	_____
___	N75022	Black Display Cylinder/Lg .....	207.65	269.95	_____

<b>PAGE 2</b>					
___	C210105	Opal Side Chair .....	79.25	103.05	_____
___	C210101	Carson Arm Chair .....	91.85	119.40	_____
<input type="checkbox"/> Black <input type="checkbox"/> Blue <input type="checkbox"/> Gray					
___	C210112	Casey Padded Stool .....	116.70	151.70	_____
<input type="checkbox"/> Black <input type="checkbox"/> Gray					

<b>Pedestal Tables - SoHo Series</b>					
___	N72066	Black-top Mini 18"W x 18"H ....	103.80	134.95	_____
___	N72069	Black-top Cafe 24"W x 30"H ...	146.80	190.85	_____
___	N72070	Black-top Bistro 24"W x 42"H ..	191.25	248.65	_____
___	N72067	Black-top Café Table 36"x30"	192.65	250.45	_____
___	N72068	Black-top Bistro Table 36"x42"	216.65	281.65	_____

<b>Pedestal Tables - Chelsea Series - Butcher Block Top</b>					
___	N72063	Café Table 30"W x 30"H .....	192.65	250.45	_____
___	N72064	Café Table 36"W x 30"H .....	192.65	250.45	_____
___	N720163	Bistro Table 30"W x 42"H .....	216.65	281.65	_____
___	N720164	Bistro Table 36"W x 42"H .....	216.65	281.65	_____

Qty	Part #	Description	Discount Price	Standard Price	Total
<b>PAGE 2 (continued)</b>					
<b>Draped Tables - Tables are 24" wide</b>					
<input type="checkbox"/> Black <input type="checkbox"/> Blue <input type="checkbox"/> Burgundy <input type="checkbox"/> Dark Green <input type="checkbox"/> Gold <input type="checkbox"/> Gray <input type="checkbox"/> Plum <input type="checkbox"/> Red <input type="checkbox"/> Teal <input type="checkbox"/> White					
___	C130330	Draped Table 3'L x 30"H .....	123.40	160.40	_____
___	C130430	Draped Table 4'L x 30"H .....	123.40	160.40	_____
___	C130630	Draped Table 6'L x 30"H .....	138.00	179.40	_____
___	C130830	Draped Table 8'L x 30"H .....	155.85	202.60	_____
___	C12404630	4th Side Drape 6'L x 30"H .....	52.10	67.75	_____
___	C12404830	4th Side Drape 8'L x 30"H .....	52.10	67.75	_____
___	C130342	Draped Counter 3'L x 42"H ...	144.75	188.20	_____
___	C130442	Draped Counter 4'L x 42"H ...	144.75	188.20	_____
___	C130642	Draped Counter 6'L x 42"H ...	169.55	220.40	_____
___	C130842	Draped Counter 8'L x 42"H ...	192.65	250.45	_____
___	C12404642	4th Side Drape 6'L x 42"H ..	68.50	89.05	_____
___	C12404842	4th Side Drape 8'L x 42"H ..	68.50	89.05	_____

<b>Undraped Tables - Tables are 24" wide</b>					
___	C131330	Undraped Table 3'L x 30"H ..	69.90	90.85	_____
___	C131430	Undraped Table 4'L x 30"H ..	69.90	90.85	_____
___	C131630	Undraped Table 6'L x 30"H ..	76.65	99.65	_____
___	C131830	Undraped Table 8'L x 30"H ..	85.65	111.35	_____
___	C131342	Undraped Counter 3'Lx42"H	75.70	98.40	_____
___	C131442	Undraped Counter 4'Lx42"H	75.70	98.40	_____
___	C131642	Undraped Counter 6'Lx42"H	84.45	109.80	_____
___	C131842	Undraped Counter 8'Lx42"H	92.10	119.75	_____

<b>MISCELLANEOUS</b>					
___	C220134	Chrome Easel .....	49.75	64.70	_____
___	220107	Wastebasket .....	29.85	38.80	_____

<b>Special Drape</b>					
<input type="checkbox"/> Black <input type="checkbox"/> Blue <input type="checkbox"/> Burgundy <input type="checkbox"/> Dark Green <input type="checkbox"/> Gold <input type="checkbox"/> Gray <input type="checkbox"/> Plum <input type="checkbox"/> Red <input type="checkbox"/> Teal <input type="checkbox"/> White					
___	12103	Special Drape 3'H (per ft.) ....	17.50	22.75	_____
___	12108	Special Drape 8'H (per ft.) ...	19.35	25.15	_____

<b>TOTAL COST</b>					
_____	Sub-Total	+	_____	=	_____
			8.75 %Tax		Total Cost

# UNION REGULATIONS

To assist you in planning for your participation in the forthcoming convention, we are certain you will appreciate knowing in advance that union labor will be required for certain aspects of your exhibit handling. To help you understand the jurisdiction the various unions have, we ask that you read the following:

## DECORATORS UNION

Members of this union claim jurisdiction over all set-up and dismantling of exhibits including signs and laying of carpet. This does not apply to the unpacking and placement of your merchandise. You may install and/or dismantle your exhibit display if one person, who is a full time employee, can accomplish the task in an hour or less without the use of tools.

If your exhibit preparation, installation or dismantling requires more than 1 hour, you must use union personnel supplied by the Official Decorating Contractor.

As an exhibitor, you will be pleased to know that when union labor is required, you may provide your company personnel to work along with a union installer in Southern California on a one-to-one basis.

## TEAMSTERS UNION

This union claims jurisdiction on the operation of all material handling equipment, all unloading and reloading, and handling of empty containers. An exhibitor may move the material that is hand carryable by one person in one trip, without the use of dollies, hand trucks or other mechanical equipment.

## ELECTRICAL UNION

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

## SAFETY

Standing on chairs, tables or other rental furniture is prohibited. The furniture is not engineered to support your standing weight. Freeman is not responsible for injuries caused by improper use of furniture.

## TIPPING

Freeman request that exhibitors do not tip our employees. They are paid at an excellent wage scale denoting a professional status and we feel that tipping is not necessary. This applies to all Freeman employees.

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# WHAT ARE FREIGHT SERVICES?

As the official service contractor, Freeman is the exclusive provider of freight services. Material handling includes unloading your exhibit material, storing up to 30 days in advance at the warehouse address, delivering to the booth, the handling of empty containers to and from storage, and removing of material from the booth for reloading onto outbound carriers. It should not be confused with the cost to transport your exhibit material to and from the convention or event. You have two options for shipping your advance freight — either to the warehouse or directly to show site.

## How do I ship to the warehouse?

- We will accept freight beginning 30 days prior to show move-in.
- To check on your freight arrival, call Exhibitor Services at the location listed on Quick Facts.
- To ensure timely arrival of your materials at show site, freight should arrive by the deadline date listed on Quick Facts. Your freight will still be received after the deadline date, but additional charges will be incurred.
- The warehouse will receive shipments Monday through Friday, except holidays. Refer to Quick Facts for warehouse hours. No appointment is necessary.
- The warehouse will accept crates, cartons, skids, trunks/cases and carpets. Loose or pad-wrapped material must be sent directly to show site.
- All shipments must have a bill of lading or delivery slip indicating the number of pieces, type of merchandise and weight.
- Certified weight tickets must accompany all shipments.
- Warehouse freight will be delivered to the booth prior to exhibitor setup.
- Please call the number located on Quick Facts if you want to ship oversized material that requires special equipment to the warehouse.

## How do I ship to show site?

- Freight will be accepted only during exhibitor move-in. Please refer to Quick Facts for the specific exhibitor move-in dates and times.
- All shipments must have a bill of lading or delivery slip indicating the number of pieces, type of merchandise and weight.
- Certified weight tickets must accompany all shipments.

## What about prepaid or collect shipping charges?

- Collect shipments will be returned to the delivery carrier.
- To ensure that your freight does not arrive collect, mark your bill of lading "prepaid."
- "Prepaid" designates that the transportation charges will be paid by the exhibitor or a third party.

## How should I label my freight?

- The label should contain the exhibiting company name, the booth number and the name of the event.
- The specific shipping address for either the warehouse or show site is located on Quick Facts.

## How do I estimate my Material Handling charges?

- Charges will be based on the weight of your shipment. Each shipment received is considered separately. The shipment weight will be rounded to the next 100 pounds. Each 100 pounds is considered one "cwt." (one hundred weight). All shipments are subject to reweigh.
- On the Order Form, select whether the freight will arrive at the warehouse or be sent directly to show site.
- Next, select the category that best describes your shipment. There are three categories of freight:

**Crated:** material that is skidded or is in any type of shipping container that can be unloaded at the dock with no additional handling required.

**Special Handling:** material delivered by the carrier in such a manner that it requires additional handling, such as ground unloading, stacked and constricted space unloading, designated piece unloading, loads mixed with pad-wrapped material, loads failing to maintain shipping integrity, carpet and/or pad-only shipments, and shipments that require additional time, equipment or labor to unload. Federal Express and UPS are included in this category due to their delivery procedures.

**Uncrated:** material that is shipped loose or pad-wrapped, and/or unskidded machinery without proper lifting bars or hooks.

- Add overtime charges for inbound if material is delivered to the booth during the overtime period stated on Quick Facts. This includes both warehouse and show-site shipments.

- Add overtime charges for outbound if material is loaded onto the outbound carrier during the overtime period stated on Quick Facts.
- Add the late delivery charge listed on the Order Form if the shipment is accepted at the warehouse or at show site after the deadline date listed on Quick Facts.
- The above services, whether used completely or in part, are offered as a package and the charges will be based on the total inbound weight of the shipment.
- Shipments received without receipts or freight bills, such as UPS and Federal Express, will be delivered to the booth without guarantee of piece count or condition.

## What happens to my empty containers during the show?

- Pick up "Empty Labels" at the Service Center. Place a label on each container. Labeled containers will be picked up periodically and stored in non-accessible storage during the show.
- At the close of the show, the empty containers will be returned to the booth in random order. Depending on the size of the show, this process may take several hours.

## How do I protect my materials after they are delivered to the show or before they are picked up after the show?

- Consistent with trade show industry practices, there may be a lapse of time between the delivery of your shipment(s) to your booth and your arrival. The same is true for the outbound phase of the show — the time between your departure and the actual pick-up of your materials. During these times, your materials will be left unattended. We recommend that you arrange for a representative to stay with your materials or that you hire security services to safeguard your materials.

## How do I ship my materials after the close of the show?

- Each shipment must have a completed Material Handling Agreement in order to ship materials from the show. All pieces must be labeled individually.
- To save time, complete and submit the Outbound Shipping Form in advance, or you may contact the Service Center at show site for your shipping documents. The Material Handling Agreement and labels will be processed and available prior to show closing.
- After materials are packed, labeled, and ready to be shipped, the completed Material Handling Agreement must be turned in at the Service Center.
- Call your designated carrier with pick-up information. Please refer to Quick Facts for specific dates and times. In the event your selected carrier fails to show on final move-out day, your shipment will either be rerouted to Freeman's carrier choice or delivered back to the warehouse at exhibitor's expense.
- For your convenience, show-recommended carriers will be on site to handle outbound transportation.

## Where do I get a forklift?

- Forklift orders to install or dismantle your booth after materials are delivered may be ordered in advance or at show site. We recommend that you order in advance to avoid additional charges at show site. Refer to the Order Form for available equipment.
- Advance and show-site orders for equipment and labor will be dispatched once a company representative signs the labor order at the Service Center.
- Start time is guaranteed only when equipment is requested for the start of the working day.

## Do I need insurance?

- Be sure your materials are insured from the time they leave your firm until they are returned after the show. It is suggested that exhibitors arrange all-risk coverage. This can be done by riders to your existing policies.
- All materials handled by Freeman are subject to the enclosed Terms and Conditions.

## Other available services (may not be available in all locations)

- Cranes
- Scissor lifts, condors
- Access storage at show site
- Exhibit transportation services (see enclosed brochure)
- Security storage at show site
- Short-term and long-term warehouse storage
- Local pick-up and delivery
- Priority empty return

# F R E E M A N

# F R E E M A N

901 E South St  
 Anaheim, CA 92805  
 (714) 254-3410 Fax: (469) 621-5606  
 FreemanAnaheimES@freemanco.com

INCLUDE THE FREEMAN METHOD OF  
 PAYMENT FORM WITH YOUR ORDER

NAME OF SHOW: HARVEST-WESTERN-SOLOMON NATL SALES MTG & FOOD SHOW / MARCH 26, 2011

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

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

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

For Assistance, please call 714-254-3410 to speak with one of our experts.

Let Freeman OnLine® estimate your material handling charges for you. Log on to [www.freemanco.com/store](http://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.
- 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, Airborne Express, DHL and UPS** are included in this category due to their delivery procedures.
- UNCRATED:** Material that is shipped loose or pad-wrapped, and/or unskidded machinery without proper lifting bars or hooks.
- STRAIGHT TIME:** 8:00 A.M. to 4:30 P.M. Monday through Friday
- OVERTIME:** 4:30 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.)

**All show site shipments will be assessed overtime charges. For your convenience, the rates below include the overtime charges for move-out.**

Description	Price Per CWT	200 lb. Minimum
-------------	---------------	-----------------

### RATE CLASSIFICATIONS:

<b>Warehouse Shipment Delivered on or Before MARCH 23, 2011 (Includes outbound overtime) (200 lb. minimum)</b>		
Crated or Skidded Shipment.....	\$ 110.60	221.20
Special Handling Shipment.....	\$ 143.80	287.60
<b>Show Site Shipment Deliver Only on MARCH 25-26, 2011 (Includes outbound overtime) (200 lb. minimum)</b>		
Crated or Skidded Shipment.....	\$ 114.90	229.80
Special Handling Shipment.....	\$ 149.40	298.80
Uncrated or Pad Wrapped Shipment.....	\$ 172.40	344.80
<b>Small Package - Maximum weight is 30 lbs per shipment*</b>		
Per Shipment.....	\$ 48.40	48.40

\*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 MARCH 23, 2011.....	\$ 21.90	43.80
Show Site Shipment after Show Opening.....	\$ 23.00	46.00
<b>Overtime Charge - Inbound (in addition to above rates)</b>		
Crated or Skidded Shipment.....	\$ 23.00	46.00
Special Handling Shipment.....	\$ 29.90	59.80
Uncrated or Pad Wrapped Shipment.....	\$ 34.50	69.00
<b>Mobile Unit Spotting Fee</b> .....	\$ 297.30	297.30

Description	Weight	CWT	Price per CWT	Estimated Total Cost (200 lb. Min.)
	÷ 100 =			
<b>Surcharges</b>	÷ 100 =			
			<b>(8.75%) Tax</b>	
			<b>Total</b>	

### Tips to Save on Material Handling

• Consolidate shipments - when total weight is less than 200 lbs. For Example:

3 Separate Shipments

60 lbs. charged @ 200 lbs. \$ 221.20

52 lbs. charged @ 200 lbs. \$ 221.20

65 lbs. charged @ 200 lbs. \$ 221.20 = \$663.60

1 Consolidated Shipment

3 pieces (1 shipment)

177 lbs. charged @ 200 lbs = \$221.20

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

# SPECIAL HANDLING DEFINITIONS

for frequently asked questions and material handling estimator tools, go to [www.freemanco.com/store](http://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, Airborne Express, DHL and UPS) without an individual Bill of Lading, requiring additional time, labor and equipment to process.

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

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

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

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

**F R E E M A N**

**R U S H**

**DO NOT DELAY**

**MUST DELIVER BY MARCH 23, 2011**

TO: \_\_\_\_\_

*EXHIBITOR NAME*

**C/O: FREEMAN**

**6060 NANCY RIDGE DR  
STE C**

**SAN DIEGO, CA 92121**

**WAREHOUSE**

**HARVEST-WESTERN-SOLOMON NATL**

EVENT: **SALES MTG & FOOD SHOW**

BOOTH NO. \_\_\_\_\_ NO. \_\_\_\_\_ OF \_\_\_\_\_ PCS.

THE ABOVE LABELS ARE PROVIDED FOR YOUR CONVENIENCE.

PLACE ONE ON EACH PIECE SHIPPED TO ENSURE PROPER DELIVERY.

IF MORE LABELS ARE NEEDED, COPIES ARE ACCEPTABLE.

**F R E E M A N**

**R U S H**

**DO NOT DELAY**

**MUST DELIVER BY MARCH 23, 2011**

TO: \_\_\_\_\_

*EXHIBITOR NAME*

**C/O: FREEMAN**

**6060 NANCY RIDGE DR  
STE C**

**SAN DIEGO, CA 92121**

**WAREHOUSE**

**HARVEST-WESTERN-SOLOMON NATL**

EVENT: **SALES MTG & FOOD SHOW**

BOOTH NO. \_\_\_\_\_ NO. \_\_\_\_\_ OF \_\_\_\_\_ PCS.

**F R E E M A N**

**R U S H**

**DO NOT DELAY**

**CANNOT DELIVER BEFORE MARCH 25, 2011**

**TO:**

*EXHIBITOR NAME*

**C/O: FREEMAN**

**LOEWS CORONADO BAY RESORT  
4000 CORONADO BAY RD**

**CORONADO, CA 92118**

**SHOW SITE**

**HARVEST-WESTERN-SOLOMON NATL**

**EVENT: SALES MTG & FOOD SHOW**

**BOOTH NO: \_\_\_\_\_ NO. \_\_\_\_\_ OF \_\_\_\_\_ PCS**

THE ABOVE LABELS ARE PROVIDED FOR YOUR CONVENIENCE.  
PLACE ONE ON EACH PIECE SHIPPED TO ENSURE PROPER DELIVERY.  
IF MORE LABELS ARE NEEDED, COPIES ARE ACCEPTABLE.

**F R E E M A N**

**R U S H**

**DO NOT DELAY**

**CANNOT DELIVER BEFORE MARCH 25, 2011**

**TO:**

*EXHIBITOR NAME*

**C/O: FREEMAN**

**LOEWS CORONADO BAY RESORT  
4000 CORONADO BAY RD**

**CORONADO, CA 92118**

**SHOW SITE**

**HARVEST-WESTERN-SOLOMON NATL**

**EVENT: SALES MTG & FOOD SHOW**

**BOOTH NO: \_\_\_\_\_ NO. \_\_\_\_\_ OF \_\_\_\_\_ PCS**

# F R E E M A N

901 E South St  
 Anaheim, CA 92805  
 (714) 254-3410 Fax: (469) 621-5606  
 FreemanAnaheimES@freemanco.com

**DISCOUNT PRICE  
 DEADLINE DATE  
 MARCH 11, 2011**

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

NAME OF SHOW: HARVEST-WESTERN-SOLOMON NATL SALES MTG & FOOD SHOW / MARCH 26, 2011  
 COMPANY NAME \_\_\_\_\_ BOOTH #: \_\_\_\_\_  
 CONTACT NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_  
 E-MAIL ADDRESS \_\_\_\_\_

For Assistance, please call 714-254-3410 to speak with one of our experts.

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

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

**LABOR (Minimum Charge for Orders - 1 hour)**

	QTY Show	QTY 24 Hr.	Discount Price	Standard Price	TOTAL
500 Watts (5 amps)	_____	_____	136.50	204.75 = \$	_____
1000 Watts (10 amps)	_____	_____	239.15	358.75 = \$	_____
2000 Watts (20 amps)	_____	_____	321.05	481.60 = \$	_____

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

20 Amps	_____	_____	603.90	905.85 = \$	_____
30 Amps	_____	_____	697.80	1,046.70 = \$	_____
60 Amps	_____	_____	947.85	1,421.80 = \$	_____
100 Amps	_____	_____	1,242.70	1,864.05 = \$	_____

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

20 Amps	_____	_____	803.70	1,205.55 = \$	_____
30 Amps	_____	_____	962.05	1,443.10 = \$	_____
60 Amps	_____	_____	1,261.25	1,891.90 = \$	_____
100 Amps	_____	_____	1,658.75	2,488.15 = \$	_____
200 Amps	_____	_____	2,372.90	3,559.35 = \$	_____
400 Amps	_____	_____	3,340.45	5,010.70 = \$	_____

Transformer to Boost 208V to Approx. 230V - \$5.45 per Amp (20 Amp Min.)

Qty \_\_\_\_\_ Amps \_\_\_\_\_ = \$ \_\_\_\_\_

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

20 Amps	_____	_____	966.40	1,449.60 = \$	_____
30 Amps	_____	_____	1,155.35	1,733.05 = \$	_____
60 Amps	_____	_____	1,513.50	2,270.25 = \$	_____
100 Amps	_____	_____	1,990.70	2,986.05 = \$	_____
200 Amps	_____	_____	2,844.65	4,267.00 = \$	_____

**LIGHTING (Price Includes Power)**

Single Light Stand*	_____	_____	133.20	199.80 = \$	_____
Double Light Stand*	_____	_____	222.75	334.15 = \$	_____
Arm Light*	_____	_____	163.80	245.70 = \$	_____
Overhead Quartz Light**	_____	_____	375.65	563.50 = \$	_____

\* Price includes installation along the side rails of an inline booth. Other locations will require additional labor and material charges.

\*\* May require additional labor and/or lift charges. Please contact our office to determine all applicable charges.

Extension cords and power strips are available for rent at the Show Service Desk.

Outlet prices for 120 Volt power include delivery of the service to one location at the rear of the booth in peninsula and in-line booths. All islands will require labor. If you require outlets in other locations, have lights or electrical items to hang or erect, or have other electrical requirements please see the Electrical Labor order form for rates and instructions.

**Advance Show Site**  
**Straight Time (per hour)..... \$ 118.50 \$ 154.10**  
 Monday - Friday, 8:00 am - 4:30 pm  
 (Excluding Holidays)

**Overtime (per hour)..... \$ 237.00 \$ 308.10**  
 Monday - Friday, 4:30 pm - 8:00 am  
 All day Saturday, Sunday and Holidays

**ADDITIONAL INFORMATION**

- To honor discount prices we must receive your order with full payment prior to the deadline date along with a floor plan indicating the main power location and distribution points, if applicable. (see below)
- A scaled floor plan is required for orders with multiple outlet locations and/or island booths. Detailed examples are provided on reverse. If a 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.
- Electricity is turned on 30 minutes prior to show opening and turned off 30 minutes after show closes on show days. Power will be turned off immediately after final show closing. If you require power outside actual show hours, special arrangements should be made in advance. Additional charges may apply.
- If an uninterrupted power supply is required for the full duration of the show, please order 24 hour power.
- If a dedicated circuit is required, please order 2000 watts/20 amps.
- Separate outlets should be ordered for each piece of equipment and/or each power location.
- 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.

TOTAL COST	
Outlet(s)	\$ _____
Lighting	\$ _____
Estimated Labor	\$ _____
Tax	\$ _____ N/A _____
<b>GRAND TOTAL</b>	<b>\$ _____</b>

**FREEMAN electrical**

## 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.

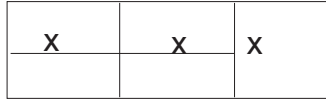
#### For Lighting

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

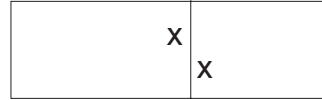
### LOCATION OF POWER IN YOUR BOOTH

#### 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

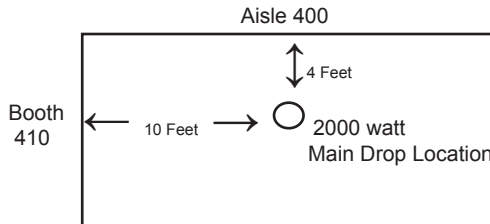


BACK TO BACK PENINSULA

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.

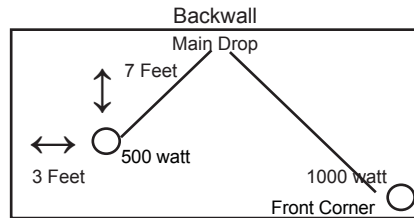
#### Island Booths/Multiple Outlets

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](http://freemanco.com) to print as a base layout.



Island Booth with one outlet

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. Electrical Services provided to Island booths require labor and material for distribution. Please see the Electrical Labor form for a detail of labor rules and regulations.
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 multi-outlet devices (eg - power strips) must have circuit protection. All exposed non-current carrying metal parts of fixed equipment, which are liable to be energized, shall be grounded.
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. Power sharing is not permitted between exhibitors.
9. 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.
10. Claims will not be considered, or adjustments made unless filed in writing, by Exhibitor, prior to the close of the event.
11. 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.

# F R E E M A N

901 E South St  
 Anaheim, CA 92805  
 (714) 254-3410 Fax: (469) 621-5606  
 FreemanAnaheimES@freemanco.com

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

NAME OF SHOW: HARVEST-WESTERN-SOLOMON NATL SALES MTG & FOOD SHOW / MARCH 26, 2011

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

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

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

For Assistance, please call 714-254-3410 to speak with one of our experts.

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

## ELECTRICAL LABOR

<b>LABOR RATES (rates are per hour per person)</b>	<b>Advance</b>	<b>Show Site</b>
<b>Straight Time</b> .....	<b>\$ 118.50</b>	<b>\$ 154.10</b>
Monday - Friday, 8:00 am - 4:30 pm (Excluding Holidays)		
<b>Overtime</b> .....	<b>\$ 237.00</b>	<b>\$ 308.10</b>
Monday - Friday, 4:30 pm - 8:00 am All day Saturday, Sunday and Holidays		

### STEP 1

Review the list of work below to determine if electrical labor is required in your booth. None of the following services may be performed by other Unions, I & D houses or Exhibitors, as it falls under electrical jurisdiction. Time and material charges will apply.

#### Labor Is Required For:

- 1 Floorwork - Distribution of electrical under carpet and flooring.
- 2 Boothwork - Distribution of electrical overhead (more than one drop location in your booth) and/or through booth structure.
- 3 Hook Up - Connection and hard-wiring of all 208 or higher voltage services, electrical motors, dimmers, disconnects or sound and projection equipment.
- 4 Lighting -
  - a) Assembly and installation of all mechanically fastened static lighting when wattage exceeds 2000 watts or more than 4 lights.
  - b) Assembly, installation and dismantle of electrical headers and/or light boxes.
- 5 Truss Work -
  - a) Assembly and installation of all lighting hung from truss or beams (for shows in San Francisco this includes assembly and hanging of the truss), overhead lighting and distribution of power cables throughout the truss.
  - b) Assembly of ground support truss specifically for lighting (more than 4 lights or greater than 2000 watts).
- 6 Signage - Wiring of overhead signs.
- 7 Inspection - All Exhibitor's power panels and equipment pre-wired to plug into Freeman systems.
- 8 Cabling - Coaxial and/or communication cable distribution within booth. (Exhibitor must supply cable).
- 9 Lift Services -
  - a) Forklift
  - b) Scissorlift
  - c) Boom Lift
- 10 Miscellaneous-
  - a) Any electrical distribution and/or mechanical fastening to the exhibit or display of all electrical equipment, lighting fixtures, power tracks, etc.
  - b) Mounting of single monitors over 6' (to include plasma screens, LCD & CRT) and installation of hanging brackets.
  - c) Changes to or the addition of electrical connectors to electrical apparatus.
  - d) If the combination of all outlets is greater than 2000 watts/20amps or voltage is higher than 120 volt.

### STEP 2 (Applicable to Floorwork only)

Complete the authorization below and submit a scaled floor plan indicating a main power drop, exact outlet locations (with wattage or amperage) complete with dimensions and booth orientation indicating surrounding aisle or booth numbers. See example on reverse. Please also submit the Freeman Method of Payment Form with credit card information. Floorwork can only be completed in advance with a credit card on file and upon receipt of an acceptable floor plan and authorization to proceed. It is highly recommended to choose this option so that work is completed prior to your arrival and booth set up can begin immediately.

**Authorized to proceed without supervision based on accompanying floor plan. Method of Payment attached.**

Installation to be complete by: Date \_\_\_\_\_ Time: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

If a company representative prefers to be present during electrical distribution, please reference Step 1 to determine what type of labor you require for your booth. Once your requirement has been determined, please complete Step 3 on reverse side with your choice.

**\*YOUR SIGNATURE ABOVE DENOTES ACCEPTANCE OF ALL TERMS AND CONDITIONS INCLUDED IN YOUR SERVICE MANUAL.**

See Reverse Side For Additional Information And Conditions

NAME OF SHOW: HARVEST-WESTERN-SOLOMON NATL SALES MTG & FOOD SHOW / MARCH 26, 2011

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

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

**STEP 3**

Indicate the preferred date and time that labor and/or lift is required. (Start times cannot always be guaranteed). If no time is provided, work will be performed on a first-come, first served basis only upon request. Please visit the Freeman service desk to confirm that you are ready for service. If electricians are dispatched at time of request and no supervision is available, a minimum one hour labor charge per electrician will apply.

NAME OF ON-SITE AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ *(Enter applicable # from Step 1)*

Labor Request Day \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ # of Electricians \_\_\_\_\_ Type of Work \_\_\_\_\_  
 Day \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ # of Electricians \_\_\_\_\_ Type of Work \_\_\_\_\_  
 Lift Request Day \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Est. # of Hours \_\_\_\_\_ Type of Lift \_\_\_\_\_

**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.**

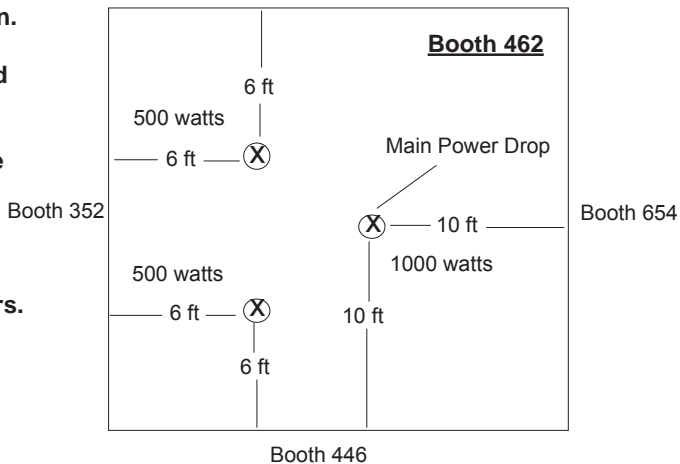
**TERMS & CONDITIONS**

- 1 Straight time rates apply to labor calls between the hours of 8:00 am and 4:30 pm, Monday through Friday. Overtime rates apply to labor calls before 8:00 am and after 4:30 pm, Monday through Friday, all day Saturday, Sunday and Holidays.
- 2 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.
- 3 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. Labor charges for dismantle will be one-half of the installation charge and will be automatically applied to your invoice.
- 4 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.
- 5 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.
- 6 Every effort will be made to dispatch electricians as requested but start times cannot be guaranteed.  
8:00 am calls will be filled on a first-come first served basis as orders are received.
- 7 Electrical services provided to Island booths require labor and material charges for distribution. Exhibitors may supply their own 14 gauge, 3 wire extension cords and/or power strips, both of which must be grounded and UL approved.
- 8 Lift equipment required for installation and dismantle purposes can be rented on an hourly basis, with a one hour minimum. At least one crew will be required to operate the equipment.
- 9 Claims will not be considered, or adjustments made, unless filed in writing, by Exhibitor, prior to the close of the event.
- 10 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.

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

Please indicate the following on the floor plan.

1. Location of the main power drop - please provide specific dimensions and wattages/ampereages.
2. Location and load of all outlets - please provide specific dimensions and wattages/ampereages.
3. Booth orientation - please provide surrounding aisle and/or booth numbers.



# F R E E M A N

## ELECTRICAL SERVICES

The grid below may be printed to layout your electrical requirements for booths up to 40 x 40 or used as a sample to develop your own plan for larger exhibits. Please complete as clearly as possible, indicating the following:

1. **Location of the main power drop.** (Power needs to be distributed from one location at which a panel or other piece of electrical equipment will be installed. It is recommended that this equipment be placed in a closet, under a table/desk or in another location that keeps it out of sight.) Please provide specific dimensions.
2. **Location and load of all outlets.** Please provide specific dimensions and wattages/amperages. *Please do not simply place an X where power is required.*
3. **Booth orientation.** Please provide surrounding aisle and/or booth numbers, particularly for island booths. Also, please try to orient your booth to the overall floor plan so that the diagram does not have to be rotated.

SHOW NAME / DATES HARVEST-WESTERN-SOLOMON NATL SALES MTG & FOOD SHOW / MARCH 26, 2011

COMPANY NAME \_\_\_\_\_

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

Adjacent Aisle or Booth# \_\_\_\_\_

A large grid for layout planning, consisting of 40 columns and 40 rows of squares. The grid is used for drawing booth layouts. Labels 'Adjacent Aisle or Booth #' are placed vertically on the left and right sides of the grid, with lines extending from the grid edges to indicate where to write the aisle or booth numbers.

Adjacent Aisle or Booth # \_\_\_\_\_

A measurement scale can be applied as necessary to reflect the size of your booth.

10 x 10 use 1 square = 1/4 foot

20 x 20 use 1 square = 1/2 foot

40 x 40 use 1 square = 1 foot

# 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 OR
- WORK IS PERFORMED ON BEHALF OF EXHIBITOR BY LABOR SECURED THROUGH FREEMAN.

## DEFINITIONS

For purposes of this Contract, "FREEMAN" means Freeman Decorating Services, Inc. ("FDSI"), Freeman Decorating Ltd. Freeman Audio Visual Solutions, Inc., and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities. 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 at the time the order is placed. Purchase orders are not considered payment. 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 equipment rentals are based on Show Rates and apply only to Show Days. Rental prices on Audio Visual equipment (including computers) do not include labor, delivery, electrical services or removal of the equipment from the booth. Exhibitor agrees to use all rental equipment with reasonable care to prevent excessive wear and tear and/or damage to Freeman's property. Exhibitor will notify Freeman immediately of any damage to rental equipment and agrees to be billed for any damage to, or loss of, rental equipment rented to Exhibitor. In case of cancellation of any labor orders by Exhibitor a one-hour "per person, per hour" charge will be applied for all labor and equipment 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, Audio Visual and/or Computer Equipment 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. Exhibitor is solely responsible for, and agrees to pay, any and all charges related to removal of items from Exhibitor's booth after the show has ended even if items were provided by, or belong to a third party. 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 preapproved unpaid balance after the close of the show; terms will be net, due and payable in Dallas, Texas upon receipt of invoice. Effective 30 days after invoice date, any unpaid balance will bear a FINANCE CHARGE at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and future orders will be on a pre-paid basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, and any excess finance charge received by Freeman shall be either applied to reduce the principal unpaid balance or refunded to the payer. If past due invoices or invoice balances are placed with a collection agency or attorney for collection or suit, Exhibitor agrees to pay all legal and collection costs. THESE PAYMENT TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of any dispute between the Exhibitor and Freeman relative to any loss, damage, or claim, such Exhibitor shall not be entitled to and shall not withhold payment, or any partial payment, due to Freeman for its services, as an offset against the amount of any alleged loss or damage. 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. Exhibitor hereby grants a lien on its property in Freeman's possession to the extent of any outstanding obligations owed to Freeman by Exhibitor.

**LABOR UNDER SUPERVISION OF EXHIBITOR:** Exhibitor shall be responsible for the performance of labor provided under this section. 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) 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 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 Decorating Services, Inc., and its employees, directors, officers, agents, assigns, affiliated companies, and related entities. The term "Exhibitor" means the Exhibitor, its employees, agents, representatives, any Exhibitor Appointed Contractors ("EAC"), and any persons receiving services from Freeman.

2. **PACKAGING/CRATES AND STORAGE.** 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. 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 will 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.

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, lockouts, work stoppages, natural elements, vandalism, Act of God, civil disturbances, power failures, explosions, acts of terrorism or war, or for any other cause beyond Freeman's reasonable control, nor for ordinary wear and tear in the handling of materials.

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 conclusion of the show or exposition. (For purposes of claim reporting, the "conclusion" of the show shall be construed as the time when Exhibitor's materials are delivered to the carrier for transportation from the show site or from Freeman's warehouse). All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against Freeman **more than two (2) years** after the date of loss or damage occurred.

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

b. **MAXIMUM RECOVERY.** If found liable for any loss, Freeman's sole and exclusive **MAXIMUM** liability for loss or damage to 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 less. All shipment weights are subject to correction and final charges determined by the actual or re-weighted 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 and its employees, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) arising out of 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 exposition to which this Contract relates, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of Freeman's equipment; Exhibitor's violation of Federal, State, County or Local ordinances; 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 goods (including without limitation all equipment) 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 PREMISES.

## AIR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

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

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

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

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

**4. PACKAGING AND CRATES:** Shipper's property must be well packaged for safe and secure handling, storage and shipment using ordinary care. Each piece must be legibly and durably marked with the name and address, including correct ZIP code of the Shipper and Consignee. When a container is used 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 PAYS THE APPROPRIATE VALUATION CHARGE. IN NO EVENT SHALL Freeman's LIABILITY EXCEED THE DECLARED VALUE OF THE SHIPMENT OR THE AMOUNT OF LOSS OR DAMAGE ACTUALLY SUSTAINED, WHICHEVER IS LOWER. IF CARRIAGE OF THE SHIPMENT IS SOLELY OR PARTLY BY AIR AND INVOLVES AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, Freeman's LIABILITY FOR CARGO LOST, DAMAGED OR DELAYED SHALL BE LIMITED TO \$9.07 PER POUND (\$20.00 PER KILOGRAM) FOR CARRIAGE SUBJECT TO THE UNAMENDED WARSAW CONVENTION OR THE WARSAW CONVENTION AS AMENDED BY THE HAGUE PROTOCOL OF 1955, 17 SPECIAL DRAWING RIGHTS PER KILOGRAM FOR CARRIAGE SUBJECT TO THE WARSAW CONVENTION AS AMENDED BY THE MONTREAL PROTOCOL NO. 4 OF 1975, OR \$9.07 PER POUND (\$20.00 PER KILOGRAM) FOR CARRIAGE WHERE THE WARSAW CONVENTION, INCLUDING ITS AMENDMENTS, DOES NOT APPLY FOR ANY REASON, UNLESS A HIGHER DECLARED VALUE IS REQUESTED, AND THE FEES SET FORTH IN THE SERVICE GUIDE FOR SUCH HIGHER DECLARED VALUE ARE PAID. FOR INTERNATIONAL SHIPMENTS, THIS SHIPPING REQUEST AND SHIPPING INSTRUCTION CONTRACT SHALL BE DEEMED AN AIR WAYBILL WITHIN THE MEANING OF THE WARSAW CONVENTION.

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

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

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

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.

**8. CLAIMS:** Shipper, Consignee, or any other party claiming an interest in the shipment must notify Freeman immediately upon delivery, or in the case of loss or damage which could not have been noted at the time of delivery, within 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: Cunningham Lindsey US, Inc., P.O. Box 703689, Dallas, TX 75370.

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

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

# MOTOR CARGO

## MOTOR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES.** Shipper understands that even if Shipper's property is lost, stolen, or damaged, Freeman does not pay replacement or restoration cost of any property. **FREEMAN'S MAXIMUM LIABILITY SHALL BE THE AMOUNT OF PROVEN ACTUAL VALUE NOT EXCEEDING THE LOWER OF THE FAIR MARKET VALUE (THE "FAIR MARKET VALUE" EQUALS THE AS IS WHERE IS PRICE FOR THE PROPERTY AT THE LOCATION OF THE SHOW TO WHICH PRICE A WILLING BUYER AND A WILLING SELLER WOULD AGREE IN AN ORDINARY COURSE OF BUSINESS, ARM'S LENGTH SALE.) OR \$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 has been stated in writing by Shipper or has been agreed upon in writing as the released value of the property upon which the rate is based, such lower value plus freight charges, if paid, shall be the maximum recoverable amount for loss or damage. **Notwithstanding the above limitations, all shipments containing the following items of extraordinary value are limited to a maximum declared value of \$500.00 (USD):** (a) Artworks and objects of art, including without limitation, original paintings, drawings, etchings, watercolors, tapestries and sculptures or prototypes; (b) Clocks, jewelry, including costume jewelry, furs, and fur-trimmed clothing; (c) Personal effects, including without limitation, papers and documents; and (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 profits damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, or damages for failure of performance, breach of contract damages, fraud damages, or any other sort of damage for tort or breach of contract. This limitation shall bind the parties: **(A) WHENEVER OR WHEREVER THE CLAIMED LOSS OR DAMAGE MAY OCCUR; (B) EVEN THOUGH THE ALLEGED LOSS OR DAMAGE IS CLAIMED TO RESULT FROM NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, BREACH OF CONTRACT, BREACH OF STATUTE OR REGULATION, OR ANY OTHER LEGAL THEORY OR CAUSE, AND; (C) EVEN THOUGH FREEMAN MAY HAVE BEEN ADVISED OR BE ON NOTICE OF THE POSSIBILITY OR EVEN THE PROBABILITY OF SUCH DAMAGES.**

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

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

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

10. **CLAIMS.** Claims must be filed in writing within nine (9) months after the date of delivery of the property (or in the case of export traffic, within nine (9) months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss, damage, or delay shall be instituted against Freeman no later than two (2) years and one (1) day from the day when written notice is given by Freeman to the claimant that Freeman has disallowed the claim or 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 Cunningham Lindsey US, Inc., P.O. Box 703689, Dallas, TX 75370, 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 IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

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

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

# FIRE DEPARTMENT REGULATIONS

## **A. Inherently Fire Retardant or Flame Retardant Treatment**

1. All decorations, drapes, signs, banners, plastic displays, hay, straw, moss, split bamboo and other similar materials **MUST BE FLAME RETARDANT** to the satisfaction of the Fire Department and the State Fire Marshal.
2. Table coverings must be flame retardant treated unless they lay flat, with an overhang no greater than 6".
3. Oilcloth, tar paper, sisal paper, nylon, orlon and certain other plastic materials cannot be made flame retardant and their use is prohibited.
4. A Certificate of Flame Resistance shall be available for review by the Fire Marshal or on file with the Fire Marshal for all decorative materials.

## **B. Vehicles/Internal Combustion Engines on Display**

1. Any autos, trucks, motorcycles or other motorized vehicles displayed shall have their batteries disconnected and terminals taped.
2. All motor vehicle tanks containing fuel or which have ever contained fuel, shall be furnished with locking-type gas caps or sealed with tape. The level of gas in tanks cannot exceed five gallons or one-quarter tank, whichever is less.
3. Garden tractors, chain saws, power plants and other gasoline-powered equipment shall be safeguarded in a similar manner.
4. All autos, trucks and vehicles of any kind must show the location on the Fire Department-approved floor plan 14 days prior to the show date.

## **C. Combustibles**

1. Literature on display shall be limited to reasonable quantities. Reserve supplies shall be kept in closed containers and stored in a neat and compact manner.
2. No cardboard boxes or any combustible materials may be stored on top of or near any electrical wiring in the spaces behind the backwall drapery (booth) or behind any display.

## **D. Obstructions**

1. Aisles designated on approved show floor plans shall be kept clean, clear and free of obstructions. Booth constructions shall be substantial and fixed into position in specified areas for the duration of the show. Chairs, easels, signs and demonstration areas shall not be placed beyond booth areas into aisles.
2. All aisles must be maintained at a minimum of 10 feet in width or unless otherwise approved on floor plan.
3. All fire prevention and fire fighting equipment in all public assembly areas shall have easy and unobstructed accessibility.

## **E. Electrical Extension Cords and Multi-Plug Adapters**

1. Extension cords shall service one appliance only and shall be a three-wire approved type (with ground). The extension cord cannot exceed the capacity of the existing circuit breaker and cannot exceed fifteen amps.
2. Multi-plug adapters must be UL approved and have current (electricity) breaker overload safety device. Cube adapters and other devices which increase outlets are not acceptable unless equipped with an internal circuit breaker.
3. All spliced wires are illegal.

## **F. Compressed Cylinders**

1. Compressed cylinders must be attached to a stand if used upright or laid flat on floor.
2. Compressed flammable gases are prohibited inside a building. This includes acetylene, hydrogen, propane, butane and L.P.G.

## **G. Cooking and Warming Devices**

Cooking and warming devices shall be electric. Sterno may be used for warming trays. Cooking devices shall be approved by a recognized testing laboratory; e.g., U.L., F.M.

1. Cooking, warming devices, and/or heated products shall be isolated from the public by either placing the device a minimum of four feet back from the front of the booth or provide a plexiglass shield 18 inches high, 1/4 inch thick across the front, and down both sides of the demonstration area.

## **H. Heat producing Equipment**

1. Welding, soldering, or any open flame devices are prohibited.
2. Refer to SEC. F-2 above

Should there be any questions regarding the above listed minimum Fire Department Regulations or any other items that need clarification, please do not hesitate to give the Fire Department a call or address a letter to:

**San Diego Fire Department**  
1010 Second Avenue, #300  
San Diego, CA 92101  
(619) 533-4400