CES Unveiled Las Vegas
Exhibitor Information

EVENT DATE & LOCATION
Sunday, January 5, 2020
5-8:30 PM
Shoreline Exhibit Hall, Mandalay Bay Convention Center

EVENT SCHEDULE
Exhibitor Registration 9 AM–7 PM
Exhibitor Set-up 10 AM–4 PM
Event Hours 5–8:30 PM
Exhibitor Teardown 8:30–10 PM

REGISTRATION INFORMATION
As a CES Unveiled Las Vegas exhibitor, you must have two credentials in order to enter the Unveiled exhibit hall: 1. Official CES 2020 exhibitor badge, and 2. CES Unveiled Las Vegas exhibitor wristband. Unveiled exhibitors will not be allowed access into the event space without these two credentials.

1. Official CES badge:
To register for an official CES 2020 badge, your primary CES registration contact must register all CES booth personnel. If you are unsure of your company’s primary CES registration contact, please contact exhibit@CTA.tech. Note: There is no separate registration for CES Unveiled Las Vegas.

Once you are registered, you may pick up your badge at any of the CES badge pickup locations throughout the city. See the full list of available areas. At Mandalay Bay, Exhibitor Registration opens at 9 AM in the Mandalay Bay Convention Center in the Level 2 Bayside Foyer.

2. CES Unveiled Wristband
Your second required credential is a CES Unveiled wristband. Each Unveiled exhibitor receives four (4) exhibitor wristbands to the event for their booth personnel and/or set up staff. You do not have to provide names or register for these wristbands in advance.

When you arrive at the Mandalay Bay Convention Center, please proceed to Exhibitor Registration in the Level 2 Bayside Foyer to check in and pick up your wristbands. You will not be able to pick these up at any other registration locations in the city.

TABLETOP INCLUSIONS
Your display will include the following items:
- 22”x28” sign with the company name as it appears on your CES Unveiled Las Vegas participant agreement
- Display table (based on your participant agreement)
  o Standard display table: One (1) six (6) foot draped exhibit table
  o Eureka Park™ highboy: One (1) 24” square highboy exhibit table
- One (1) hard-wired internet drop at display table
- 500 watts of electricity at display table
For additional Audio-Visual needs, see the order form on page 6 and place your order by December 13, 2019 to receive discounted pricing. Contact Hilary Farrell hilary.farrell@freeman.com for further assistance.

**DISPLAY GUIDELINES**

- Product displays must fit on your display table. An exception is if the product itself (such as furniture or video displays) cannot fit on the tabletop. The product may then be placed on the floor in place of the display table.
- You may bring signage to support their exhibit.
  - All signage must fit behind the display table
  - Signage may not cross into another display table’s space
  - No signage may be placed in front of the tabletop
- This is a media networking event, you may eat, drink and socialize with the media throughout the venue. However:
  - Products, literature and giveaways must stay at each exhibitor’s display tabletop
  - Exhibitors may not bring professional models to showcase products as they network
- Please note that this event is for official credentialed media and industry analysts at CES 2020. Exhibitors may not invite customers or other guests to attend as they will not be granted access into the event.

**PRESHOW DELIVERY INSTRUCTIONS**

You may ship your product directly to Las Vegas in advance or drop it off in person.

**Ship your display**

If you choose to ship your product, all shipments must be received in advance to the Freeman warehouse between Monday, November 11, 2019 and Thursday, January 2, 2020. Note: The Freeman warehouse will be closed December 24-25, 2019, in observance of Christmas and January 1, 2020, in observance of New Year’s Day.

Use the shipping labels on page 5 of this document and attach to the outside of your package to ensure they are sorted with the CES Unveiled shipments when they arrive at the Freeman warehouse. These labels are in addition to the mail service’s labels including FedEx, DHL, UPS or any other express mail service you use. Note: Please DO NOT ship your display items to your CES booth, since this event occurs two days before CES show opens.

Freeman will store and deliver your shipment to your Unveiled exhibit space by 10 AM on Sunday, January 5, 2019.

**Hand carry your display**

If you do not ship your display in advance, you may hand carry your items to the Shoreline Exhibit Hall at Mandalay Bay on Sunday, January 5, 2020 for set up starting at 10 AM.
SET-UP
Exhibitor set-up will begin at 10 AM on Sunday, January 5, 2020. Your display must be setup by 4 PM in order to avoid last-minute challenges.

A select group of broadcasters and international media are invited to enter the event 30 minutes early, so please have your spokespersons ready and at CES Unveiled by 4:30 PM.

POST-SHOW INSTRUCTIONS
Exhibitors may load out when the event ends at 8:30 PM. You have a few options for removing your displays and materials as noted below. Everything must be clear from the event by 10 PM.

Delivery to your CES booth
You can schedule Freeman to deliver your display to your CES booth at another exhibit venue to arrive the following morning, January 6, 2020.

Ship your display
If you require items to be shipped elsewhere, Freeman will have representatives on-site to assist after the event and can arrange shipments on-site. Note: Freeman labor fees will be charged; please have a credit card on-hand for outbound shipping orders. If your items are not packed and labeled by 10 PM, your items will be packed and sent to the Freeman warehouse at your expense.

Hand carry your display
After the event, you may hand carry display out of the event space.

FLOORPLAN
Please see the Unveiled Las Vegas floorplan on page 12 of this document. Please note that space substitutions are not able to be accommodated.

MEDIA LISTS
The preregistered media list for CES 2020 is available starting December 2, 2019, via the CES Exhibitor Dashboard using your CES exhibitor credentials. If you are unsure of your CES exhibitor credentials, please contact exhibit@CTA.tech.

MEDIA KITS
Over 1,500 media and 200 exhibiting companies will be in attendance. Please be sure to bring an appropriate number of media kits, preferably electronic (USB, DVD, CD or URL posting), to distribute.

EVENT PROGRAM
The event program will be published within the January issue of It Is Innovation (i3), CTA’s flagship magazine. Exhibitors will have their company name, booth number and website URL, as they appear on your Participant Agreement, included. Note: Your contract must be fully executed and paid by November 25, 2019 for inclusion in printed event information.

The publication will be embargoed until January 5, 2020 and distributed at CES Unveiled Las Vegas.
CES Unveiled Las Vegas
Exhibitor Information

ADVERTISING WITHIN THE i3 EVENT PROGRAM
CES Unveiled exhibitors can purchase an ad in the event program within (i3) magazine at a special rate.

CTA’s i3 focuses on innovation in technology, policy and business as well as the entrepreneurs and startups who grow the industry. The publication also supports CTA's policy initiatives on Capitol Hill. Readers include the professionals that design, manufacture, buy, distribute and analyze products and trends for the $400 billion consumer tech industry.

Along with your listing in i3, gain even more exposure to our 58,000+ readers by highlighting your product in the January CES show issue. In addition to i3’s regular circulation, more than 20,000 additional issues will be distributed onsite at CES including at CES Unveiled Las Vegas to media and analysts, exclusive distribution in the Innovation Awards Showcase, CTA member lounges, exhibitor booth drops, media rooms, government/VIP lounges and in the CTA Center in the Grand Lobby.

If you’re interested in purchasing an ad, please contact Eric Schwartz at eschwartz@CTA.tech. Ad materials are due by November 15, 2019. Ad specs are available online at CTA.tech/i3.

EVENT SPONSORSHIPS
Beyond your tabletop, there are several event sponsorships available to help you increase your brand awareness and capture the media’s attention. For more information or if you're interested in purchasing a sponsorship, contact CESUnveiled@CTA.tech.

CES EXHIBITOR NEWS DISTRIBUTION AND ONLINE MEDIA KIT SERVICES
Publicize your new product launches, events and more with Business Wire, the official wire and online media kit service for CES 2020.

Business Wire offers exhibitors cost-effective options to distribute important news and content. All news releases distributed via Business Wire will automatically post to the official CES Exhibitor News page. Services include news release and multimedia distribution, online media kits, and a free 100-word exhibitor profile distribution.

For more information or to submit your free profile, visit https://tradeshow.businesswire.com/ces2020.

CONTACT
For further assistance please contact:

Kristen Strickland
Manager, CES Operations
Consumer Technology Association (CTA)®
Preshow: 703-907-4352
On-Site: 540-454-0476
KStrickland@CTA.tech
WAREHOUSE HOURS ARE MONDAY - FRIDAY, 7:00 AM TO 2:30 PM. DRIVERS MUST CHECK NO LATER THAN 2:30 PM TO BE OFF-LOADED ON SAME DAY.

TO: ________________________________

UNVEILED PARTICIPANT

CES 2020 - UNVEILED
NAME OF EXHIBITION

SHORELINES LEVEL 2
MEETING ROOM

C/O FREEMAN
6675 WEST SUNSET ROAD
LAS VEGAS, NV 89118

SHIPMENT MUST ARRIVE ON OR BETWEEN:
NOVEMBER 11, 2019 - JANUARY 2, 2020

CARRIER: ________________________________

NUMBER ___________ OF ___________ PIECES

WAREHOUSE WILL BE CLOSED ON DECEMBER 24, DECEMBER 25, AND JANUARY 1 IN OBSERVANCE OF THE HOLIDAY.
### Exhibiting Company Name: 

Booth #: 

<table>
<thead>
<tr>
<th>Packages</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apple iPad with Floor Stand - White</td>
<td></td>
<td>$150.00</td>
<td>$195.00</td>
<td></td>
</tr>
<tr>
<td>32&quot; Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player</td>
<td></td>
<td>$360.00</td>
<td>$468.00</td>
<td></td>
</tr>
<tr>
<td>42&quot; Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player</td>
<td></td>
<td>$435.00</td>
<td>$565.00</td>
<td></td>
</tr>
<tr>
<td>46&quot; Flat Screen Package - 1080P, with Dual Post Stand and External USB Media Player</td>
<td></td>
<td>$520.00</td>
<td>$676.00</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>

<table>
<thead>
<tr>
<th>Flat Screen Monitors</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>24&quot; Flat Screen - 1080P, with Dell Sound Bar - Choose One: Table Top -or- Wall Mounted</td>
<td></td>
<td>$145.00</td>
<td>$188.50</td>
<td></td>
</tr>
<tr>
<td>32&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted</td>
<td></td>
<td>$240.00</td>
<td>$312.00</td>
<td></td>
</tr>
<tr>
<td>42&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted</td>
<td></td>
<td>$320.00</td>
<td>$416.00</td>
<td></td>
</tr>
<tr>
<td>46&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted</td>
<td></td>
<td>$395.00</td>
<td>$513.50</td>
<td></td>
</tr>
<tr>
<td>55&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted</td>
<td></td>
<td>$600.00</td>
<td>$780.00</td>
<td></td>
</tr>
<tr>
<td>60&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted</td>
<td></td>
<td>$700.00</td>
<td>$910.00</td>
<td></td>
</tr>
<tr>
<td>70&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted</td>
<td></td>
<td>$900.00</td>
<td>$1,170.00</td>
<td></td>
</tr>
<tr>
<td>80&quot; Flat Screen - 1080P, with Internal Speakers - Choose One: Table Top -or- Wall Mounted</td>
<td></td>
<td>$1,400.00</td>
<td>$1,820.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Flat Screen Accessories</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mounting Bracket - (32&quot;- 80&quot; Flat Screen) Only required if providing your own Flat Screen</td>
<td></td>
<td>$75.00</td>
<td>$97.50</td>
<td></td>
</tr>
<tr>
<td>Single Post Stand - (up to 24&quot; Flat Screen; Mounting Bracket Required - Charges May Apply)</td>
<td></td>
<td>$75.00</td>
<td>$97.50</td>
<td></td>
</tr>
<tr>
<td>Dual Post Stand - (32&quot;- 80&quot; Flat Screen; Mounting Bracket Required - Charges May Apply)</td>
<td></td>
<td>$115.00</td>
<td>$149.50</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Touchscreen Displays</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>32&quot; Touchscreen - Choose One: Table Top -or-Wall Mounted</td>
<td></td>
<td>$400.00</td>
<td>$520.00</td>
<td></td>
</tr>
<tr>
<td>46&quot; Touchscreen - Choose One: Table Top -or-Wall Mounted</td>
<td></td>
<td>$650.00</td>
<td>$845.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Computing</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desktop Computer with Monitor (3.2 GHz or faster)</td>
<td></td>
<td>$140.00</td>
<td>$182.00</td>
<td></td>
</tr>
<tr>
<td>Laptop Computer (Core i5/2.5GHz/4GB/300GBHHD/DVD)</td>
<td></td>
<td>$165.00</td>
<td>$214.50</td>
<td></td>
</tr>
<tr>
<td>Apple iPad</td>
<td></td>
<td>$90.00</td>
<td>$117.00</td>
<td></td>
</tr>
<tr>
<td>iPad Floor Stand - White</td>
<td></td>
<td>$75.00</td>
<td>$97.50</td>
<td></td>
</tr>
<tr>
<td>Apple 21.5&quot; iMac (Intel Core 2 Duo/3.06 GHz)</td>
<td></td>
<td>$150.00</td>
<td>$195.00</td>
<td></td>
</tr>
<tr>
<td>Apple 15&quot; MacBook Pro (2.3 GHz Quad Core with Thunderbolt)</td>
<td></td>
<td>$225.00</td>
<td>$292.50</td>
<td></td>
</tr>
<tr>
<td>Apple 17&quot; MacBook Pro (2.3 GHz Quad Core with Thunderbolt)</td>
<td></td>
<td>$275.00</td>
<td>$357.50</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Equipment</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>USB Media Player</td>
<td></td>
<td>$60.00</td>
<td>$78.00</td>
<td></td>
</tr>
<tr>
<td>Choose: Blu-ray -or- DVD Player</td>
<td></td>
<td>$75.00</td>
<td>$97.50</td>
<td></td>
</tr>
<tr>
<td>Sound Bar - 2.1 Full Range, with Built-in Subwoofer</td>
<td></td>
<td>$40.00</td>
<td>$52.00</td>
<td></td>
</tr>
<tr>
<td>Small High Performance PA System (2 speakers, 1 Mixer/Amp)</td>
<td></td>
<td>$165.00</td>
<td>$214.50</td>
<td></td>
</tr>
<tr>
<td>Wireless Microphone - Choose One: Handheld -or- Headset -or- Lavalier</td>
<td></td>
<td>$120.00</td>
<td>$156.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quoted Equipment</th>
<th>QTY.</th>
<th>Early Order</th>
<th>Show Rate</th>
<th>Total</th>
</tr>
</thead>
</table>

*Order By: December 13, 2019 to Receive Early Order Pricing!

**Early order rate is subject to a 30% increase when ordering equipment after December 13, 2019.

### Contact Your Freeman Representative

**HILARY FARRELL**  
hilary.farrell@freeman.com  
Phone: 702.352.1417  
Fax: 469.621.5604  
Online at: www.freeman.com

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

<table>
<thead>
<tr>
<th>Your Name:</th>
<th>Booth Number:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Exhibiting Company Name:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City / State:</th>
<th>Zip Code:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Phone:</th>
<th>Fax:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Email:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Third Party (If Applicable):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
</tr>
</thead>
</table>

**Delivery Information**

_A representative must be in your booth at the time of delivery unless alternate arrangements are made. Delivery subject to readiness of the booth structure and set-up. Please call us at 702.352.1417 with questions._

<table>
<thead>
<tr>
<th>On-Site Contact Person:</th>
<th>Cell Phone:</th>
</tr>
</thead>
</table>

Please Select Your Preferred Date and Time of Delivery (Choose One):

- Saturday, January 4, 2020
- 9am - 12pm
- 1pm - 3:30pm

If You Have a Special Delivery Request, Please Note it Here:

**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, Inc.
Physical address routing identifiers: 100 West 33rd Street, New York, NY

**International Wire Transfer**
Swift Code: BOFAUS3N ACCT #: 4426831545 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, Inc.
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.
PAYMENT & LABOR

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

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

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

DEFINITIONS

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

PAYMENT TERMS

Full payment, including any applicable tax, is due in advance or at show site. All payments must be in U.S. 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 (including 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 labor, 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 son 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 canceled because of reasons beyond FREEMAN’S control, EXHIBITOR remains responsible for all charges for services and equipment provided up to and including the date of cancellation. FREEMAN will not issue refunds to EXHIBITOR of any payments made before the date of cancellation. It is EXHIBITOR'S responsibility to advise the Freeman Service Center Representative of problems with any orders, and to check the EXHIBITOR’S invoice for accuracy prior to the close of the Show or Event.

If FREEMAN 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 service 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 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 FREEMAN provides a credit card for payment and charges are rejected by the EXHIBITOR’S credit card company for any reason, FREEMAN hereby provides notice that it reserves the right, and EXHIBITOR authorizes FREEMAN, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the EXHIBITOR’S account. In the event that a THIRD PARTY orders on behalf of the EXHIBITOR and the named THIRD PARTY does not discharge payment of the invoice when due, FREEMAN reserves the right, and EXHIBITOR authorizes FREEMAN, to continue to attempt to secure payment through a third-party credit card for as long as unpaid balances remain on the EXHIBITOR’S account. In the event that a THIRD PARTY orders on behalf of the EXHIBITOR and the named THIRD PARTY does not discharge payment of the invoice when due, FREEMAN reserves the right, and EXHIBITOR authorizes FREEMAN, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the EXHIBITOR’S account. In the event that a THIRD PARTY orders on behalf of the EXHIBITOR and the named THIRD PARTY does not discharge payment of the invoice when due, FREEMAN reserves the right, and EXHIBITOR authorizes FREEMAN, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the EXHIBITOR’S account. In the event that a THIRD PARTY orders on behalf of the EXHIBITOR and the named THIRD PARTY does not discharge payment of the invoice when due, FREEMAN 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.

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.
ATTENTION EXHIBITORS!

Thank you for choosing Freeman Expositions as your exhibitor representative at the [Exhibition Name]. This Manual Handling Agreement (MHA) is intended to clarify the responsibilities of Freeman and Exhibitors in the delivery, handling, and return of materials and materials handling services to and from the show. It is the responsibility of the Exhibitor to carefully read the MHA and understand the implications of the agreement. If you have any questions, please contact your Freeman representative.

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

2. PACKAGING/Crates and Storage. Freeman shall not be responsible for damage to loose or uncrated materials, pad wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labeled materials. Freeman shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. Freeman does not accept any crates or packaging that is not reasonably safe for any kind of movement. 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 empty 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 the pigeon 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. Freeman assumes no responsibility for lack of proper handling of loaded or labled material by any third party or other charges including business center charges arising from delivery or pickup of Exhibitor’s materials.

5. DELIVERY TO THE CARRIER FOR RELOADING. Freeman assumes no responsibility for loss, damage, theft, or disappearance of Exhibitor’s materials after same have been delivered to Exhibitor’s appointed carrier, shipper, or agent for transportation after the conclusion of the show. Freeman is not the carrier or under the control of the carrier under whose care, control, or direction the Exhibitor’s materials are delivered. 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.

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 reserves the right to alter its performance hereunder in the event of any labor strike or any other act of God, labor relations dispute, or other event that is beyond Freeman’s control. Freeman shall not be responsible for any loss, damage, theft, or disappearance of Exhibitor’s materials arising from, caused by, or in connection with any such event.

8. CLAIM(S) FOR LOSS. Freeman will assume responsibility for loss, damage, theft, or disappearance of Exhibitor’s materials from the close of the show until Exhibitor’s materials are delivered to Exhibitor’s appointed carrier, shipper, or agent for transportation after the conclusion of the show. Freeman shall not be responsible for loss, damage, theft, or disappearance of Exhibitor’s materials 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. Freeman assumes no responsibility for lack of proper handling of loaded or labled material by any third party or other charges including business center charges arising from delivery or pickup of Exhibitor’s materials.

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 IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF ANY EXHIBITOR’S MATERIALS THAT ARE TRANSMITTED OR RECEIVED UNDER ANY DECLARED VALUE INSURANCE.

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

11. INDEMNIFICATION. Exhibitor agrees to indemnify and forever hold harmless Freeman from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys fees) relating to any matter for which Freeman has disclaimed liability pursuant to the provisions of this Contract. In the event of any dispute involving Exhibitor, Freeman is not responsible 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 ANY CLAIM ARISING FROM THE TRANSMITTAL OF, OR FAILURE TO TRANSMIT, DECLARED VALUE INSTRUCTIONS TO THE CARRIER NOR FOR FAILURE OF THE CARRIER TO UPHOLD THE DECLARED VALUE OR ANY OTHER TERM OF CARRIAGE.

12. LIEN. Exhibitor grants Freeman a security interest in and a lien on all of Exhibitor’s materials from the time of delivery to Freeman to the time of return of Exhibitor’s materials to Exhibitor. 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.

13. WAIVER & RELEASE. Exhibitor, as a material part of the consideration to Freeman for its services, agrees that Freeman is not responsible for any loss, damage, theft, or disappearance of Exhibitor’s materials arising from, caused by, or in connection with any such event. Freeman reserves the right to alter its performance hereunder in the event of any labor strike or any other act of God, labor relations dispute, or other event that is beyond Freeman’s control. Freeman shall not be responsible for any loss, damage, theft, or disappearance of Exhibitor’s materials arising from, caused by, or in connection with any such event. Freeman reserves the right to alter its performance hereunder in the event of any labor strike or any other act of God, labor relations dispute, or other event that is beyond Freeman’s control.

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 the rules and regulations 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.
In this Contract, “Freeman” means Freeman Decorating Services, Inc., and its respective employees, officers, directors, agents, affiliates, and controlled companies, including any contractors appointed by Freeman. The term “Shipper” means the person or business for whom or to whom any of the services described herein are to be performed, either directly or indirectly through a subcontractor. If the property is to be delivered to a Consignee, the Consignee shall be considered the Shipper, and the property shall become the property of the Consignee. The terms “owner” or “Consignment” are defined in the applicable law governing the subject property or the Consignee. This Contract shall be void or unenforceable, the reasonable control of Freeman. EXCEPT FOR GUARANTEED SERVICE SHIPMENTS, Freeman DOES NOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE.

2. Packaging and Crates: Shipper’s property must be well packaged for safe and secure handling, storage, and shipment. Freeman reserves the right, at its discretion, to refuse to accept property that is not well packaged. Property must be well packaged for travel in an average climate. Proof of delivery will be considered void or unenforceable for (a) property not well packaged, or (b) property not properly marked, or (c) property that is obviously damaged or damaged at the time of acceptance.

3. Damages: Freeman will not be liable for damage to property during storage or shipment. Freeman shall not be responsible for damage to perishable commodities, including but not limited to the following: nutritious items, living things, plants, food, ice, flammable, explosive, radioactive materials, or any other material that might cause damage to perishable commodities. The right to receive payment for storage and transportation shall be limited to the property identified in the shipping instructions or in writing to Freeman, or 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.

4. Damages: Freeman will not be responsible for damage to property during storage or shipment. Freeman shall not be responsible for the loss of or damage to property beyond reasonable control, including (by way of illustration only and not as a limitation on the breadth of this clause), strike, lockout, work stoppage or slowdown, power failure, breakdown of plant or machinery, facility failure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion, or any other cause beyond Freeman’s reasonable control.

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 Consignee, Freeman’s liability shall then become that of a warehouseman.

6. Limitation on Shipper’s Recoverable damage: 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, Condemnation, (a) damages arising from or related to the shipment of dangerous, hazardous, noxious, or explosive material, (b) damage to property resulting from the owner’s failure to properly mark or label the property, (c) damage caused by an Act of God, (d) damage caused by a failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), (e) damage caused by misapplication or misdescription of the shipment, (f) damage caused by misapplication or misdescription of the shipment, (g) damage caused by misapplication or misdescription of the shipment, (h) damage caused by misapplication or misdescription of the shipment, (i) damage caused by misapplication or misdescription of the shipment, (j) damage caused by misapplication or misdescription of the shipment, (k) damage caused by misapplication or misdescription of the shipment, (l) damage caused by misapplication or misdescription of the shipment, (m) damage caused by misapplication or misdescription of the shipment, (n) damage caused by misapplication or misdescription of the shipment, (o) damage caused by misapplication or misdescription of the shipment, (p) damage caused by misapplication or misdescription of the shipment, (q) damage caused by misapplication or misdescription of the shipment, (r) damage caused by misapplication or misdescription of the shipment, (s) damage caused by misapplication or misdescription of the shipment, (t) damage caused by misapplication or misdescription of the shipment, (u) damage caused by misapplication or misdescription of the shipment, (v) damage caused by misapplication or misdescription of the shipment, (w) damage caused by misapplication or misdescription of the shipment, (x) damage caused by misapplication or misdescription of the shipment, (y) damage caused by misapplication or misdescription of the shipment, (z) damage caused by misapplication or misdescription of the shipment, (aa) damage caused by misapplication or misdescription of the shipment, (bb) damage caused by misapplication or misdescription of the shipment, (cc) damage caused by misapplication or misdescription of the shipment, (dd) damage caused by misapplication or misdescription of the shipment, (ee) damage caused by misapplication or misdescription of the shipment, (ff) damage caused by misapplication or misdescription of the shipment, (gg) damage caused by misapplication or misdescription of the shipment, (hh) damage caused by misapplication or misdescription of the shipment, (ii) damage caused by misapplication or misdescription of the shipment, (jj) damage caused by misapplication or misdescription of the shipment, (kk) damage caused by misapplication or misdescription of the shipment, (ll) damage caused by misapplication or misdescription of the shipment, (mm) damage caused by misapplication or misdescription of the shipment, (nn) damage caused by misapplication or misdescription of the shipment, (oo) damage caused by misapplication or misdescription of the shipment, (pp) damage caused by misapplication or misdescription of the shipment, (qq) damage caused by misapplication or misdescription of the shipment, (rr) damage caused by misapplication or misdescription of the shipment, (ss) damage caused by misapplication or misdescription of the shipment, (tt) damage caused by misapplication or misdescription of the shipment, (uu) damage caused by misapplication or misdescription of the shipment, (vv) damage caused by misapplication or misdescription of the shipment, (ww) damage caused by misapplication or misdescription of the shipment, (xx) damage caused by misapplication or misdescription of the shipment, (yy) damage caused by misapplication or misdescription of the shipment, (zz) damage caused by misapplication or misdescription of the shipment, (aaa) damage caused by misapplication or misdescription of the shipment, (bbb) damage caused by misapplication or misdescription of the shipment, (ccc) damage caused by misapplication or misdescription of the shipment, (ddd) damage caused by misapplication or misdescription of the shipment, (eee) damage caused by misapplication or misdescription of the shipment, (fff) damage caused by misapplication or misdescription of the shipment, (ggg) damage caused by misapplication or misdescription of the shipment, (hhh) damage caused by misapplication or misdescription of the shipment, (iii) damage caused by misapplication or misdescription of the shipment, (jjj) damage caused by misapplication or misdescription of the shipment, (kkk) damage caused by misapplication or misdescription of the shipment, (lll) damage caused by misapplication or misdescription of the shipment, (mmm) damage caused by misapplication or misdescription of the shipment, (nnn) damage caused by misapplication or misdescription of the shipment, (ooo) damage caused by misapplication or misdescription of the shipment, (ppp) damage caused by misapplication or misdescription of the shipment, (qqq) damage caused by misapplication or misdescription of the shipment, (rrr) damage caused by misapplication or misdescription of the shipment, (sss) damage caused by misapplication or misdescription of the shipment, (ttt) damage caused by misapplication or misdescription of the shipment, (uuu) damage caused by misapplication or misdescription of the shipment, (vvv) damage caused by misapplication or misdescription of the shipment, (www) damage caused by misapplication or misdescription of the shipment, (xxx) damage caused by misapplication or misdescription of the shipment, (yyy) damage caused by misapplication or misdescription of the shipment, (zzz) damage caused by misapplication or misdescription of the shipment, (aaa) damage caused by misapplication or misdescription of the shipment, (bbb) damage caused by misapplication or misdescription of the shipment, (ccc) damage caused by misapplication or misdescription of the shipment, (ddd) damage caused by misapplication or misdescription of the shipment, (eee) damage caused by misapplication or misdescription of the shipment, (fff) damage caused by misapplication or misdescription of the shipment, (ggg) damage caused by misapplication or misdescription of the shipment, (hhh) damage caused by misapplication or misdescription of the shipment, (iii) damage caused by misapplication or misdescription of the shipment, (jjj) damage caused by misapplication or misdescription of the shipment, (kkk) damage caused by misapplication or misdescription of the shipment, (lll) damage caused by misapplication or misdescription of the shipment, (mmm) damage caused by misapplication or misdescription of the shipment, (nnn) damage caused by misapplication or misdescription of the shipment, (ooo) damage caused by misapplication or misdescription of the shipment, (ppp) damage caused by misapplication or misdescription of the shipment, (qqq) damage caused by misapplication or misdescription of the shipment, (rrr) damage caused by misapplication or misdescription of the shipment, (sss) damage caused by misapplication or misdescription of the shipment, (ttt) damage caused by misapplication or misdescription of the shipment, (uuu) damage caused by misapplication or misdescription of the shipment, (vvv) damage caused by misapplication or misdescription of the shipment, (www) damage caused by misapplication or misdescription of the shipment, (xxx) damage caused by misapplication or misdescription of the shipment, (yyy) damage caused by misapplication or misdescription of the shipment, (zzz) damage caused by misapplication or misdescription of the shipment, (aaa) damage caused by misapplication or misdescription of the shipment, (bbb) damage caused by misapplication or misdescription of the shipment, (ccc) damage caused by misapplication or misdescription of the shipment, (ddd) damage caused by misapplication or misdescription of the shipment, (eee) damage caused by misapplication or misdescription of the shipment, (fff) damage caused by misapplication or misdescription of the shipment, (ggg) damage caused by misapplication or misdescription of the shipment, (hhh) damage caused by misapplication or misdescription of the shipment, (iii) damage caused by misapplication or misdescription of the shipment, (jjj) damage caused by misapplication or misdescription of the shipment, (kkk) damage caused by misapplication or misdescription of the shipment, (lll) damage caused by misapplication or misdescription of the shipment, (mmm) damage caused by misapplication or misdescription of the shipment, (nnn) damage caused by misapplication or misdescription of the shipment, (ooo) damage caused by misapplication or misdescription of the shipment, (ppp) damage caused by misapplication or misdescription of the shipment, (qqq) damage caused by misapplication or misdescription of the shipment, (rrr) damage caused by misapplication or misdescription of the shipment, (sss) damage caused by misapplication or misdescription of the shipment, (ttt) damage caused by misapplication or misdescription of the shipment, (uuu) damage caused by misapplication or miss
1. DEFINITIONS. In this Contract, “Freeman” means Freeman Expositions, Inc., and its respective employ- ees, 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 any consignee, consignee’s agent, or any other person or entity for whom the property is being transported. The term “Agent” includes any receivers, 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 property is delivered as instructed by the Shipper.

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 relating to the transportation of Shipper’s property. Each party agrees to be bound by the terms and conditions of this Contract, and each party shall be bound to perform and be bound by all obligations under this Contract.

3. FREEMAN’S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED. Freeman shall not be responsible for events or causes of loss, delay, or damage beyond its reasonable control, including but not limited to acts of God, weather, natural disasters, war, acts of terrorism, strikes, lockouts, work slowdowns, breakdown of plant or machinery, facility failure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, act of public authority, damage or loss to property caused by a carrier or other party, or any cause other than the negligence of Freeman. Freeman is not responsible for any other property, including equipment, supplies, or materials used in the transportation of the property. Freeman shall not be liable for any 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 that might prevent delivery of property by the time the property is to be transported to the specified location.

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 acceptance of packages and/or packaging materials or procedures that Shipper might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, padwrapped or shake-wrap-shipped packages, or any loose materials in a solid-wood crate. Materials, crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. Freeman reserves the right to refuse to accept any package that is not properly packaged or that does not conform to common industry standards.

5. PERISHABLE GOODS. Goods of a perishable nature are carried in dry trailers without environmental controls, or in refrigerated trailers with environmental controls. Shipper must provide proper temperature controls on the transport trailer or load when shipments are to be refrigerated. Freeman is not responsible for the physical possession of Freeman for inbound shipments and after loading on the applicable carrier for outbound shipments, and the responsibility for such property remains with Shipper until it is placed in the possession of the Consignee or the Consignee’s designated agent. If any part or portion 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.

6. REFUSED SHIPMENTS. If the Consignee refuses a shipment tendered for delivery or if Freeman is unable to deliver a shipment because of inherent vice, defects in the merchandise or equipment, or from any cause other than the negligence of Freeman, Freeman shall not be bound to improve packaging at shipper’s expense.

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, the amount payable to Shipper under this Contract, Freeman’s MAXIMUM LIABILITY SHALL BE THE AMOUNT OF PROVEN ACTUAL VALUE NOT EXCEEDING THE LOWER OF FAIR MARKET VALUE.