### Meeting Room Event Technology Packages (Daily Rentals)

<table>
<thead>
<tr>
<th>Package Description</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Daily Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Meeting Room Package (Up to 50 people)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>96&quot; Tripod Screen with Skirt, Projector(4000 Lumens), Projection Stand with Sound System, Computer Direct Interface Box, Wireless Microphone, and Microphone Stand</td>
<td></td>
<td>$650.00</td>
<td>$845.00</td>
<td></td>
</tr>
<tr>
<td>Medium Meeting Room Package (50 - 150 people)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6' X 10'8&quot; - 16:9 Screen, Projector (5000 Lumens), Projection Stand with Sound System, Computer Direct Interface Box, Wireless Microphone, and Microphone Stand</td>
<td></td>
<td>$1,100.00</td>
<td>$1,430.00</td>
<td></td>
</tr>
<tr>
<td>Large Meeting Room Package (150 people+)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7&quot; 6&quot; x 13&quot; 4&quot; - 16:9 Screen, Projector (6000 Lumens), Projection Stand with Sound System, Computer Direct Interface Box, Wireless Microphone, and Microphone Stand</td>
<td></td>
<td>$1,450.00</td>
<td>$1,885.00</td>
<td></td>
</tr>
<tr>
<td>Meeting Room Flat Screen Packages (Daily Rentals)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55&quot; Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player</td>
<td></td>
<td>$725.00</td>
<td>$942.50</td>
<td></td>
</tr>
</tbody>
</table>

### A La Carte Meeting Room Equipment (Daily Rentals)

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Daily Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>LCD XGA Computer Projector (4000 Lumens)</td>
<td></td>
<td>$331.32</td>
<td>$552.50</td>
<td></td>
</tr>
<tr>
<td>Projector Stand</td>
<td></td>
<td>$15.60</td>
<td>$26.00</td>
<td></td>
</tr>
<tr>
<td>Tripod Screen Circle One: 70&quot; $30  • 84&quot; $35  • 96&quot; $45</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Choose: Blu-ray - or - DVD Player</td>
<td></td>
<td>$58.50</td>
<td>$97.50</td>
<td></td>
</tr>
<tr>
<td>Small High Performance PA System (2 speakers, 1 Mixer/Amp)</td>
<td></td>
<td>$128.70</td>
<td>$214.50</td>
<td></td>
</tr>
<tr>
<td>Wireless Microphone - Handheld</td>
<td></td>
<td>$93.60</td>
<td>$156.00</td>
<td></td>
</tr>
<tr>
<td>Wireless Microphone - Headset</td>
<td></td>
<td>$93.60</td>
<td>$156.00</td>
<td></td>
</tr>
<tr>
<td>Wireless Microphone - Lavalier</td>
<td></td>
<td>$93.60</td>
<td>$156.00</td>
<td></td>
</tr>
<tr>
<td>Laptop Computer</td>
<td></td>
<td>$165.00</td>
<td>$214.50</td>
<td></td>
</tr>
<tr>
<td>Apple 15&quot; MacBook Pro</td>
<td></td>
<td>$128.70</td>
<td>$214.50</td>
<td></td>
</tr>
<tr>
<td>Computer Audio Interface Box (enable computer audio to PA System)</td>
<td></td>
<td>$31.20</td>
<td>$52.00</td>
<td></td>
</tr>
<tr>
<td>HP Laser Printer (40 PPM)</td>
<td></td>
<td>$76.05</td>
<td>$126.75</td>
<td></td>
</tr>
<tr>
<td>Wireless Presentation Mouse with laser pointer</td>
<td></td>
<td>$23.40</td>
<td>$39.00</td>
<td></td>
</tr>
<tr>
<td>Flip Chart w/ Pad with Markers</td>
<td></td>
<td>$31.20</td>
<td>$52.00</td>
<td></td>
</tr>
</tbody>
</table>

### Quoted Additional Equipment

<table>
<thead>
<tr>
<th>QTY.</th>
<th>Early Order</th>
<th>Daily Rate</th>
<th>Total</th>
</tr>
</thead>
</table>

Freeman has a full complement of Computer, Audio, Video and Lighting Inventory, as well as design capabilities. Whether your needs are big or small, our experts are available to help you!

Please contact us at: 708.255.7187 for a custom quote.

*Early order rate is subject to a 30% increase when ordering equipment after May 8, 2020.*

---

**Contact Your Freeman Representative**

IRENE SANCHEZ  
irene.sanchez@freeman.com

Phone: 708.255.7187  
Fax: 469.621.5610

Online at: www.freeman.com

---

**Total Your Order**

- Equipment Sub-Total
- 31% Handling Charge ($152.00 Min) Includes Delivery, Install & Dismantle
- Added Labor to Mount Client Owned Flat Screen to Stand ($75)
- State Sales Tax (8.9%)

**TOTAL CHARGES:**

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

**Please note for Electrical Services:**  
Not included in equipment pricing.

---

**Don’t see what you are looking for? Please call to discuss the options!**
**Contact Information**

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibiting Company Name:</td>
<td></td>
</tr>
<tr>
<td>Company Address:</td>
<td></td>
</tr>
<tr>
<td>City / State:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Third Party (If Applicable):</td>
<td></td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
</tbody>
</table>

**Meeting Information**

*A representative must be in your meeting room at the time of delivery unless alternate arrangements are made.
Delivery subject to readiness of the meeting room and set-up. Please call us at 708.255.7187 with questions.*

<table>
<thead>
<tr>
<th>On-Site Contact Person:</th>
<th>Cell Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Meeting:</td>
<td>Meeting Room Location:</td>
</tr>
<tr>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
<tr>
<td>Seating Style:</td>
<td>Seating Capacity:</td>
</tr>
<tr>
<td>Rehearsal Required:</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Additional Meeting Days:**

<table>
<thead>
<tr>
<th>Date of Meeting:</th>
<th>Meeting Room Location:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
<tr>
<td>Seating Style:</td>
<td>Seating Capacity:</td>
</tr>
</tbody>
</table>

**Payment Information**

Method of Payment (Choose One):

- □ Credit Card * In an effort to maximize the security of customer payments, a Freeman representative will include a link to our secure portal to provide credit card payment, with your order confirmation.
- □ Check * Checks must be in U.S. funds drawn on a U.S. or Canadian bank. "U.S. Funds" must be pre-printed on Canadian checks.
- □ Key Account *Key Account customers have been pre-approved with net 30 terms.
- □ Bank Transfer * Please reference the Show Name and Booth Number so we may properly credit your account.
  - Wire Transfer: Bank Transfer to Bank of America, N.A.; Dallas, TX
    - ABA#: 026-009-593, ACCT #: 4426831545 Freeman Audio Visual, LLC.
    - Physical address routing identifiers: 100 West 33rd Street, New York, NY
  - International Wire Transfer
    - Swift Code: BOFAUS3N ACCT # 4426831545 Freeman Audio Visual, LLC.
    - CHIPS address: 0959 Freeman Audio Visual, Inc.
    - Physical address for international routing identifiers: 100 West 33rd Street, New York, NY
  - ACH Direct Deposit
    - ABA# 111-000-012 ACCT # 4426831545 Freeman Audio Visual, LLC.
    - ABA routing transit number physical bank address: 901 Main Street, Dallas, TX

**Note:** Customers assume responsibility for any bank processing fees.

**Cancellation Policy:** Any cancellation must be received within 7 days of show open to avoid being charged one day's rental rate. Cancellations after delivery will result in a day's charge and labor incurred.
YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE. The terms and conditions set forth below become a part of the Contract between FREEMAN and you, the EXHIBITOR. Acceptance of said terms and conditions will be construed when any of the following conditions are met:

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

DEFINITIONS
For purposes of this Contract, “FREEMAN” or “The Freeman Companies” means Freeman Expositions, LLC, Freeman Expositions, Ltd., Freeman Audio Visual, LLC, Exhibit Surveys, LLC, Freeman Exhibit, Freeman Transportation, Stage Rigging, The Freeman Company, LLC, Freeman Electrical, LLC, Freeman Digital Ventures, LLC, and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited to, any subcontractors FREEMAN may appoint. The term “EXHIBITOR” means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors (“EAC”).

PAYMENT TERMS
Full payment, including any applicable tax, is due in advance at show site. All payments must be in U.S. secure funds and all checks must be drawn on a U.S. bank. Orders received without advance payment or after the deadline date will incur additional charges as indicated on each order form. Payment for Audio Visual services and equipment is due in advance of move-in, unless otherwise agreed in writing with Freeman. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of FREEMAN except where specifically identified as a sale. All rentals (excluding Audio Visual equipment and computers) include delivery, installation, and removal from EXHIBITOR’S booth. Rental prices on Audio Visual equipment and computers do not include la-bo, delivery, electrical services or removal of the equipment from the booth. In case of cancellation of any orders or services by EXHIBITOR, a one-hour “per-person or per-hour” charge will be applied for all labor orders that are not canceled in writing at least 24 hours prior to the scheduled start time. If Prestige Carpet, Custom-Cut Carpet, Modular Rental Exhibits and any other custom-order items or services have already been provided at the time of cancellation, fees will remain at 100% of the original charge. Audio Visual orders cancelled within 7 days from the show opening date will be charged a one-day rental rate on equipment. On-site cancellation of Audio Visual services will result in a one-day rental charge of equipment and any applicable labor. If the Show or Event is cancelled because of rea-sons beyond FREEMAN’S control, EXHIBITOR remains responsible for all charges for services and equipment provided up to and including the date of cancellation. FREEMAN will not issue refunds to EXHIBITOR of any payments made before the date of cancellation. It is EXHIBITOR’S responsibility to advise the FREEMAN Service Center Representative of problems with any orders, and to check the EXHIBITOR’S invoice for accuracy prior to the close of the Show or Event. If EXHIBITOR is exempt from payment of sales tax, FREEMAN requires an exemption certificate for the State in which the services are to be used. Resale certificates are not valid unless EXHIBITOR is rebilling these charges to its customers. For International EXHIBITORS, FREEMAN requires 100% prepayment of advance orders, and any order or services placed at show site must be paid at the show. For all others, should there be any pre-approved unpaid balance after the close of the show; terms will be net, due and payable in DALLAS, TEXAS upon receipt of invoice. Effective 30 days after invoice date, any unpaid balance will bear a FINANCE CHARGE at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and future orders will be on a prepaid basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, and any excess finance charge received by FREEMAN shall be either applied to reduce the principal unpaid balance or refunded to the payer. If past due invoices or invoice balances are placed with a collection agency or attorney for collection or suit, EXHIBITOR agrees to pay all legal and collection costs. THESE PAYMENT TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of any dispute between the EXHIBITOR and FREEMAN relative to any loss, damage, or claim, such EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due to FREEMAN for its services, as an offset against the amount of any alleged loss or damage. Any claims against FREEMAN shall be considered a separate transaction, and shall be resolved on its own merits. FREEMAN reserves the right to charge EXHIBITOR for the difference between the EXHIBITOR’S estimate of charges and the actual charges incurred by EXHIBITOR, or for any charges that FREEMAN may be obligated to pay on behalf of EXHIBITOR, including without limitation, any shipping charges. If EXHIBITOR provides a credit card for payment and the credit card transaction is declined, EXHIBITOR hereby authorizes Freeman to process the outstanding balance in multiple smaller increments that total the amount of the outstanding payment obligation. In the event that a THIRD PARTY (AGENT) orders on behalf of the EXHIBITOR and the named THIRD PARTY does not discharge payment of the invoice prior to the last day of the show, charges will revert back to the EXHIBITOR. All invoices are due and payable upon receipt, by either party.

ELECTRICAL
If FREEMAN provides electrical services, claims will not be considered, or adjustments made unless filed in writing, by EXHIBITOR, prior to the close of the event. FREEMAN is not responsible for any damage or loss caused by the loss of power beyond 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. Please note that electrical services are NOT automatically included in Audio Visual rentals and must be ordered separately from the designated electrical provider.

LABOR UNDER THE SUPERVISION OF EXHIBITOR RESPONSIBILITIES
EXHIBITOR shall be responsible for the performance of labor provided under this option. It is the responsibility of EXHIBITOR to supervise labor secured through FREEMAN in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with FREEMAN’S Safe Work Rules and/or Federal, State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management rules and/or regulations. If any labor secured through Freeman is conducting overhead work, the Exhibitor is responsible for ensuring that everyone in the area of overhead work is wearing a hard hat. If the Exhibitor does not have its own hard hats, Freeman can assist with obtaining them. It is the responsibility of EXHIBITOR to check in with the Service Desk to pick up labor, and to return to the Service Desk to release labor when the work is completed.

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

IMPORTANT
PLEASE REFER TO FREEMAN’S “MATERIAL HANDLING TERMS & CONDITIONS” AS IT RELATES TO MATERIAL HANDLING SERVICES AND TO THE “SERVICE REQUEST & SHIPPING INSTRUCTIONS CONTRACT” AS IT RELATES TO TRANSPORTATION SERVICES. CONTRACT TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH FREEMAN. TERMS & CONDITIONS MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH FREEMAN.
YOU ARE ENTERING A BINDING CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE. Acceptance of said terms and conditions will be construed when any of the following conditions are met: This Material Handling Agreement (MHA) is signed; Exhibitor’s materials are delivered to Freeman’s warehouse or to an event site for which Freeman is the Official Show Contractor; or an order for labor and/or rental equipment is placed by Exhibitor with Freeman. Please be aware that disposal of exhibit properties is not included as part of your material handling charges. Please contact Freeman for your quoted rates and rules applicable to disposal of your exhibit properties.

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

2. PACKAGING/Crates AND Storage. Freeman shall not be responsible for damage to loose or unassembled materials, paper wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or boxes, or improperly packed or oversized materials. Freeman shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. Freeman does not accept any crates or packaging not 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 representatives. A charge will be made for each label affixed to containers. 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 THE SHOW SITE OR BEFORE THEY HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. Freeman recommends the securing of security tags from Facility and Freeman. 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. The carrier is not responsible for any wall tile or other charges including business center charges arising from delivery or pickup of Exhibitor’s materials.

5. DELIVERY TO THE CARRIER FOR RELOADING. Freeman assumes no responsibility for loss, damage, theft, or disappearance of Exhibitor’s materials after same have been delivered to Exhibitor’s appointed carrier, shipper, or agent for transportation after conclusion of the show. Freeman assumes no responsibility for loss, damage, theft, or disappearance of Exhibitor’s materials from the booth or 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 ARISE OUT OF IMPROPERLY LOADED OR LABELED MATERIALS.

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

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

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

a. PAYMENT FOR SERVICES MAY NOT BE WITHHELD. In the event of any dispute between the Exhibitor and Freeman relative to any loss, damage, or claim, Freeman shall not be entitled to and shall not withhold payment due Freeman for its services as an offset against the amount of any alleged loss or damage. All 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 recovery is limited to $5.00 (USD) per pound per article with a maximum liability of $100.00 (USD) per item, or $1,500.00 (USD) per shipment whichever is less. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

c. LIMITATION OF LIABILITY. IN NO EVENT SHALL Freeman BE LIABLE TO THE EXHIBITOR OR TO ANY OTHER PARTY FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES OCCUR 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 TORT, EVEN IF FREEMAN WAS 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 INTERUPPTION OF BUSINESS OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSSES.

9. DECLARED VALUE. Declarations of Declared Value are between the Exhibitor and the select ed/carrier only and are in no way an extension of Freeman’s maximum liability stated herein, unless specifically stated in the Contract. Exhibitor shall advise Freeman of the amount of Declared Value on 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. The place of delivery and venue for any dispute arising out of or relating to this Contract shall be in a court of competent jurisdiction in Dallas County, Texas.

11. INDEMNIFICATION. Exhibitor agrees to indemnify and forever hold harmless Freeman from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys’ fees and investigation costs) arising out or contributed to by Exhibitor’s negligent supervision of any labor secured through Freeman; Exhibitor’s negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of Exhibitor’s employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EACs) at the event to which this Contract relates and negligence, even if Freeman has been advised or has noticed 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.

12. LIEN. Exhibitor grants Freeman a security interest in and a lien on all of Exhibitor’s materials that are from time to time in the possession of Freeman and all the proceeds thereof, including without limitation insurance proceeds (the “Collateral”), to secure the prompt and full payment and performance of all Exhibitors indebtedness for money 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 YOU, YOUR EMPLOYER OR OTHERS ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISES. YOU AGREE TO ENTER AT YOUR OWN RISK. YOU HAVE FULL KNOWLEDGE OF ANY RISK INVOLVED IN THIS ACTIVITY. YOU RECOGNIZE THE HAZARDS AND DANGERS ASSOCIATED WITH THE USE OF YOUR OR OTHER TRUCK, YOUR OWN TRUCK AND THE CONSTRUCTION SITE. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS FREEMAN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, ASSIGNS, AFFILIATED COMPANIES AND RELATED ENTITIES, AGAINST ANY AND ALL LIABILITY, CLAIMS, AND DAMAGES OF ANY KIND WHATSOEVER ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISE.
DEFINITIONS:

... 

5. REFUSED SHIPMENTS:

If the Consignee refuses a shipment tendered for delivery or if Freeman is unable to deliver the shipment owing to a full or mistake of the Consignee or Consignor, 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 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 the party responsible for the claimed loss or damage 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, it shall indicate on any invoice opened for storage fees. Such notice shall advise that if Freeman does not receive disposition instructions within 10 days of that notification, Freeman shall invoice the party responsible for the claimed loss or damage for the cost of the storage. The party shall be responsible for the balance of charges not covered by the final disposition of the shipment. Freeman shall invoice the party responsible for the claimed loss or damage for the cost of the storage. The party shall be responsible for the balance of charges not covered by the final disposition of the shipment.

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

6. LIMITATION ON SHIPPER’S RECOVERY DAMAGES:

... 

8. CLAIMS:

... 

THREE 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 supplied 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:

... 

2. FINAL CONTRACT BETWEEN THE PARTIES:

... 

7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

... 

9. CHOICE OF FORUM:

...
1. DEFINITIONS. In this Contract, “Freeman” means Freeman Exhibitions, LLC, and its respective employ- ees, officers, directors, agents, affiliates, and companies related to entities including any contractors appointed by Freeman. The term “Shipper” means the person or business for whom the property is being transported, and includes the person or business to whom or to which the property is to be delivered and any successor to the original Shipper. Any reference to “freight forwarders” or “freight forwarders’ agents” includes any freight forwarders, brokers, agents, 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 the property is to be delivered. “Freeman” means Freeman Exhibitions, LLC, and its respective employees, officers, directors, agents, affiliates, and companies related to entities including any contractors appointed by Freeman. “Freight” means property to be transported by Freeman. “Freeman’s MAXIMUM LIABILITY SHALL BE THE AMOUNT OF PROVEN ACTUAL VALUE NOT EXCEEDING THE LOWER OF FAIR MARKET VALUE.” (THE “FAIR MARKET VALUE” EQUALS THE AS IS WHERE IS PRICE FOR THE PROPERTY AT THE LOCATION OF THE SHIP TO WHERE IT IS SCHEDULED TO ARRIVE. THIS PRICE IS BASED ON THE COST OF PURCHASING THE PROPERTY AND THE COST OF TRANSPORTING THE PROPERTY FROM THE LOCATION WHERE IT IS SCHEDULED TO ARRIVE. THE PROPERTY IS THEN DELIVERED TO THE SHIPPER’S LOCATION. THE SHIPPER AGREES TO PAY FOR ALL FREIGHT CHARGES.) 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 by receipt without contest. This Contract may not be waived by writing, except in writing, and then only by an authorized representative of Freeman.

2. FINAL CONTRACT BETWEEN THE PARTIES. In exchange for Shipper’s payments and Freeman’s services, which the parties have specified in this Contract, Freeman and Shipper each agree that this Contract shall govern their respective rights and obligations regarding transportation of Shipper’s property. If this Contract is not signed, it will be considered a binding contract following the common law of property for inbound shipments and after loading on the applicable carrier for outbound shipments, and the responsibility of the carrier for the property has been placed in the possession of the Consignee or the 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 perils 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 rea- sonable control, including (by way of illustration only, and not as a limitation on the breadth of this clause), strikes, lockout, work slowdown or stoppage, power failure, breakdown of plant or machinery, facility failure, vandalism, theft, Act of God, effect of natural elements, rot, civil commotion or disturbance, terrorism, act of any public authority, or government, harm or any kind or nature, whether foreseeable or not, including physical possession of Freeman for inbound shipments and after loading on the applicable carrier for outbound shipments, and the responsibility of the carrier for the property has been placed in the possession of the Consignee or the 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.

4. PACKAGING AND CRATES. Shipper’s property must be well packed for safe and secure handling, storage and shipping used in ordinary care. Freeman makes neither representation nor any warranty regarding the acceptance of packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, wooden or papered or unassembled wood or metal containers, or property segregated on an odd date, for property 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 that Freeman recommends is as published in the National Motor Freight Classification, published by the National Motor Freight Traffic Association. If the integrity of a shipment is in question, Freeman reserves the right to improve packaging at shipper’s expense.

5. PERISHABLE GOODS. Goods of a perishable nature are carried in dry trailers without environmental or elimination, e.g., exotic food items, fresh flowers, fragrances, fresh fruits, and vegetables, and without any refrigeration or special handling. Such shipments will be at the risk of the shipper and Freeman shall not be responsible for any damage to or loss of such perishable goods due to breaks or other causes.

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 may, at its own option, but in any case 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.

(b) Storage charges, if applicable, shall start no sooner than the next business day following the attempts of delivery. 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 delivery 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 delivery 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. Freeman shall not be responsible for any loss, damage, or expense resulting from such sale, or any charges. Freeman shall 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 possi- ble, 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 elect to destroy the property. Freeman may also elect to destroy the property if the property is not delivered and disposition requirements are not met, and Freeman may elect to destroy the property in order to protect the health or safety of Freeman’s employees or consignors.

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’s maximum liability shall be the amount of proven actual value not exceeding the lower of fair market value. (THE “FAIR MARKET VALUE” EQUALS THE AS IS WHERE IS PRICE FOR THE PROPERTY AT THE LOCATION OF THE SHIP TO WHERE IT IS SCHEDULED TO ARRIVE. THIS PRICE IS BASED ON THE COST OF PURCHASING THE PROPERTY AND THE COST OF TRANSPORTING THE PROPERTY FROM THE LOCATION WHERE IT IS SCHEDULED TO ARRIVE. THE PROPERTY IS THEN DELIVERED TO THE SHIPPER’S LOCATION. THE SHIPPER AGREES TO PAY FOR ALL FREIGHT CHARGES.) 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 by receipt without contest. This Contract may not be waived by writing, except in writing, and then only by an authorized representative of Freeman.