

Thank you for your participation in the **Spring 2017 Marijuana Business Conference & Expo!**

As the show approaches, there are several important items and deadlines that you need to be aware of to ensure that your show participation is both a productive and successful experience.

**Important Deadlines:**

March 1	Submit your logo (in .ai, .jpeg, .pdf, or .eps formats) to <a href="mailto:mollyf@mjbizdaily.com">mollyf@mjbizdaily.com</a>
April 1	Complete your print & online booth profile – link to ebooth console was included in your booth confirmation
April 17	Book your hotel rooms at the Gaylord National Harbor Hotel – rooms will sell out BEFORE this deadline
April 17 – May 9	Shipments to Advance Warehouse
April 25	Early Discount deadline for all Freeman services
April 25	Lead Retrieval deadline form due to Expo Logic
May 1	Submit your proof of insurance to <a href="mailto:mollyf@mjbizdaily.com">mollyf@mjbizdaily.com</a>
May 1	Early Discount deadline for all additional services (internet, electrical, etc)
May 8	Register your onsite staff - you will receive a separate email link
May 15-16 ONLY	Shipments to Show site

**What is included in my booth?**

Each 10'x10' space includes:

- 8' black pipe and drape back wall
- 3' black pipe and drape sidewalls
- 6' black draped table
- 2 standard chairs
- Wastebasket
- Booth ID sign
- **FREE** Material Handling
- **FREE** Lead Retrieval apps
- **FREE** Standard gray carpeting
- Online Booth profile
- Directory profile
- Four (4) Exhibits-only registrations (Can be upgraded to include sessions for \$100 each)

**Exhibitor Services Manual**

Your Exhibitor Services Manual (ESM) contains all the necessary documentation needed to execute your experience at the Show. The ESM contains the forms, rules, guidelines, deadlines, and information for all your show services.

Important notes regarding the documents within the ESM

<u>Material Handling</u>	Your onsite material handling is included in your booth fee! This means you will not get a large bill for moving your freight from dock to booth, storing your empties, returning them, and bringing them back to the dock for outbound shipping. There are a few exceptions such as late shipments, heavy machinery, etc., but follow the guidelines and your material handling is on the house!
<u>Shipping</u>	You are responsible for shipping to the show and arranging return transportation. We HIGHLY encourage you to ship to the advance warehouse (no later than May 9). This will provide you a much smoother set-up day as your booth materials will be in your booth when you arrive.
<u>Carpet</u>	Standard Gray carpeting is provided for your booth at no charge. If you would like a different color carpet or padding under the gray carpet, please complete the carpet order forms within the ESM.
<u>Cleaning</u>	Your booth will be vacuumed at no charge on Tuesday evening. If you would like daily vacuuming, please complete the cleaning order forms within the ESM.

- Lead Retrieval Included in your booth package are two (2) lead retrieval licenses (per 100 sq ft). Don't miss this FREE opportunity to capture and manage your show leads via an app on your phone. To take advantage of this opportunity, you must complete the form to Expo Logic by April 25.
- Electrical Your booth package does NOT include electrical. If you need this service, please complete the electrical order forms within the ESM.
- Insurance Per your sales agreement, you are required to carry Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, for the event. Failure to secure or provide the insurance does not limit the extent of your liability. If you do not have General Liability Insurance or your underwriter will not provide this to you, you can order a low cost temporary event policy from Buttine Insurance (paperwork included in the ESM).

You will need to name the following as additional insured prior to the event:  
 Anne Holland Ventures Inc. dba Marijuana Business Conference & Expo  
 2750 S. Wadsworth Blvd. Ste D-200  
 Denver, CO 80227

-and-

Gaylord National Resort & Convention Center  
 201 Waterfront Street  
 National Harbor, Maryland 20745

### **Preliminary Program Agenda**

#### Monday, May 15

8:00 am – 6:00 pm	General Contractor Move-in	Prince George Expo Hall A-C
1:00 pm – 6:00 pm	Large Exhibitor set up (advance approval only)	

#### Tuesday, May 16

8:00 am – 6:00 pm	Exhibitor Set-up	Prince George Expo Hall A-C
8:00 am – 5:00 pm	Registration Open	Prince George Expo Hall Foyer
8:00 am – 11:30 am	New Investor Forum	Maryland Ballroom C & D
10:00 am – 5:00 pm	Marijuana Business Crash Course	Maryland Ballroom A & B

#### Wednesday, May 17

8:00 am – 5:00 pm	Registration Open	Prince George Expo Hall Foyer
9:00 am – 12:15 pm	General Sessions	Maryland Ballroom
10:00 am – 5:00 pm	Exhibit Hall Open	Prince George Expo Hall A-C
5:00 pm – 7:00 pm	#MJBizCon Mixer	Maryland Ballroom

#### Thursday, May 18

8:00 am – 5:00 pm	Registration Open	Prince George Expo Hall Foyer
9:30 am – 4:00 pm	Breakout Sessions	Maryland Ballroom
10:00 am – 5:00 pm	Exhibit Hall Open	Prince George Expo Hall A-C

#### Friday, May 19

8:00 am – 3:00 pm	Registration Open	Prince George Expo Hall Foyer
9:30 am – 12:30 pm	Breakout Sessions	Maryland Ballroom
10:00 am – 3:00 pm	Exhibit Hall Open	Prince George Expo Hall A-C
3:00 pm – midnight	Exhibitor Tear-Down	Prince George Expo Hall A-C

NOTE: Do not tear-down early or you will lose priority points

If you have any questions, please don't hesitate to contact us!  
 Molly Ford, Client Services Manager  
 Phone: 401-354-7555 ext. 22  
 Email: [mollyf@mjbizdaily.com](mailto:mollyf@mjbizdaily.com)

We look forward to seeing you soon!!

**SERVICE INFORMATION**

**BOOTH EQUIPMENT**

Each 10' x 10' booth will include 8' high black back drape, 3' high black side drape, (1) 6' black draped table, (2) Limerick chairs, (1) wastebasket, and (1) 7" x 44" one-line booth identification sign.

**EXHIBIT HALL CARPET**

The exhibit area is carpeted.

**DISCOUNT PRICE DEADLINE DATE**

**Order early to take advantage of advance order discount rates, place your order by April 25, 2017.**

**SHOW SCHEDULE**

**EXHIBITOR MOVE-IN**

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

Monday	May 15, 2017	1:00 p.m. - 6:00 p.m.
Tuesday	May 16, 2017	8:00 a.m. - 6:00 p.m.

**EXHIBIT HOURS**

Wednesday	May 17, 2017	10:00 a.m. - 5:00 p.m.
Thursday	May 18, 2017	10:00 a.m. - 5:00 p.m.
Friday	May 19, 2017	10:00 a.m. - 3:00 p.m.

**EXHIBITOR MOVE-OUT**

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

Friday	May 19, 2017	3:00 p.m. - 11:59 p.m.
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**We will begin returning empty containers at the close of the show.**

**DISMANTLE AND MOVE-OUT INFORMATION**

All exhibitor materials must be removed from the exhibit facility by Friday, May 19, 2017 at 11:59 p.m. To ensure all exhibitor materials are removed from the exhibit facility by the Exhibitor Move-Out deadline, please have all carriers check-in by Friday, May 19, 2017 at 9:00 p.m.

**POST SHOW PAPERWORK AND LABELS**

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

**SERVICE CONTRACTOR CONTACTS / INFORMATION:**

**FREEMAN**

9900 Business Parkway  
 Lanham, MD 20706  
 (301) 918-7975 fax (469) 621-5609  
 FreemanWashingtonES@freemanco.com

**FREEMAN EXHIBIT TRANSPORTATION**

(800) 995-3579 Toll Free US & Canada or +1 (512) 982-4187 or +1 (817) 607-5183 Local & International Shipping Services or fax +1 (469) 621-5810 or email [exhibit.transportation@freemanco.com](mailto:exhibit.transportation@freemanco.com)

**FREEMAN ONLINE®**

**Take advantage of discount pricing by ordering at [www.freemanco.com/store](http://www.freemanco.com/store) by April 25, 2017.**

Using the enhanced Freeman Online, you will enjoy easy access to added features and functions as well as the high caliber of Freeman services you've come to expect - **before, during and after** your show. Additionally, you can now access Freeman Online from any device - **desktop, laptop, tablet** or via our new **FreemanOnline Mobile App**.

To place online orders you will be required to enter your unique Username and Password. If this is your first time to use Freeman Online, click on the **"Create an Account"** link. To access Freeman Online without using the email link, visit [www.freemanco.com/store](http://www.freemanco.com/store). you can also download and use the FreemanOnline Mobile App from the Apple or Android store, or here: [folmobile.freemanco.com](http://folmobile.freemanco.com). A mobile web version is available to extend mobile use for those users that do not have an Apple or Android devices or who do not want to download the app.

If you need assistance with Freeman Online please call our Customer Support Center at (888) 508-5054 Toll Free US & Canada or +1 (512) 982-4186 or +1 (817) 607-5000 Local & International.

**SHIPPING INFORMATION**

Warehouse Shipping Address:

Exhibiting Company Name / Booth # \_\_\_\_\_  
**SPRING 2017 MARIJUANA BUSINESS CONF & EXPO**  
 C/O Freeman  
 9900 Business Parkway  
 Lanham, MD 20706

Freeman will accept crated, boxed or skidded materials beginning Monday, April 17, 2017, at the above address. Material arriving after May 09, 2017 will be received at the warehouse with an additional after deadline charge. Warehouse materials are accepted at the warehouse Monday through Friday between the hours of 8:00 a.m. - 3:30 p.m.

Show Site Shipping Address:

Exhibiting Company Name / Booth # \_\_\_\_\_  
**SPRING 2017 MARIJUANA BUSINESS CONF & EXPO**  
 C/O Freeman  
 Gaylord National Resort & Convention Center  
 701 Waterfront Street  
 National Harbor, MD 20745

Freeman will receive shipments at show site beginning Monday, May 15, 2017 for exhibitors with approved early move-in and Tuesday, May 16, 2017 for all other exhibitors. Shipments arriving before this date may be refused by the facility. Any charges incurred for early freight accepted by the facility will be the responsibility of the Exhibitor. If required, provide your carrier with this phone number: (301) 918-7975

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

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.

**LABOR INFORMATION**

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

**ASSISTANCE**

We want you to have a successful show. If we can be of assistance, please call our Exhibitor Services Department at 301-918-7975.

**WE APPRECIATE YOUR BUSINESS!**

## **FREEMAN GENERAL INFORMATION**

### **TRANSLATION SERVICE**

Freeman is pleased to offer a new service for our international exhibitors that provides quick interpretation and translation in 150 languages. This service will not only interpret for us on a three-way conversation, but also translate emails from customers. To access this feature you may contact Freeman Exhibitor Services at (301) 918-7975 or Freeman's Customer Support Center at (888) 508-5054 Toll Free US & Canada or +(512) 982-4186 Local & International.

### **HELPFUL HINTS**

#### **SAVE MONEY**

Order early to take advantage of advance order discount rates, place your order by April 25, 2017.

#### **AVOID DELAY**

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

#### **SAFETY TIPS**

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

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

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

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

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

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

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

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

#### **EXHIBITOR ASSISTANCE**

Call Freeman's Exhibitor Services department at (301) 918-7975 with any questions or needs you may have.

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

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

## **Exhibit & Signage Guidelines**

Marijuana Business Daily has adopted the recommended display guidelines from the International Association of Exhibitions & Events (IAEE). The intent is to keep sight lines open and not to infringe on your neighbors. Please review the following pages for standard corner and inline booths. For larger exhibit spaces, please contact us for guidelines.

### **Signage**

Hanging signs are only permitted for the following qualifying companies:

- Platinum Sponsors
- Gold Sponsors
- Silver Sponsors
- #TheMJBizCon Mixer Sponsors
- Exhibitors with 400 sf of exhibit space or greater.

### **Rules:**

- All Hanging Signs must be submitted and approved by Show Management no later than 30 days prior to the event. Email design to [sales@mjbizdaily.com](mailto:sales@mjbizdaily.com)
- Exhibitors are responsible for producing the hanging sign and all related costs.
- Exhibitors are responsible for rigging and for all related costs.
- Rigging request must be made 30 days in advance through official show providers that can be found in your Exhibitor Services Manual.
- Hanging signs cannot exceed a maximum height of 4'.
- Maximum hanging height (from the top of the sign to the floor) for all signs is 16' unless further restricted by the venue.
- Hanging signs must be placed above contracted exhibit space only.
- Signs should be centered within the exhibit space and hung as not to encroach on any neighboring company's exhibit space.
- Any variances may be issued at the Show Organizer's discretion.

### **Recommendations:**

- Request that hanging points be incorporated into the production of your hanging sign.
- Pack your hanging signs separately and label them so they can be easily identified and set before exhibit materials are delivered to avoid additional costs.
- Be sure to plan accordingly as your hanging sign will be taken down late during breakdown and leave you adequate time to finish packing and labeling your show materials for outbound shipment.

# Linear Booth

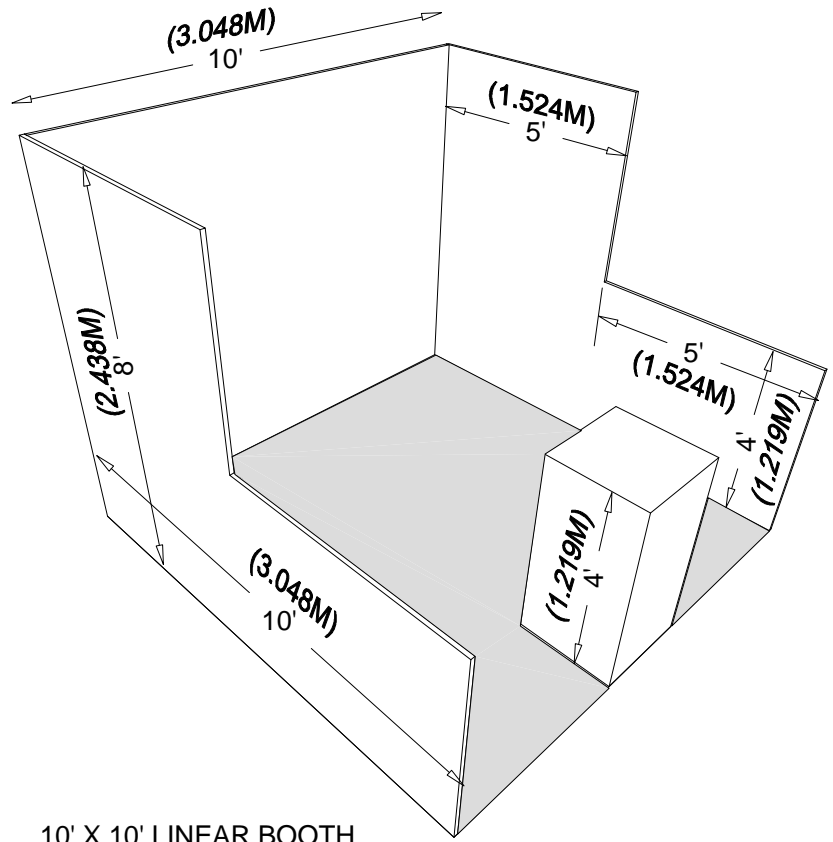
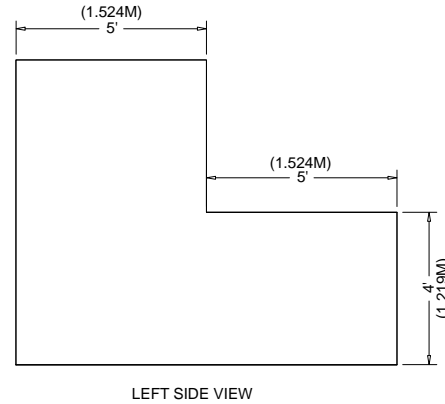
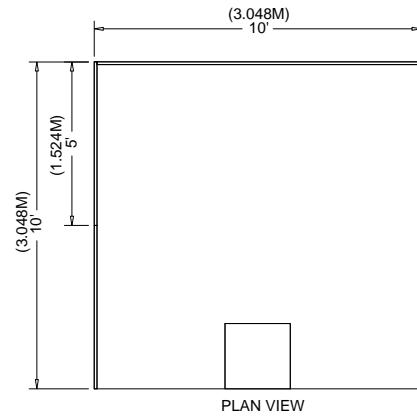
Linear Booths, also called “in-line” booths, are generally arranged in a straight line and have neighboring exhibitors on their immediate right and left, leaving only one side exposed to the aisle.

## Dimensions

For purposes of consistency and ease of layout and/or reconfiguration, floor plan design in increments of 10ft (3.05m) has become the de facto standard in the United States. Therefore, unless constricted by space or other limitations, Linear Booths are most commonly 10ft (3.05m) wide and 10ft (3.05m) deep, i.e. 10ft by 10ft (3.05m by 3.05m). A maximum back wall height limitation of 8ft (2.44m) is generally specified.

## Use of Space

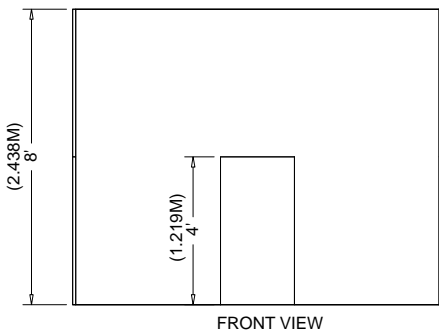
Regardless of the number of Linear Booths utilized, e.g. 10ft by 20ft (3.05m by 6.10m), 10ft by 30ft (3.05m by 9.14m), 10ft by 40ft (3.05m by 12.19m), etc. display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8ft (2.44m) is allowed only in the rear half of the booth space, with a 4ft (1.22m) height restriction imposed on all materials in the remaining space forward to the aisle. (See Line-of-Sight exception on page 8.) Note: When three or more Linear Booths are used in combination as a single exhibit space, the 4ft (1.22m) height limitation is applied only to that portion of exhibit space which is within 10ft (3.05m) of an adjoining booth.



10' X 10' LINEAR BOOTH

# Corner Booth

A Corner Booth is a Linear Booth at the end of a series of in-line booths with exposure to intersecting aisles on two sides. All other guidelines for Linear Booths apply.



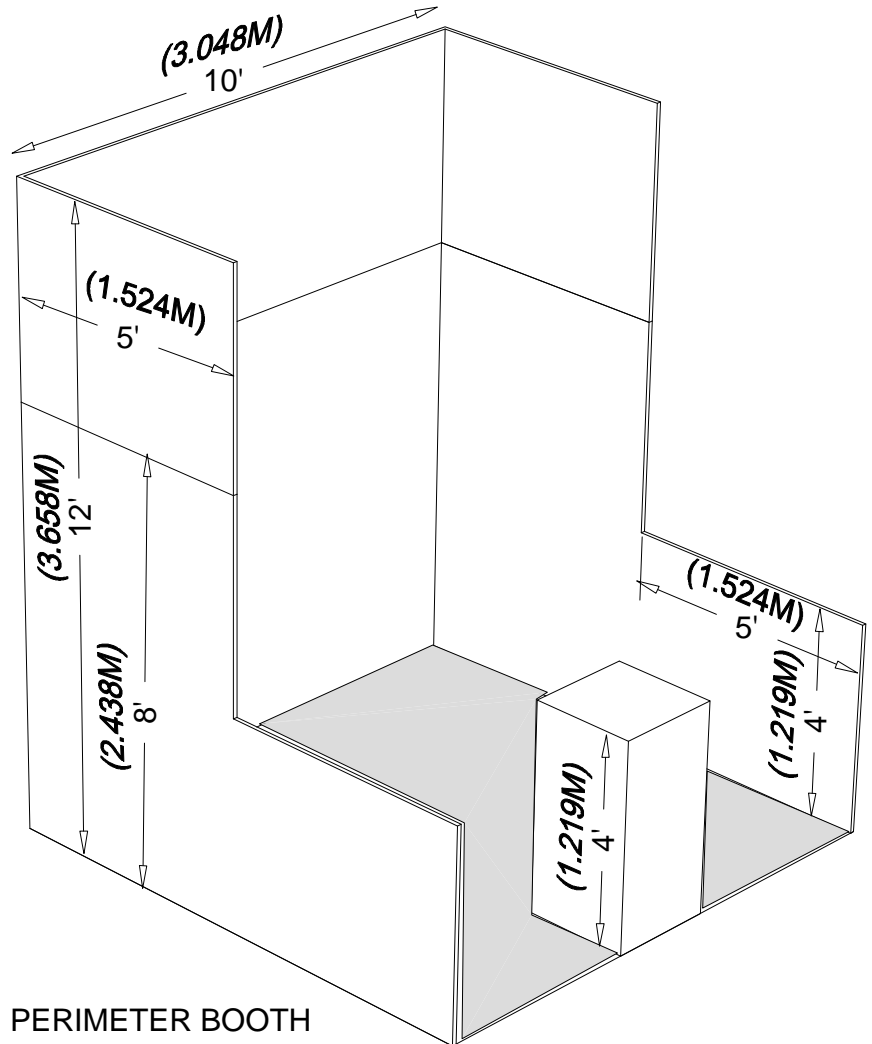
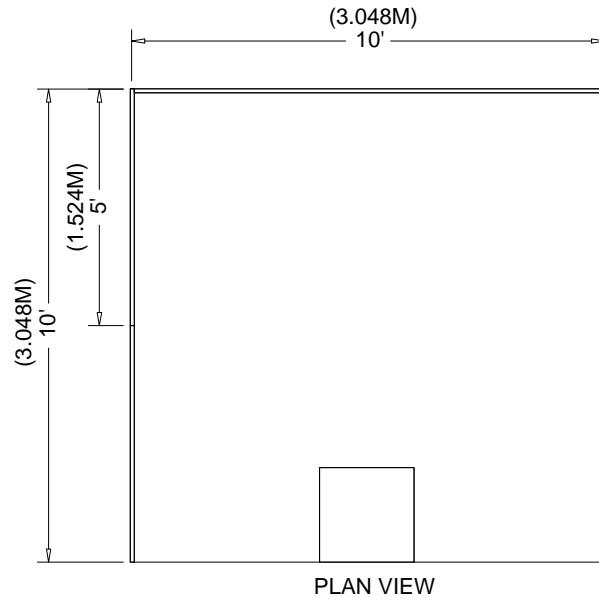
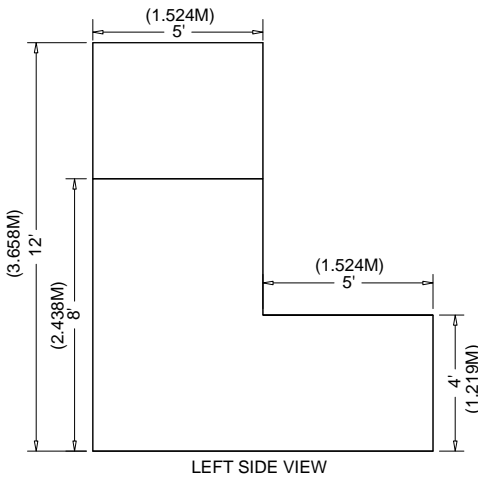
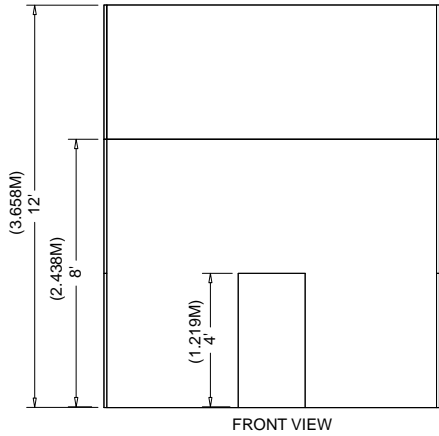


# Perimeter Booth

A Perimeter Booth is a Linear Booth that backs to an outside wall of the exhibit facility rather than to another exhibit.

## Dimensions and Use of Space

All guidelines for Linear Booths apply to Perimeter Booths except that the typical maximum back wall height is 12ft (3.66m).



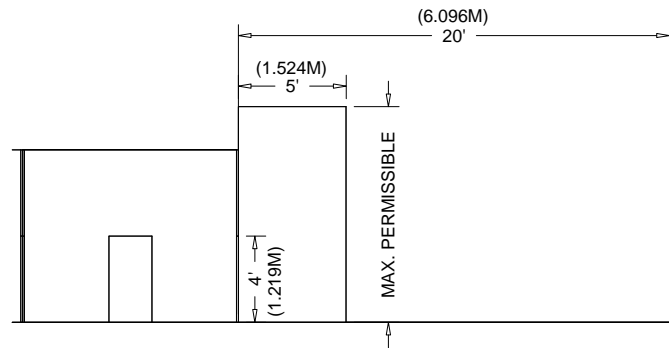
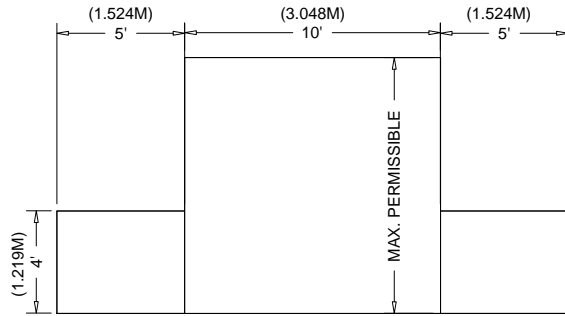
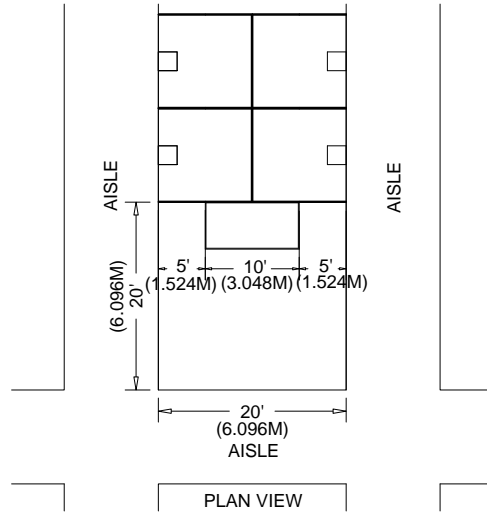
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# Peninsula Booth

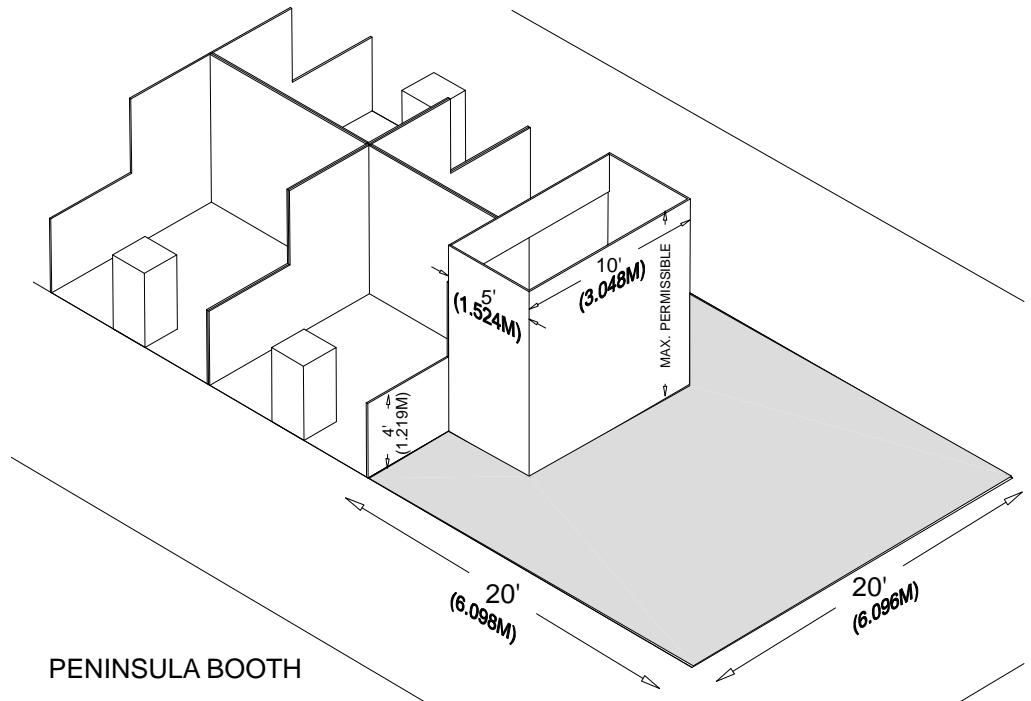
A Peninsula Booth is exposed to aisles on three sides, and comprised of a minimum of four booths. There are two types of Peninsula Booths: (a) one which backs to Linear Booths, and (b) one which backs to another Peninsula Booth and is referred to as a “Split Island Booth.”

## Dimensions

A Peninsula Booth is usually 20ft by 20ft (6.10m by 6.10m) or larger. When a Peninsula Booth backs up to two Linear Booths, the back wall is restricted to 4ft (1.22m) high within 5ft (1.52m) of each aisle, permitting adequate line of sight for the adjoining Linear Booths. (See Line-of-Sight exception on page 8.) A typical maximum height range allowance is 16ft to 20ft (4.88m to 6.10m), including signage for the center portion of the back wall. Double-sided signs, logos and graphics shall be set back ten feet (10') (3.05m) from adjacent booths.



FRONT VIEW



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# Island Booth

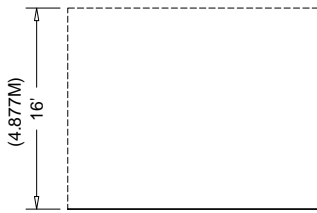
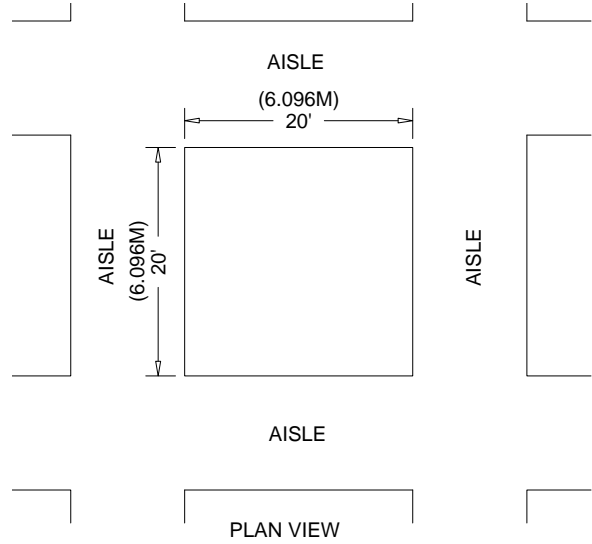
An Island Booth is any size booth exposed to aisles on all four sides.

## Dimensions

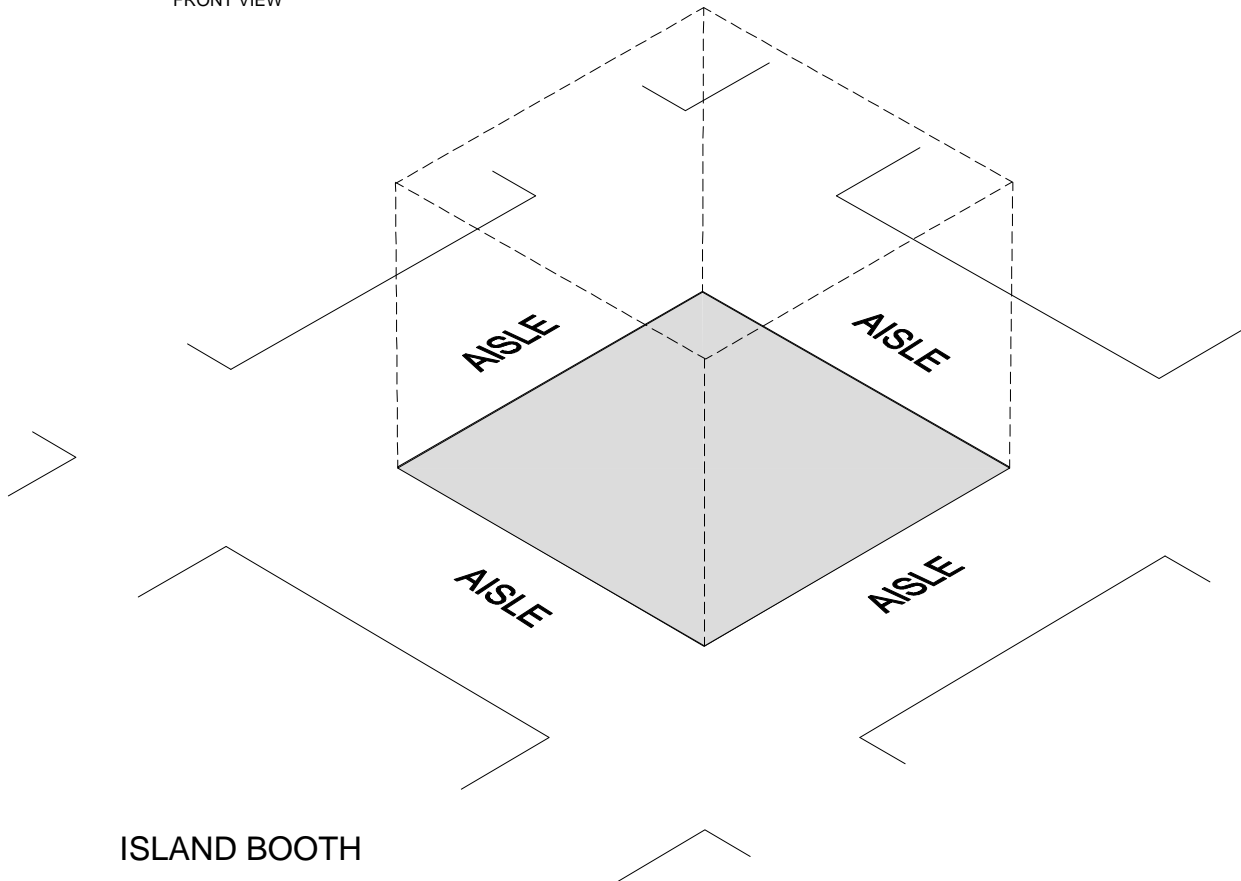
An Island Booth is typically 20ft by 20ft (6.10m by 6.10m) or larger, although it may be configured differently.

## Use of Space

The entire cubic content of the space may be used up to the maximum allowable height, which is usually a range of 16ft to 20ft (4.88m to 6.10m), including signage.



FRONT VIEW



ISLAND BOOTH

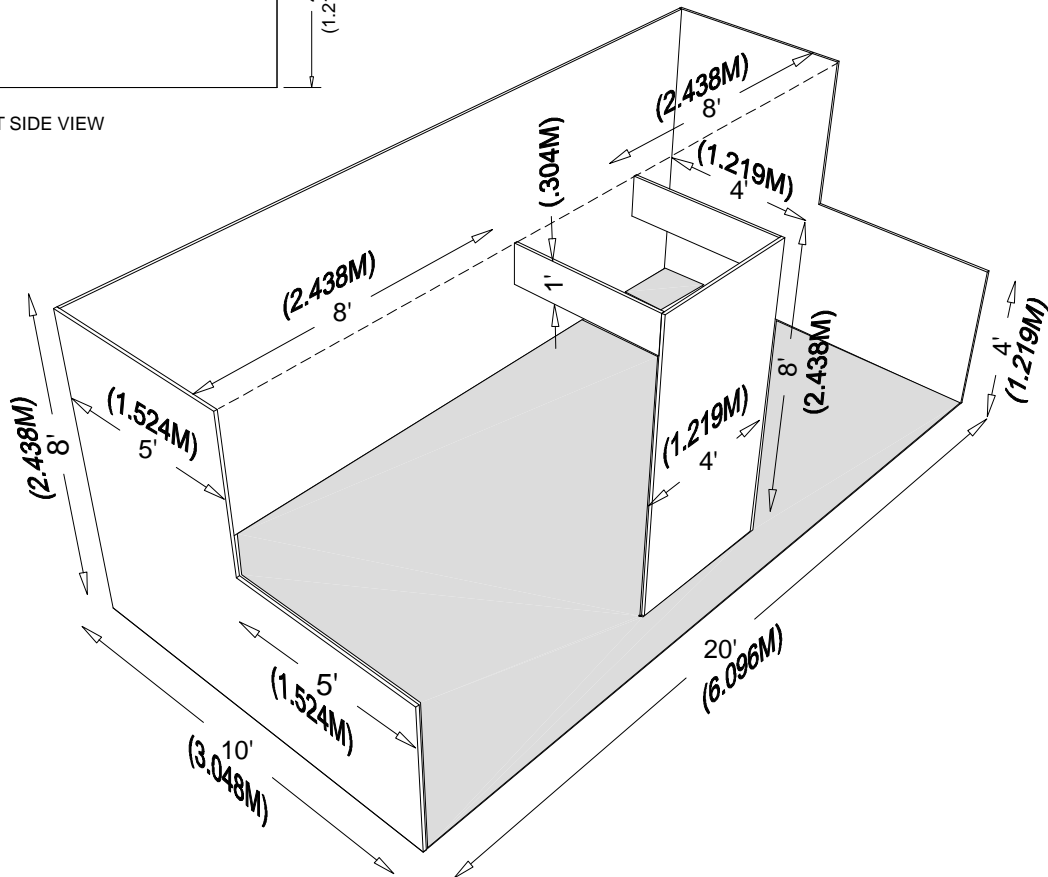
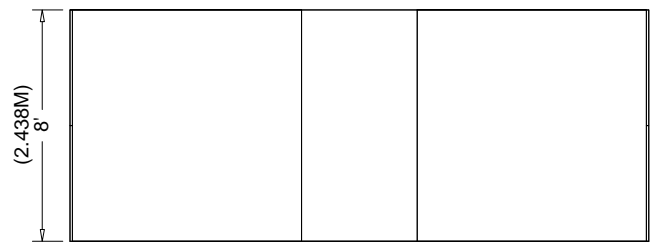
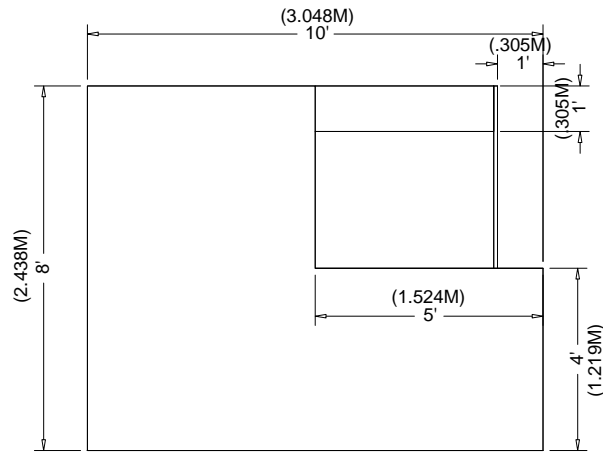
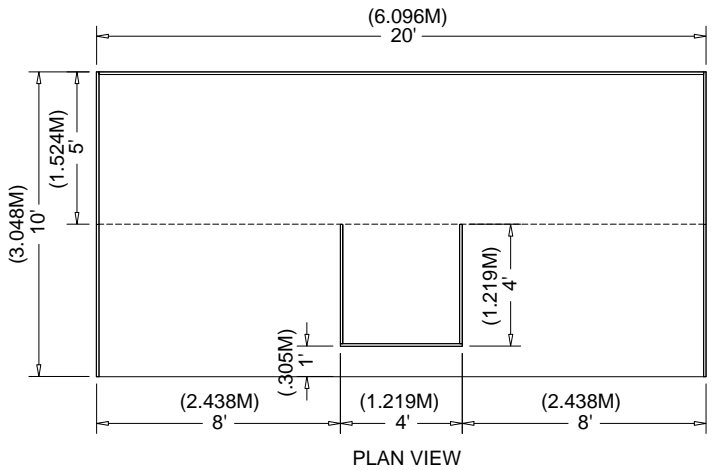
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# Extended Header Booth 20ft (6.10m) or Longer

An Extended Header Booth is a Linear Booth 20ft (6.10m) or longer with a center extended header.

## Dimensions and Use of Space

All guidelines for Linear Booths apply to Extended Header Booths, except that the center extended header has a maximum height of 8ft (2.44m), a maximum width of 20 percent of the length of the booth, and a maximum depth of 9ft (2.7m) from the back wall.



10' X 20' EXTENDED HEADER BOOTH

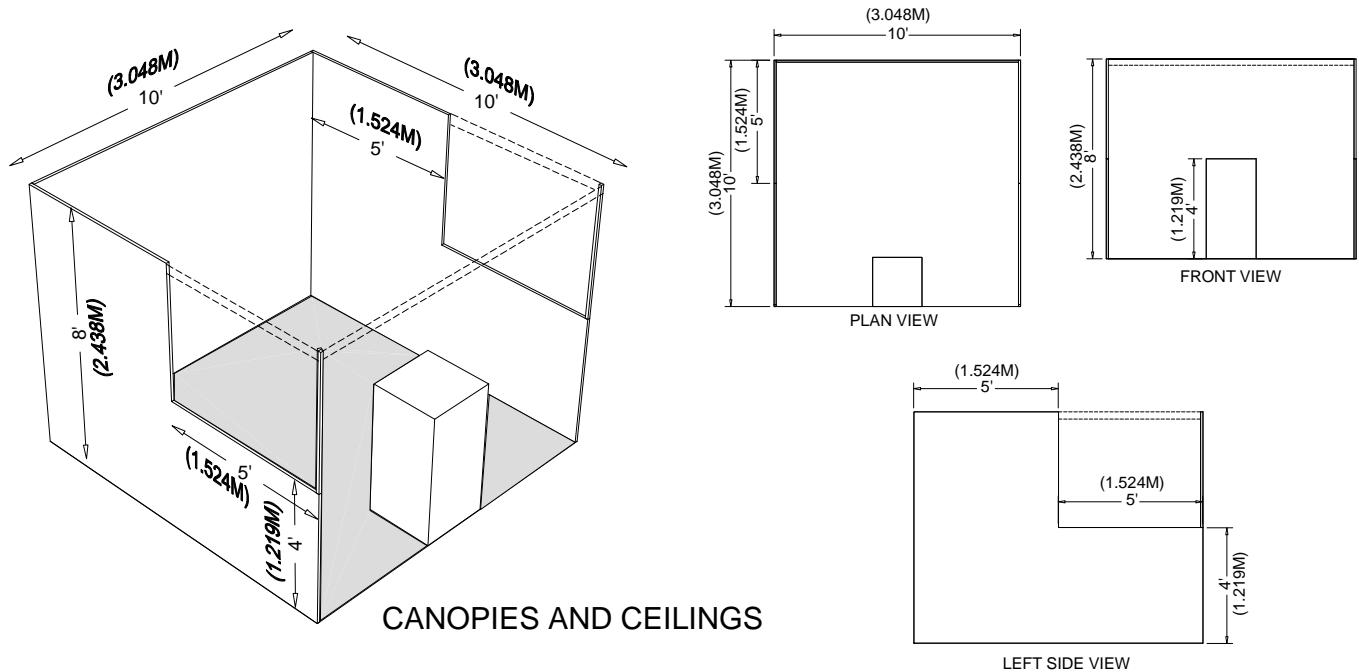
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## Other Important Considerations

### Canopies and Ceilings

Canopies, including ceilings, umbrellas and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or to allow for hanging products). Canopies for Linear or Perimeter Booths should comply with Line-of-Sight requirements. (See “Use of Space” for Linear or Perimeter Booths).

The bottom of the canopy should not be lower than 7ft (2.13m) from the floor within 5ft (1.52m) of any aisle. Canopy supports should be no wider than three inches 3in (.08m). This applies to any booth configuration that has a sight line restriction, such as a Linear Booth. Fire and safety regulations in many facilities strictly govern the use of canopies, ceilings, and other similar coverings. Check with the appropriate local agencies prior to determining specific exhibition rules.



CANOPIES AND CEILINGS

### Hanging Signs & Graphics

Most exhibition rules allow for hanging signs and graphics in all standard Peninsula and Island Booths, usually to a maximum height range of 16ft to 20ft (4.88m to 6.10m) from the top of the sign. End-cap Booths do not qualify for hanging signs and graphics. The distance is measured from the floor to the top of the sign. Whether suspended from above, or supported from below, they should comply with all ordinary use-of-space requirements. For example, the highest point of any sign should not exceed the maximum allowable height for the booth type.

Hanging Signs and Graphics should be set back 10ft (3.05m) from adjacent booths and be directly over contracted space only.

Approval for the use of Hanging Signs and Graphics, at any height, should be received from the exhibition organizer at least 60 days prior to installation. Variances may be issued at the exhibition management's discretion. Drawings should be available for inspection.

### Towers

A Tower is a free-standing exhibit component separate from the main exhibit fixture. The height restriction is the same as that which applies to the appropriate exhibit space configuration being used.

Towers in excess of 8ft (2.44m) should have drawings available for inspection. Fire and safety regulations in many facilities strictly govern the use of towers. A building permit or safety lines may be required.

### Multi-story Exhibit

A Multi-story Exhibit is a booth where the display fixture includes two or more levels. In many cities, a Multi-storied Exhibit requires prior approval by the exhibit facility, and/or relevant local government agency, as well as show management because it is deemed to be a “structure” for building purposes. The city building department generally needs to issue a building permit based on an application and drawings prepared and submitted by a licensed architect or engineer. Exhibitors should obtain local building regulations early on to ensure that all time constraints are met. Exhibition organizers should be prepared to assist exhibitors in this application process.

# Issues Common To All Booth Types

## Americans with Disabilities Act (ADA)

All exhibiting companies are required to be in compliance with the Americans with Disabilities Act (ADA), and are encouraged to be sensitive, and as reasonably accommodating as possible, to attendees with disabilities. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line, (800) 514-0301, and from the ADA Web site at [www.usdoj.gov/crt/ada/adahom1.htm](http://www.usdoj.gov/crt/ada/adahom1.htm).

## Structural Integrity

All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring exhibitors, hall laborers, or installation/dismantling equipment, such as fork lifts. Displays should also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. Refer to local building codes that regulate temporary structures.

It is recommended that all 20ft by 20ft (6.10m by 6.10m) and over exhibits require a drawing, plans or renderings, preferably digital, to be submitted to the show organizer.

Exhibitors should ensure that any display fixtures such as tables, racks, or shelves are designed and installed properly to support the product or marketing materials to be displayed.

## Flammable and Toxic Materials

All materials used in display construction or decorating should be made of fire retardant materials and be certified as flame retardant. Samples should also be available for testing. Materials that cannot be treated to meet the requirements should not be used. A flame-proofing certificate should be available for inspection. Exhibitors should be aware of local regulations regarding fire/safety and environment which must be adhered to.

Exhibitors should dispose of any waste products they generate during the exhibition in accordance with guidelines established by the Environmental Protection Agency and the facility.

## Electrical

Every exhibit facility has different electrical requirements. However, minimum guidelines are suggested:

- All 110-volt wiring should be grounded three-wire.
- Wiring that touches the floor should be “SO” cord (minimum 14-gauge/three-wire) flat cord, which is insulated to qualify for “extra hard usage.”
- Cord wiring above floor level can be “SJ” which is rated for “hard usage.”
- Using zip cords, two-wire cords, latex cords, plastic cord, lamp cord, open clip sockets, and two-wire clamp-on fixtures is not recommended and is often prohibited. Cube taps should be prohibited.
- Power strips (multi-plug connectors) should be UL approved, with built-in over-load protectors.

*(continued on next page)*

## Issues Common To All Booth Types *(continued)*

### Lighting

Exhibitors should adhere to the following suggested minimum guidelines when determining booth lighting:

- No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. Exhibitors intending to use hanging light systems should submit drawings to exhibition management for approval.
- Lighting, including gobos, should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or exhibition aisles.
- Lighting which is potentially harmful, such as lasers or ultraviolet lighting, should comply with facility rules and be approved in writing by exhibition management.
- Lighting that spins, rotates, pulsates, and other specialized lighting effects should be in good taste and not interfere with neighboring exhibitors or otherwise detract from the general atmosphere of the event.
- Currently, some convention facilities are not allowing quartz halogen lighting fixtures in exhibits due to potential fire hazards. Check with exhibition management.
- Reduced lighting for theater areas should be approved by the exhibition organizer, the utility provider, and the exhibit facility.

### Storage

Fire regulations in most exhibit facilities prohibit storing product, literature, empty packing containers, or packing materials behind back drapes or under draped tables. In most cases, however, exhibitors may store a limited supply of literature or product appropriately within the booth area, so long as these items do not impede access to utility services, create a safety problem, or look unsightly.

### Demonstrations

As a matter of safety and courtesy to others, exhibitors should conduct sales presentations and product demonstrations in a manner which assures all exhibitor personnel and attendees are within the contracted exhibit space and not encroaching on the aisle or neighboring exhibits. It is the responsibility of each exhibitor to arrange displays, product presentation, audio visual presentations, and demonstration areas to ensure compliance. Exhibitors should be aware of local regulations regarding fire/safety and environment which must be adhered to.

Special caution should be taken when demonstrating machinery or equipment that has moving parts, cooking equipment with an open flame, or any product that is otherwise potentially dangerous. Exhibitors should establish a minimum setback of 3ft (.91m) and/or install hazard barriers as necessary to prevent accidental injury to spectators. Additionally, demonstrations should only be conducted by qualified personnel.

### Sound/Music

In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels when measured from the aisle immediately in front of a booth. (Refer to OSHA at [www.osha.gov](http://www.osha.gov) for more information.)

Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted compositions. ASCAP, BMI, and SESAC are three authorized licensing organizations that collect copyright fees on behalf of composers and publishers of music.

# PAYMENT & LABOR

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

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

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

## DEFINITIONS

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

## PAYMENT TERMS

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

## ELECTRICAL

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

## LABOR UNDER THE SUPERVISION OF EXHIBITOR RESPONSIBILITIES

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

## INDEMNIFICATION

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

## IMPORTANT

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



# MATERIAL HANDLING

**YOU ARE ENTERING A BINDING CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE.** Acceptance of said terms and conditions will be construed when any of the following conditions are met: This Material Handling Agreement (MHA) is signed; Exhibitor's materials are delivered to Freeman's warehouse or to an event site for which Freeman is the Official Show Contractor; or an order for labor and/or rental equipment is placed by Exhibitor with Freeman. 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, Inc., and its employees, directors, officers, agents, assigns, affiliated companies, and related entities. In no event shall Freeman be deemed to be the Ultimate Consignee for shipping and custom purposes. The term "Exhibitor" means the Exhibitor, its employees, agents, and representatives.

**2. PACKAGING/CRATES AND STORAGE.** Freeman shall not be responsible for damage to loose or uncrated materials, pad wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labeled materials. Freeman shall not be responsible for crates and packaging which are unsuitable for handling, in poor condition, or have prior damage. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. Freeman does not accept any crates or packaging containing hazardous materials. Goods requiring cold storage and those in accessible storage are stored at Exhibitor's own risk. **FREEMAN ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSS OR DAMAGE TO GOODS IN COLD STORAGE OR ACCESSIBLE STORAGE.**

**3. EMPTY CONTAINERS.** Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of Exhibitor or its representative. All previous labels must be removed or obliterated. Freeman assumes no responsibility for: error in the above procedures; removal of containers with old empty labels and without Freeman labels; or improper information on empty labels. **FREEMAN WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.**

**4. INBOUND/OUTBOUND SHIPMENTS.** There may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of Exhibitor, or a lapse of time between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier and during such times, Exhibitor materials will be left unattended. **FREEMAN IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER THEY HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT SHOW SITE OR BEFORE THEY HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT.** Freeman recommends the securing of security services from Facility or Show Management. All MHA's submitted to Freeman by Exhibitor will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to Freeman and the actual count of such items in the booth at the time of pickup. Freeman is not responsible for any wait time or other charges including business center charges arising from delivery or pickup of Exhibitor's materials.

**5. DELIVERY TO THE CARRIER FOR RELOADING.** Freeman assumes no responsibility for loss, damage, theft, or disappearance of Exhibitor's materials after same have been delivered to Exhibitor's appointed carrier, shipper, or agent for transportation after the conclusion of the show. Freeman loads the materials onto the carrier under directions from the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the exclusive supervision and control of the carrier or driver of that carrier. **FREEMAN ASSUMES NO RESPONSIBILITY FOR LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS THAT ARISES OUT OF IMPROPERLY LOADED OR LABELED MATERIALS.**

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

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

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

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

**b. MAXIMUM RECOVERY.** If found liable for any loss, Freeman's sole and exclusive maximum liability for loss or damage to Exhibitors materials and Exhibitor's sole and exclusive remedy is limited to \$50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment whichever is a less. For unmarked, unlabeled and improperly packaged television monitors, the maximum liability is the lesser of \$3.00 (USD) per pound or the actual invoice price. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

**c. LIMITATION OF LIABILITY.** IN NO EVENT SHALL FREEMAN BE LIABLE TO THE EXHIBITOR OR TO ANY OTHER PARTY FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES OCCUR EITHER PRIOR OR SUBSEQUENT TO, OR ARE ALLEGED AS A RESULT OF, TORTIOUS CONDUCT, FAILURE OF THE EQUIPMENT OR SERVICES OF FREEMAN OR BREACH OF ANY OF THE PROVISIONS OF THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING STRICT LIABILITY AND NEGLIGENCE, EVEN IF FREEMAN HAS BEEN ADVISED OR HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE BUT ARE NOT LIMITED TO LOST PROFITS, LOSS OF USE, AND INTERRUPTION OF BUSINESS OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSSES.

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

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

**11. INDEMNIFICATION.** Exhibitor agrees to indemnify and forever hold harmless Freeman 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 (EAC) at the show or event to which this Contract relates, including but not limited to Exhibitor's violation of Federal, State, County or Local ordinance and/or Exhibitor's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.

**12. LIEN.** Exhibitor grants Freeman a security interest in and a lien on all of Exhibitor's materials that is from time to time in the possession of Freeman and all the proceeds thereof, including without limitation insurance proceeds (the "Collateral"), to secure the prompt and full payment and performance of all Exhibitor's indebtedness for monies paid, by Freeman on its behalf, services performed, materials and/or labor from time to time provided by Freeman to or for the benefit of Exhibitor ("Obligations"). Freeman shall have all the rights and remedies of a secured party under the Uniform Commercial Code, as may be amended from time to time ("UCC"), and any notice that Freeman is required to give under the UCC of a time and place of a public sale or the time after which any private sale or other intended disposition of any Collateral is to be made shall be deemed to constitute reasonable notice if such notice is mailed by registered or certified mail at least five (5) days prior to such action. Freeman may hold and not deliver any of the Collateral to Exhibitor for so long as there are any Obligations that remain unpaid or unsatisfied.

**13. WAIVER & RELEASE.** Exhibitor, as a material part of the consideration to Freeman for material handling services, waives and releases all claims against Freeman with respect to all matters for which Freeman has disclaimed liability pursuant to the provisions of this Contract.

**14. DRIVER LIABILITY WAIVER.** IN CONSIDERATION OF FREEMAN PERMITTING ENTRANCE TO THE PREMISES, YOU, YOUR EMPLOYER, THE OWNER OF THE TRUCK AND/OR EQUIPMENT THAT YOU ARE OPERATING (TRUCKOWNER) AND YOU AS AGENT OF YOUR EMPLOYER AND THE TRUCKOWNER, HEREBY ASSUME ALL RISK OF INJURY OR HARM TO YOURSELF AND OTHERS AND DAMAGE TO YOUR PROPERTY AND PROPERTY BELONGING TO YOUR EMPLOYER OR OTHERS ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISES. YOU AGREE TO ENTER AT YOUR OWN RISK. YOU HAVE FULL KNOWLEDGE OF ANY RISK INVOLVED IN THIS ACTIVITY. YOU RECOGNIZE THE HAZARDS AND ARE AWARE OF ALL THE RULES FOR SAFE OPERATION. YOUR EMPLOYER, THE TRUCKOWNER, AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS FREEMAN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, ASSIGNS, AFFILIATED COMPANIES AND RELATED ENTITIES, AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, AND DAMAGES OF ANY KIND WHATSOEVER ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISE.

# AIR CARGO

## AIR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

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

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

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

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

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

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

- Freeman shall promptly attempt to provide notice, by telephonic, electronic or written communication as provided on the face of these shipping instructions, if so indicated, to Shipper or the party, if any, designated to receive notice in these instructions.
- Storage charges, based on Freeman's applicable rates, shall start no sooner than the next business day following the attempted notification. Storage may be, at Freeman's option, in any location that provides reasonable protection against loss or damage. Freeman may place the shipment in public storage at the owner's expense and without liability to Freeman.
- If Freeman does not receive disposition instructions within 48 hours of the time of Freeman's attempted first notification, Freeman will attempt to issue a second and final confirmed notification. Such notice shall advise that if Freeman does not receive disposition instructions within 10 days of that notification, Freeman may offer the shipment for sale at a public auction and Freeman has the right to offer the shipment for sale. The amount of sale will be applied to Freeman's invoice for transportation, storage and other lawful charges. Shipper will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.
- Where Freeman has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of Freeman, at its option, to sell the property under such circumstances and in such manner as may be authorized by law.
- When perishable goods cannot be delivered and disposition is not given within a reasonable time, Freeman may dispose of property to the best advantage. Where Freeman is directed by Consignee or Consignor to unload or deliver property at a particular location where Consignor, Consignee, or the Agent of either is not regularly located, Freeman's liability for the shipment shall terminate after unloading or delivery.

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

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

- artworks and objects of art, including without limitation original paintings, drawings, etchings, water colors, tapestries and sculpture;
  - clocks, watches, jewelry (including costume jewelry), furs and fur-trimmed clothing;
  - personal effects;
  - and other inherently fragile or unique items, including prototypes, etc.
- Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by Freeman for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. Shipper understands that even if Shipper is not able to participate or fully participate in a show due to loss of, theft of, or damage to its property, Freeman shall never be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, loss of use damages, loss of profits damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, damages for failure of performance, breach of contract damages, fraud damages, or any other sort of damage for tort or breach of contract. This limitation shall bind the parties:
- whenever or wherever the claimed loss or damage may occur;
  - even though the alleged loss or damage is claimed to result from negligence, strict liability, products liability, breach of contract, breach of statute or regulation, or any other legal theory or cause, and;
  - even though Freeman may have been advised or be on notice of the possibility or even the probability of such damages. Freeman makes no warranties, express or implied, and expressly disclaims any and all warranties. Except for Freeman's failure to deliver in accordance with the Guaranteed Service section of the Service Guide, Freeman will not be liable for misdelivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay on International shipments, loss or damage unless caused by Freeman's sole negligence.

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

- Shipper must pay in full for the services rendered under this Contract at the time the services are requested. The existence of a dispute between Shipper and Freeman relative to any claim or other matter shall have no bearing on this duty of payment. No claim submitted by or on behalf of Shipper will be processed unless Shipper's account is current.
- Shipper understands and acknowledges that Freeman does not accept or transport illegal, dangerous or hazardous materials of any kind or nature. Shipper warrants and ensures that its property is inert, and contains no Hazardous Substances, Hazardous Materials, Chemicals, Gases, Explosives, Radioactive Materials, Biologically Hazardous agents, or any other substance, matter or object in any form that could pose a threat to the health or safety of persons, property or the public welfare in general. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.
- Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following: Shipper's negligence, willful misconduct, or deliberate act; Shipper's violation of Federal, State, County or Local ordinances; Shipper's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management; and/or Shipper's failure to comply with (b) of this Agreement regarding the inclusion of any dangerous substances in the property placed with Freeman.

**8. CLAIMS:** Shipper, Consignee, or any other party claiming an interest in the shipment must notify Freeman immediately upon delivery, or in the case of loss or damage which could not have been noted at the time of delivery, within five (5) days of delivery, of any loss or damage to the shipment. Notice of concealed damage must be confirmed in writing. If Carrier schedules an inspection, claimant must hold the shipping container, all packaging material and contents in the same condition as they were in when damage was discovered. Receipt of the shipment by the Consignee or the Consignee's agent without written notice on the delivery receipt and/or delivery manifest will be prima facie evidence that the shipment was delivered in good condition. The amount of the claim may not be deducted from the transportation charges. Notice of loss or damage MUST be reported to Freeman at 800-995-3579. The shipment, its container(s), and packing material must be made available to Freeman for inspection at the delivery location. All shipments are subject to opening for inspection by Freeman; however, Freeman is not obligated to perform such inspection. All claims for loss or damage MUST be made in writing to Freeman within one hundred and twenty (120) calendar days after the date of acceptance of the shipment by Freeman. Please refer to the Service Guide for claim procedures. All claims for service failure must be made within thirty (30) calendar days from the date of shipment and Freeman's sole liability for such claims arising from Guaranteed Service shipments shall be limited to the transportation charges as provided in the Guaranteed Service section of the Service Guide. All claims for overcharge must be made in writing to Freeman within sixty (60) calendar days after the invoice date. No action for loss or damage may be maintained against Freeman unless (a) claimant complies with all requirements of this section and (b) for domestic shipments, if the claimant commences the action within one (1) year of the shipment by Freeman unless otherwise required by International, Federal or State Law. If the claim is for loss or damage involving International shipments, claimant must commence the action within two (2) years from the date of acceptance of the shipment by Freeman unless otherwise required by International, Federal or State Law. For purposes of this section, no action shall be deemed to have commenced until receipt by Freeman of service of process of the action on Freeman. Claims for loss or damage must be delivered to the following address: Sedgwick, PO Box 14151, Lexington, KY 40512-4151.

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

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

# MOTOR CARGO

## MOTOR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

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

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

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

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

**4. PACKAGING AND CRATES.** Shipper's property must be well packaged for safe and secure handling, storage and shipment using ordinary care. Freeman makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, padwrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labeled materials. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. General guidance as to acceptable packaging systems and procedures may be found in publications such as the National Motor Freight Classification, published by the National Motor Freight Traffic Association. 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 atmospheric control or other special services unless Shipper states on the face of the "Service Request and Shipping Instructions" that the goods are to be carried in a refrigerated, heated, specially ventilated or otherwise specially equipped trailer. This carriage may be subject to additional charges. Shipper is responsible for bringing the goods to the proper temperature before loading the goods into the trailer, for the proper storage of the goods within the trailer, and for setting the temperature (including maintenance and repair), during all times after the trailer is spotted by Freeman and before the trailer is received by Freeman. Freeman is not responsible for product deterioration caused by inherent vice, defects in the merchandise or transit times in excess of product shelf life. Refrigerated, heated, specially ventilated or otherwise specially equipped trailers are not equipped to change the temperature of goods (they are equipped only to maintain temperature). Shipper will give written notice of requested temperature setting of the thermostatic controls before receipt of the goods by Freeman. When a loaded trailer is received, Freeman will verify that the thermostatic controls are set to maintain trailer temperature as requested. Freeman is unable to determine whether the goods were at the proper temperature when they were loaded into the trailer or when the trailer is delivered to Freeman. Air temperature at the unit sensor will be maintained within a proper range of plus or minus 5 degrees Fahrenheit of the temperature requested by Shipper on the face of the "Service Request and Shipping Instructions" if the goods were at that temperature when loaded into the container and if the temperature controls were properly set when the container was loaded.

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

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

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

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

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

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

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

**8. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES.** Shipper understands that even if shipper's property is lost, stolen, or damaged, Freeman does not pay replacement or restoration cost of any property. **FREEMAN'S MAXIMUM LIABILITY SHALL BE THE AMOUNT OF PROVEN ACTUAL VALUE NOT EXCEEDING THE LOWER OF FAIR MARKET VALUE.**

**(THE "FAIR MARKET VALUE" EQUALS THE AS IS WHERE IS PRICE FOR THE PROPERTY AT THE LOCATION OF THE SHOW TO WHICH PRICE A WILLING BUYER AND A WILLING SELLER WOULD AGREE IN AN ORDINARY COURSE OF BUSINESS, ARM'S LENGTH SALE, OR \$5.00 (USD) PER POUND OF CARGO LOST OR DAMAGED UNLESS AT THE TIME OF SHIPMENT SHIPPER MAKES A DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE SHIPPING INSTRUCTIONS AND PAYS THE APPROPRIATE VALUATION CHARGE.** Even if Shipper has made a declaration of value, liability shall never exceed the depreciated original invoice value or the fair market value of the property, whichever is less. The value per pound for applying declared valuation charges shall be determined by dividing Shipper's declared value for carriage by the actual weight of the shipment. In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by Shipper or has been agreed upon in writing as the released value of the property upon which the rate is based, such lower value plus freight charges, if paid, shall be the maximum recoverable amount for loss or damage. **Notwithstanding the above limitations, all shipments containing the following items of extraordinary value are limited to a maximum declared value of \$500.00 (USD):** (a) Artworks and objects of art, including without limitation, original paintings, drawings, etchings, watercolors, tapestries and sculptures or prototypes; (b) Clocks, jewelry, including costume jewelry, furs, and fur-trimmed clothing; (c) Personal effects, including without limitation, papers and documents; or (d) Coin money, currency, gift certificates, debit cards, credit cards, and any other items of extraordinary value. (e) For unmarked, unlabeled and improperly packaged television monitors, the maximum liability is the lesser of \$3.00 (USD) per pound or the actual invoice price.

Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by Freeman for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. In any event, (excluding small package program shipments) **Freeman's MAXIMUM LIABILITY WILL NEVER BE MORE THAN \$100,000 PER SHIPMENT.** Shipper understands that even if Shipper is not able to participate or fully participate in a Show due to loss of, theft of, or damage to their property, Freeman shall not be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, loss of use damages, loss of profits damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, or damages for failure of performance, breach of contract damages, fraud damages, or any other sort of damage for tort or breach of contract. This limitation shall bind the parties: **(a) WHENEVER OR WHEREVER THE CLAIMED LOSS OR DAMAGE MAY OCCUR; (b) EVEN THOUGH THE ALLEGED LOSS OR DAMAGE IS CLAIMED TO RESULT FROM NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, BREACH OF CONTRACT, BREACH OF STATUTE OR REGULATION, OR ANY OTHER LEGAL THEORY OR CAUSE, AND; (c) EVEN THOUGH FREEMAN MAY HAVE BEEN ADVISED OR BE ON NOTICE OF THE POSSIBILITY OR EVEN THE PROBABILITY OF SUCH DAMAGES.**

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

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

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

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

**10. CLAIMS.** Claims must be filed in writing within nine (9) months after the date of delivery of the property (or in the case of export traffic, within nine (9) months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss, damage, or delay shall be instituted against Freeman no later than two (2) years and one (1) day from the day when written notice is given by Freeman to the claimant that Freeman has disallowed the claim or any part or parts of the claim specified in the notice. Shipper shall deliver notice of claim for loss or damage by hand, U.S. mail, courier, facsimile, or electronic means to Sedgwick, PO Box 14151, Lexington, KY 40512-4151 as soon as loss or damage is discovered. The notice of claim shall invite a prompt joint survey of the damage, at a time and place to be agreed between the parties, and such survey shall go forward promptly. However, if in any case the property is received by the Consignee or the Consignee's agent without notice of loss or damage to property being served on Freeman within 5 calendar days of the receipt of the property, it is agreed between Freeman and Shipper that in that instance the presumption shall arise that the property was delivered in proper quantity and in good condition. Notice of concealed damage must be confirmed in writing. If Carrier schedules an inspection, claimant must hold the shipping container, all packaging material and contents in the same condition as they were in when damage was discovered. Claims filed more than nine (9) months following the date on which the property was delivered or should have been delivered are agreed to be forever time barred.

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

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

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

# F R E E M A N

## *BALTIMORE/WASHINGTON AREA UNION REGULATIONS*

To assist you in your planning efforts for the upcoming exposition, we are certain you will appreciate knowing in advance that union labor may be required for certain aspects of your exhibit handling. To help you understand the various union jurisdictions, we ask that you read the following:

### *EXHIBIT INSTALLATION AND DISMANTLING*

The installation and dismantling of prefabricated displays comes under the jurisdiction of the carpenters' union. However, two (2) full-time exhibiting company employees may work without Carpenter Labor for one (1) hour on the installation (move-in) and one (1) hour on the dismantle (move-out) without union labor on booths that are larger than 10' x 10'. Exhibitors may work in booths 10' x 10' or smaller without the use of union labor.

Exhibitors are not permitted to use POWER TOOLS (electric drills, power saws, etc.) on booths of any size. Manual tools such as hammers, screwdrivers, ratchets, pry bars, etc. are allowable for exhibitor use within size and time limitations. Exhibitors may not borrow tools, ladders or other equipment from the exhibit facility and/or Freeman.

### *MATERIAL HANDLING*

One individual from each exhibiting company is permitted one trip to hand-carry items into the exhibit facility. The exhibitor use of dollies, hotel baggage carts, flat trucks and other mechanical equipment, is *not* permitted. Freeman will control access to the trade show floor which includes access from the loading docks and/or all doorways into an exhibit facility. This will help to provide a safe and orderly move-in/move-out. Unloading or reloading of any freight into the exhibit hall by any and all private vehicles and contracted carriers will be handled by Freeman. Rates for material handling services are enclosed in this exhibitor service manual.

Freeman shall be the sole authority on all matters in the DOCK area. This shall include but not be limited to such items as assignment of dock space and loading or unloading of all materials and equipment.

Any conflicts or disagreements regarding the union jurisdictions or interpretations thereof should be resolved with representatives of Freeman and Show Management.

### *SAFETY*

Standing on chairs, tables or other rental furniture is prohibited. This furniture is not engineered to support your standing weight. Freeman cannot be responsible for injuries or falls caused by the improper use of rental furniture. Please assist in our efforts to provide a SAFE WORKING ENVIRONMENT for everyone.

### *TIPPING*

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



GAYLORD NATIONAL®

RESORT & CONVENTION CENTER

*on the Potomac*

## RULES AND REGULATIONS FOR EXHIBITS AND DISPLAYS

Fax or Mail to: Gaylord National Resort & Convention Center  
Attn: Exhibit Service Department  
201 Waterfront Street National Harbor Md. 20745  
Office: (301)-965-3710  
Fax: (301)-965-3797

- A discounted rate is provided to exhibitors who order services in advance. Full payment must be received at Least Fourteen (14) days prior to the first day of show to qualify for the Advance Price. Payment is accepted through exhibit services in the form of VISA, MASTERCARD, AMERICAN EXPRESS, DISCOVER, DINERS CLUB and Money Order (U.S. funds drawn on U.S. banks only). Maryland State Sales Tax (6%) will be applied to all equipment & service orders. *Checks and cash are not accepted.*
- The hotel is not responsible for any injury, loss, or damage that may occur to the exhibitor, the exhibitor's agents, employees, or property, or the any other person or property prior, during, or subsequent to the period covered by the exhibit contract.
- In accordance with the Prince Georges County Fire department, no exhibit, display or drape will obstruct, impede or otherwise hinder access to fire strobes, fire speakers, fire department access cabinets or fire pulls.
- Credit will not be given for services ordered and not used. Cancellations must occur prior to the installation of services.
- Exhibits, displays, and equipment are to be brought into and taken from the Exhibit Hall via the loading dock only.
- Stick-on decals (except name tags) may not be distributed or used in the convention center.
- Holes may not be drilled or punched into any surface in the convention center.
- The painting of exhibits or signs is not allowed anywhere inside the convention center.
- Decorations, banners, signs, etc. are not to be affixed to any wall, door, window, column, ceiling, or any surface in the convention center.
- Static helium balloon displays are permitted in the convention center. Helium balloons may not be used as giveaways. Helium tanks must be removed daily. Storage of tank within the building is not permitted. Any balloons that end up in the ceiling area will be removed at \$25.00 per balloon with a \$100.00 minimum charge.
- Tape used on the floor of the exhibit must be low residue carpet tape and low residue safety tape. Accepted brand are Polyken 105C, Renfrew #147, and Asiachem SST-736 or approved equivalent. It is the responsibility of the Official contractor to remove ALL tape from the floor at the end of the event.
- The hotel reserves the right to purchase, prepare and provide all food and beverage items provided in Exhibit Booths. For product(s) specific to a Company's trademark, those which are not procurable by Gaylord National, 2oz. sample sizes may be provided with approval from show management. A Certificate of Insurance naming Gaylord National additional insured as well as a food waiver are required prior to samples being distributed on the show floor.
- Cooking permits must be obtained before any cooking activity is permitted within the convention center. Certificates of Insurance are required naming Gaylord National as additionally insured. A signed Food Waiver will be required. A 3A40 B.C. fire extinguisher must be in the booth, within 30 feet of the each cooking device. Compliance with all Prince Georges County Health and Fire Department rules and regulations is required. Holding tanks for cooking residue (oils, grease, etc.) are required. Cleaning of equipment is not permitted in hotel restrooms. Clean-up arrangements must be coordinated in advance through show management.

- Permission to cook any food within the exhibit area must have prior approval by the Gaylord National Event Manager. The use of "Day tanks" bottled gas may be used in conjunction with an approved exhibit or display for cooking or demonstration purposes. Tanks must have a release valve and be removed from the convention center at the close of daily activities. Storage of tanks inside the building is prohibited.
- Gaylord National reserves the right to request the cease of food production/distribution in an exhibit booth without proper authorization and paperwork on file.
- Vehicles that are used as part of a display should have no more than a 1/4 tank of fuel or 10 gallons whichever is less. The tank must be taped shut or have a locking gas cap and the battery cables must be disconnected.
- Covered or multi-leveled booths over 300 sq. ft are required to have an automatic extinguishing system or required fire watch personnel. A battery operated smoke detector will be required for each covered booth, structure or tent regardless of square footage. Engineered approved Scaled, stamped plans of the booth must be submitted to the Gaylord National. Cost of fire watch personnel is determined by Prince Georges County Fire and Rescue. Contact Exhibit Services for additional information.
- Haze and/or smoke producing devices must use water-based fluids. The use of these devices must be approved in advance through Conference Services in conjunction with Prince Georges county Fire and Rescue Services.
- **Freight Services:** Material Handling/Freight Deliveries including but not limited to, small package, overnight, LTL & van line carriers will not be accepted by Gaylord National Resort & Convention Center Exhibit Hall representatives prior to your event, during your event & after your event. Shipments during the event contract dates should be in the attention of the events Official Service Contractor. Those events without a service contractor should contact the business center at Gaylord National. Please call your Official Service Contractor with any shipping questions.

## **GUIDELINES FOR ALL CARPETED AREAS**

The following policy and procedure will be in effect for all areas of the hotel with existing carpet.

- Gaylord National does not provide cleaning supplies, vacuums, large waste receptacles, whales or janitorial services for the exhibit hall area unless it is included in the sales contract. Trash removal from the exhibit hall and/or ballroom is the responsibility of the decorating/production company. Any property damaged or destroyed must be replaced to its original condition.
- It is the responsibility of the decorating/production company to return exhibit hall and/or ballroom space to "Move-In Condition". All tape and tape residue as well as stains and debris must be removed. The decorating/production company is responsible for vacuuming the exhibit hall and/or ballroom prior to departure.
- Chalk marks or the use of chalk lines will be prohibited on any carpeted area for event layout.
- All carpeted areas must be covered with visqueen or Polytac before any decorating/production equipment or freight is brought into the space.
- Prior to installation, the exhibit hall staff must approve any tape applied to the hotel carpet. It is required that low tack tape is applied to the carpet and contractor's double-face tape be applied to the low tack tape.

# F R E E M A N

9900 Business Parkway  
Lanham, MD 20706  
(301) 918-7975 Fax: (469) 621-5609

DISCOUNT PRICE  
DEADLINE DATE  
APRIL 25, 2017

INCLUDE THIS FORM  
WITH YOUR ORDER  
PLEASE USE BLACK INK

NAME OF SHOW: **SPRING 2017 MARIJUANA BUSINESS CONF & EXPO / MAY 17 - 19, 2017**

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

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

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

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

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

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

E-MAIL FOR INVOICE: \_\_\_\_\_  **Check if you are a new Freeman customer**  
**Invoices will be sent by e-mail; please provide e-mail address of the person who reconciles your invoices if different than contact's email.**

## METHOD OF PAYMENT

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

**COMPANY CHECK**  
 Please make check payable to: Freeman  
 Checks must be in U.S. funds drawn on a U.S. or Canadian bank. ("U.S. FUNDS" MUST BE PRE-PRINTED on Canadian checks.)  
**Please reference (448354) on your remittance.**

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

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

**AMERICAN EXPRESS**     **MASTER CARD**     **VISA**    **We do not accept credit card information via email.**

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

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

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

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

## ENTER TOTALS HERE

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

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

**FREEMAN method of payment**