

F R E E M A N

1701 Lebanon Pike Circle
Nashville, TN 37210
Ph: 615-391-5522 • Fax: 615-885-2635

NAME OF SHOW: _____

COMPANY NAME: _____ BOOTH#: _____

ADDRESS: _____ BOOTH SIZE _____ X
(STREET) (P.O.BOX)

PHONE #: _____ EXT.: _____ FAX # _____
(CITY) (STATE) (ZIP) (IF KNOWN)

ORDERED BY: _____ PRINT NAME: _____ DATE: _____

E-MAIL: _____

CUSTOMER # _____ OR CHECK BOX IF YOU ARE A NEW FREEMAN CUSTOMER

METHOD OF PAYMENT

YOUR SIGNATURE BELOW DENOTES ACCEPTANCE OF ALL TERMS AND CONDITIONS INCLUDED IN YOUR SERVICE MANUAL.

- COMPANY CHECK**
Please make check payable to: Freeman Decorating Company. Checks must be in U.S. funds drawn on a U.S. or Canadian bank. ("U.S. FUNDS" MUST BE PRE-PRINTED on Canadian checks.)
Please reference (insert job # 25???????) on your remittance.
- BANK TRANSFER**
Bank Transfer to Bank of America, N.A.; Dallas, TX 75202
ABA#: 111000012
■ Freeman Decorating Company
FFC/ACCT# 125-203-919-2
■ U.S Dollar Wires from inside the **U.S. or Canada** should use Swift Code: BOFAUS3N
■ Foreign Exhibitors wiring funds from **Overseas** should use Swift Code: BOFAUS6S
Please reference Name of Show & Booth Number so we properly credit your account.
Note: Customers are responsible for any bank processing fees.

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

AMERICAN EXPRESS DISCOVER MASTERCARD VISA DINERS CLUB

Account No.: _____ Exp. Date: _____

Personal Credit Card Company Credit Card

Cardholder Name (Print): _____ Signature: _____

Cardholder Billing Address: _____

City/State/Zip: _____

E-mail Address for Invoice Notification: _____

ENTER TOTALS HERE

MATERIAL
HANDLING

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

F R E E M A N

1701 Lebanon Pike Circle
Nashville, TN 37210
(615) 391-5522 • Fax: (615) 885-2635

METHOD OF PAYMENT MUST
ACCOMPANY YOUR ORDER

NAME OF SHOW: _____

COMPANY NAME: _____ BOOTH#: _____

CONTACT NAME: _____ PHONE#: _____

MATERIAL HANDLING SERVICES

- CRATED:** Material that is skidded or is in any type of shipping container that can be unloaded at the dock with no additional handling required.
- SPECIAL HANDLING:** (See definitions on back) Material delivered by a carrier in such a manner that it requires additional handling, such as ground unloading, stacked and constricted space unloading, designated piece unloading, loads mixed with pad wrapped material, multiple shipments, carpet and/or pad only shipments, and shipments that require additional time, equipment or labor to unload. **Federal Express** and **UPS** are included in this category due to their delivery procedures.
- UNCRATED:** Material that is shipped loose or pad-wrapped, and/or unskidded machinery without proper lifting bars or hooks.
- STRAIGHT TIME:** 8:00 A.M. to 5:00 P.M. Monday through Friday
- OVERTIME:** 5:00 P.M. to 8:00 A.M. Monday through Friday, all day Saturday, Sunday, and Holidays

Description	Price Per CWT	Minimum
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RATE CLASSIFICATIONS:

Warehouse Shipment (200 lb. minimum)

Crated or Skidded Shipment.....	\$ 55.25	110.50
Special Handling Shipment.....	\$ 71.75	143.50

Small Package - Maximum weight is 30 lbs per shipment*

First Carton	\$ 35.50	
Each Additional Carton	\$ 9.50	

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

ADDITIONAL SURCHARGES:

Shipment Delivered after Deadline Date (in addition to above rates)

Warehouse Shipment after Deadline	\$ 13.75	27.50
Small Package - First Carton	\$ 9.00	
Small Package - Each Additional Carton	\$ 2.50	

Overtime Charge - Inbound (in addition to above rates)

Crated or Skidded Shipment.....	\$ 12.75	25.50
Special Handling Shipment.....	\$ 16.50	33.00
Uncrated or Pad Wrapped Shipment.....	\$ 19.00	38.00

Overtime Charge - Outbound (in addition to above rates)

Crated or Skidded Shipment.....	\$ 12.75	25.50
Special Handling Shipment.....	\$ 16.50	33.00
Uncrated or Pad Wrapped Shipment.....	\$ 19.00	38.00

Description	Weight	CWT	Price per CWT	Estimated Total Cost (200 lb. Min.)
	÷ 100 =			
Surcharges	÷ 100 =			
Tip to Save on Material Handling!			0.00% Tax	

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

3 Separate Shipments	1 Consolidated Shipment
60 lbs. charged @ 200 lbs. \$ 112.50	3 pieces (1 shipment)
52 lbs. charged @ 200 lbs. \$ 112.50	177 lbs. @ 200 lbs = \$112.00
65 lbs. charged @ 200 lbs. \$ 112.50 = \$337.50	Added benefit - your shipments are less likely to get misplaced if they are packaged together with larger items.
- Let Freeman OnLine® estimate your material handling charges for you. Log on to www.myfreemanonline.com, select your show and click on "Estimate My Material Handling Costs". From Freeman OnLine® you can print extra shipping labels, get tips on how to package your freight and much more.

FREEMAN MATERIAL HANDLING

SPECIAL HANDLING DEFINITIONS

Special handling applies to shipments that are loaded by cubic space and/or packed in such a manner as to require additional labor/handling, such as ground unloading, constricted space unloading, designated piece unloading, carpet only shipments or stacked shipments. Also included are mixed shipments and shipments without individual bills of lading. Shipments loaded in this manner require additional time, labor, or equipment, to unload, sort and deliver.

What is Ground Loading/Unloading?

Vehicles that are not dock height, preventing the use of loading docks, such as U-hauls, flat bed trailers, double drop trailers, company vehicles with trailers that are not dock level, etc.

What is Constricted Space Loading/Unloading?

Trailer loaded "high and tight" shipments that are not easily accessible. Freight is loaded to full capacity of trailer – top to bottom, side to side. One example of this is freight that is loaded down one side of a trailer that must be bypassed to reach targeted freight.

What is Designated Piece Loading/Unloading?

Drivers that require the loading crew to bring multiple pieces of the freight to the rear of the trailer to select the next piece, having to remove freight from the trailer then reload to fit or the trailer must be loaded in a sequence to ensure all items fit.

What are Stacked Shipments?

Shipments loaded in such a manner requiring multiple items to be removed to ground level for delivery to booth. Stacked or "cubed out" shipments, loose items placed on top of crates and/or pallets constitute special handling.

What are Multiple Shipments?

Multiple shipments on a truck do not automatically indicate special handling, unless the shipments are mixed on the truck, failing to maintain shipment integrity and/or have multiple delivery areas.

What are Mixed Shipments?

Mixed shipments are defined as shipments of mixed crated and uncrated goods, where the percentage of uncrated is minimal and does not warrant the full uncrated rate for the shipment, but does require special handling.

What does it mean if I have "No Documentation"?

Shipments arrive from a small package carrier (including, among others, Federal Express and UPS) without an individual Bill of Lading, requiring additional time, labor and equipment to process.

What about carpet only shipments?

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

What is the difference between Crated and Uncrated Shipments?

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

F R E E M A N

1701 Lebanon Pike Circle
 Nashville, TN 37210
 (615) 391-5522 • Fax: (615) 885-2635

DEADLINE DATE

METHOD OF PAYMENT MUST ACCOMPANY YOUR ORDER

NAME OF SHOW: _____

COMPANY NAME: _____ BOOTH#: _____

CONTACT NAME: _____ PHONE#: _____

RIGGING EQUIPMENT AND LABOR

- Straight Time -** 8:00 A.M. to 5:00 P.M. Mon - Fri
Overtime - 6:00 A.M. to 8:00 A.M. and 5:00 P.M. to 12:00 Midnight Mon - Fri
 8:00 A.M. to 5:00 P.M. Saturday and Sunday
Double Time - 12:00 Midnight to 6:00 A.M. Mon - Fri 5:00 P.M to 8:00 A.M. Sat & Sun & all day on Holidays

- Show site prices will apply to all labor orders placed at show site
- Start time guaranteed only at start of working day
- One hour minimum - labor thereafter is charged in half (1/2) hour increments
- Supervisor must check in at Service Desk to pickup labor
- When scheduling dismantle labor, be sure to allow sufficient time for empty containers to be returned to your booth

Part#	Description	Advance Price	Show Site Price
FORKLIFT LABOR			
304050	Forklift w/operator - up to 5,000 lbs - ST.....	\$ 90.00	\$ 117.00
304051	Forklift w/operator - up to 5,000 lbs - OT.....	\$ 122.50	\$ 159.25
304052	Forklift w/operator - up to 5,000 lbs - DT.....	\$ 155.00	\$ 201.50

Forklift requirements larger than 5,000 lbs or if you need 4-stage equipment, please call 615-391-5522.

INSTALLATION

Part #	Description	Date	Start Time	# of Equip/ Person	Approx Hrs per Person	Total Hours	Hourly Rate	Estimated Total Cost
Describe work to be done: _____							Sub-Total	
_____							Tax	N/A
_____							Total	

DISMANTLE

Part #	Description	Date	Start Time	# of Equip/ Person	Approx Hrs per Person	Total Hours	Hourly Rate	Estimated Total Cost
Describe work to be done: _____							Sub-Total	
_____							Tax	N/A
_____							Total	

FREEMAN RIGGING LABOR

FREEMAN

FREEMAN

RUSH

RUSH

DO NOT DELAY

DO NOT DELAY

TO: _____
(EXHIBITOR NAME)

TO: _____
(EXHIBITOR NAME)

c/o **FREEMAN DECORATING COMPANY**
1701 Lebanon Pike Circle
Nashville, Tennessee 37210

c/o **FREEMAN DECORATING COMPANY**
1701 Lebanon Pike Circle
Nashville, Tennessee 37210

WAREHOUSE

WAREHOUSE

Event _____
Booth No. _____ No. _____ of _____ pcs.
Carrier _____

Event _____
Booth No. _____ No. _____ of _____ pcs.
Carrier _____

FREEMAN

FREEMAN

RUSH

RUSH

DO NOT DELAY

DO NOT DELAY

TO: _____
(EXHIBITOR NAME)

TO: _____
(EXHIBITOR NAME)

c/o **FREEMAN DECORATING COMPANY**
1701 Lebanon Pike Circle
Nashville, Tennessee 37210

c/o **FREEMAN DECORATING COMPANY**
1701 Lebanon Pike Circle
Nashville, Tennessee 37210

WAREHOUSE

WAREHOUSE

Event _____
Booth No. _____ No. _____ of _____ pcs.
Carrier _____

Event _____
Booth No. _____ No. _____ of _____ pcs.
Carrier _____

MATERIAL HANDLING

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 MATERIAL HANDLING SERVICE AGREEMENT IS SIGNED; OR
- EXHIBITOR'S MATERIALS ARE DELIVERED TO FREEMAN'S WAREHOUSE OR TO A SHOW OR EXPOSITION SITE FOR WHICH FREEMAN IS THE OFFICIAL SHOW CONTRACTOR; OR
- AN ORDER FOR LABOR AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH FREEMAN.

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

2. PACKAGING AND CRATES. 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 materials. In addition, 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 fork-lift and similar means.

3. EMPTY CONTAINERS. Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of EXHIBITOR or its representative. All previous labels must be removed or obliterated. FREEMAN assumes no responsibility for:

- Error in the above procedures
- Removal of containers with old empty labels and without FREEMAN labels
- 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 SHIPMENT(S). Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of EXHIBITOR or its representative, and during such time the materials will be left unattended. FREEMAN WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER SAME HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT SHOW SITE. FREEMAN highly recommends the securing of security services from Facility or Show Management.

5. OUTBOUND SHIPMENT(S). Consistent with trade show industry practices, there may be 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 time the materials will be left unattended. FREEMAN WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS BEFORE SAME HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. FREEMAN highly recommends the securing of security services from Facility or Show Management. All Material Handling Agreements 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.

6. DELIVERY TO THE CARRIER FOR RELOADING. FREEMAN assumes no responsibility for loss, damage, theft, or disappearance of EXHIBITOR'S materials after same have been delivered to EXHIBITOR'S appointed carrier, shipper, or agent for transportation after the conclusion of the show. FREEMAN loads the materials onto the carrier under directions from the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. FREEMAN assumes no responsibility for loss, damage, theft or disappearance of EXHIBITOR'S materials that arises out of improperly loaded materials.

7. DESIGNATED CARRIERS. In order to expedite removal of materials from show site as required by Show Management and/or the facility, 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.

8. FREEMAN'S RESPONSIBILITIES. FREEMAN shall be responsible only for those services which it directly provides. FREEMAN assumes no responsibility for any persons, parties, or other contracting firms not under FREEMAN'S direct supervision and control. FREEMAN'S performance hereunder is subject to, and FREEMAN shall not be responsible for loss, delay, or damage due to, strike, lockouts, work stoppages, natural elements, vandalism, Act of God, civil disturbances, power failures, explosions, acts of terrorism or war, or for any other cause beyond FREEMAN'S reasonable control, nor for ordinary wear and tear in the handling of materials.

9. INSURANCE. It is understood that FREEMAN is not an insurer. Insurance on exhibit materials, if any, shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide FREEMAN with a release of subrogation to the extent of any insurance settlement received.

10. CLAIM(S) FOR LOSS. EXHIBITOR agrees that any and all claims for loss or damage must be submitted to FREEMAN immediately at the show site, and in any case not later than thirty (30) business days after the conclusion of the show or exposition. (For purposes of claim reporting, the "conclusion" of the show shall be construed as the time when EXHIBITOR'S materials are delivered to the carrier for transportation from the show site or from FREEMAN'S warehouse). All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against FREEMAN more than one (1) year after the date of loss or damage occurred.

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

(b) **MAXIMUM RECOVERY.** If found liable for any loss, FREEMAN'S sole and exclusive MAXIMUM liability for loss or damage to EXHIBITOR'S materials and EXHIBITOR'S sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment whichever is less.

(c) **BREACH OF CONTRACT AND/OR NEGLIGENCE ONLY.** FREEMAN'S liability shall be limited to any loss or damage which results solely from FREEMAN'S NEGLIGENCE in the actual physical handling of the items comprising EXHIBITOR'S shipment(s) OR which results from BREACH OF THIS CONTRACT and not for any other type of loss or damage. In no event shall FREEMAN be liable to the EXHIBITOR or to any other party for special, collateral, exemplary, indirect, incidental, or consequential damages, whether such damages occur either prior or subsequent to, or are alleged as a result of, tortious conduct, failure of the equipment or services of FREEMAN or breach of any of the provisions of this Contract, regardless of the form of action, whether in contract or in tort, including strict liability and negligence, even if FREEMAN has been advised or has notice of the possibility of such damages, or for any damages caused by EXHIBITOR'S failure to perform EXHIBITOR'S responsibilities. Such excluded damages include but are not limited to loss of profits, loss of use, interruption of business or other consequential or indirect economic losses.

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

12. JURISDICTION / ARBITRATION. THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS. Notwithstanding anything herein to the contrary, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

13. INDEMNIFICATION. EXHIBITOR agrees to indemnify and forever hold harmless FREEMAN and its employees, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following:

- EXHIBITOR'S negligent supervision of any labor secured through FREEMAN, or the negligent supervision of such labor by any of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC);
- EXHIBITOR'S negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC) at the show or exposition to which this Contract relates, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of FREEMAN'S equipment;
- EXHIBITOR'S violation of Federal, State, County or Local ordinances;
- EXHIBITOR'S violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.

14. 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.

15. SEVERABILITY. If any provision of this Contract proves to be illegal, invalid, or unenforceable, the remainder of this Contract will not be affected by such finding, and in lieu of each provision of this Contract that is proven to be illegal, invalid, or unenforceable, a provision will be added as part of this Contract as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

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 Decorating Services, Inc., Freeman Decorating Ltd., Freeman Exhibit, AVW-TELAV Inc., Freeman Transportation, Hoffend Xposition, Stage Rigging, Inc., Kerry Technical Services, TFC, Inc., Freeman Electrical Services, and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited to, any subcontractors FREEMAN may appoint. The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC").

PAYMENT TERMS

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

LABOR UNDER THE SUPERVISION OF EXHIBITOR RESPONSIBILITIES:

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

INDEMNIFICATION:

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

IMPORTANT

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