

Marijuana Business MJBizCon

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:**

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	July 14	Submit your logo (in .ai, .jpeg, .pdf, or .eps formats) to <a href="mollyf@mjbizdaily.com">mollyf@mjbizdaily.com</a>
	Oct 1	Complete your print & online booth profile – link to ebooth console was included in
		your booth confirmation
	Oct 13	Book your hotel rooms <a href="https://mjbizconference.com/hotel/">https://mjbizconference.com/hotel/</a>
	Oct 13	Early Discount deadline for all Cox services (internet, data, etc.)
	Oct 16 – Nov 7	Shipments to Advance Warehouse
	Oct 23	Early Discount deadline for all Freeman services
	Oct 23	Early Discount deadline for all additional services (electrical, insurance, etc.)
	Oct 23	Lead Retrieval deadline form due to Expo Logic
	Nov 1	Submit your proof of insurance to mollyf@mjbizdaily.com
	Nov 8	Register your onsite staff - you will receive a separate email link
	Nov 13-14 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 black carpeting
- Online Booth profile
- Directory profile
- Four (4) Exhibits-only passes (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

Material Handling Your onsite material handling is included in your booth fee up to 3,000 pounds per

item. 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!

Shipping You are responsible for shipping to the show and arranging return transportation. We

HIGHLY encourage you to ship to the advance warehouse (with delivery no later than Nov 7). This will provide you a much smoother set-up day as your booth materials will

be in your booth when you arrive.

Carpet Standard Black carpeting is provided for your booth at no charge. If you would like a

different color carpet or padding under the black 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.

<u>Lead Retrieval</u> 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 October 23.

<u>Electrical</u> Your booth package does <u>NOT</u> include electrical. If you need this service, please

complete the electrical order forms within the ESM.

<u>Insurance</u> 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-

Las Vegas Convention Center

3150 Paradise Rd Las Vegas, NV 89109

# **Preliminary Program Agenda**

Monday, November 13

8:00 am – 6:00 pm General Contractor Move-in North Hall 1:00 pm – 6:00 pm Large Exhibitor set up (advance approval only)

Tuesday, November 14

8:00 am – 6:00 pm Exhibitor Set-up North Hall
8:00 am – 6:00 pm Registration Open North Hall Foyer
10:00 am – 4:00 pm New Investor Forum North Hall-N1
10:00 am – 5:00 pm Marijuana Business Crash Course North Hall-N1

Wednesday, November 15

8:00 am – 7:00 pm Registration Open North Hall Foyer
9:00 am – 12:30 pm General Sessions North Hall-N1
11:00 am – 7:00 pm Exhibit Hall Open North Hall
5:00 pm – 7:00 pm #MJBizCon Mixer North Hall

Thursday, November 16

8:00 am – 6:00 pm Registration Open North Hall Foyer 9:30 am – 4:00 pm Breakout Sessions North Hall-N1 11:00 am – 6:00 pm Exhibit Hall Open North Hall

Friday, November 17

8:00 am - 3:00 pm Registration Open North Hall Foyer
9:30 am - 12:30 pm Breakout Sessions North Hall-N1
11:00 am - 4:00 pm Exhibit Hall Open North Hall
4:00 pm - 10:00 pm Exhibitor Tear-Down North Hall

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@mibizdaily.com

# Fall Marijuana Business Conference & Expo

November 15-17, 2017 Las Vegas Convention Center Las Vegas, Nevada

# **SERVICE INFORMATION**

### **BOOTH EQUIPMENT**

Each 10' x 10' booth will be set with 8' high black back drape, 3' high black side dividers, black booth carpet, one 6' x 30" high black draped table, two side chairs, and one wastebasket.

Each 5' x 10' booth will be set with 8' high black back drape, 3' high black side dividers, black booth carpet, one 6' x 42" high black draped counter, two stools, and one wastebasket.

Booths 300 sqft or less will receive a 7" x 44" one-line identification sign. Booths larger than 300 sqft may receive a 7" x 44" one-line identification sign upon request.

# **EXHIBIT HALL CARPET**

The exhibit booths will be carpeted in black. The aisles will be carpeted in blue. To enhance the appearance of your booth, rental carpet is available through Freeman. Please refer to the Carpet Brochure and Order Form in this service manual.

# DISCOUNT PRICE DEADLINE DATE

Order early to take advantage of advance order discount rates. Place your order by OCTOBER 23, 2017.

# **SHOW SCHEDULE**

# **EXHIBITOR MOVE-IN**

For more information and helpful hints on preshow procedures and move-in, please go to <u>Pre-Show FAQ</u>.

Monday November 13, 2017 1:00 p.m. - 5:00 p.m. Early Move-In by Approval Only

Tuesday November 14, 2017 8:00 a.m. - 6:00 p.m.

PLEASE NOTE: Monday, November 13, 2017 is Veteran's Day and overtime charges will apply.

All exhibits must be fully installed by Tuesday, November 14, 2017 at 6:00 p.m.

# **EXHIBIT HOURS**

 Wednesday
 November 15, 2017
 11:00 a.m.
 7:00 p.m.

 Thursday
 November 16, 2017
 11:00 a.m.
 6:00 p.m.

 Friday
 November 17, 2017
 11:00 a.m.
 4:00 p.m.

# **EXHIBITOR MOVE-OUT**

For more information and helpful hints on postshow procedures and move-out, please go to Post-Show FAQ.

Friday November 17, 2017 4:00 p.m. - 11:59 p.m.

PLEASE NOTE: Overtime charges for labor and material handling will apply Monday through Friday from 5:00 p.m. to 8:00 a.m. and all day on Saturday, Sunday and Holidays. Please refer to the appropriate order form(s) for rates.

# **DISMANTLE AND MOVE-OUT INFORMATION**

- Freeman will begin returning empty containers as soon as the aisle carpeting is removed from the exhibit floor.
- All exhibitor materials must be removed from the exhibit facility by Friday, November 17, 2017 at 11:59 p.m. Any materials remaining in the facility will be re-routed via Freeman's choice or returned to warehouse to await disposition at exhibitor's expense.
- 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**, **November 17**, **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. Complete the Outbound Material Handling section on the order form and your paperwork will be available at show site. Be sure your carrier knows the company name and booth number when making arrangements for pick-up of your exhibit at the close of the show.

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# **BOOTH ABANDONMENT**

Excessive booth materials and/or literature left in the booth at the end of published exhibitor move-out that is not labeled for outbound shipment will be considered abandoned and deemed as trash. The exhibitor will be charged for the removal and disposal of these items. Charges may include Installation & Dismantle Labor, Forklift / Rigging Labor, and/or Dumpster Fee.

# **FREEMANONLINE®**

Take advantage of discount pricing by ordering online at <a href="www.freeman.com">www.freeman.com</a> by OCTOBER 23, 2017. Using the enhanced FreemanOnline, you will enjoy easy access to added features and functions as well as the high caliber of Freeman services you've come to expect - <a href="before">before</a>, during and after your show. Additionally, you can now access FreemanOnline from any device - <a href="desktop">desktop</a>, laptop</a>, or tablet via our new <a href="FreemanOnline Mobile App">FreemanOnline Mobile App</a>.

To place online orders, you will be required to login with your unique Username and Password. If this is your first time to use FreemanOnLine, click on the "Create an Account" link. To access FreemanOnLine without using the email link, visit <a href="www.freeman.com">www.freeman.com</a>. You can also download and use the FOL Mobile App from the Apple or Android store, or here: <a href="folmobile.freemanco.com">folmobile.freemanco.com</a>. A mobile web version of the FreemanOnline Mobile App is available to extend mobile use for those users that do not have an Apple or Android device or who do not want to download the Mobile App.

If you need assistance with FreemanOnline, please call our Customer Support Center at (888) 508-5054 Toll Free US and Canada or +1(512) 982-4186 Local and International.

# SHIPPING INFORMATION

Warehouse shipping address:

Exhibiting Company Name / Booth # Fall Marijuana Business Conference & Expo

C/O FREEMAN 6675 W Sunset Rd Las Vegas, NV 89118

FREEMAN will accept crated, boxed or skidded materials beginning **OCTOBER 16, 2017** at the above address. Materials arriving after **NOVEMBER 7, 2017** will be received at the warehouse with an additional after deadline charge. Warehouse freight will be delivered prior to exhibitor set up. If warehouse freight has to be moved in on a weekend in order to be in the exhibitors booth for move-in day, an overtime charge may apply. Warehouse receiving hours are 8:00 a.m. - 3:30 p.m., Monday-Friday. If required, provide your carrier with this phone number: (702) 579-1700.

Showsite shipping address:

FREEMAN will receive shipments at show site beginning **MONDAY**, **NOVEMBER 13**, **2017** for exhibitors with approved early move-in and **TUESDAY**, **NOVEMBER 14**, **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: (702) 579-1700.

<u>Please Note</u>: Overtime rates will apply on all shipments, inbound/outbound, between 5:00 p.m. - 8:00 a.m., Monday - Friday; ALL DAY on Saturdays, Sundays and Holidays.

This show will be marshalled. Please see marshalling yard map in this service manual.

**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.

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# SERVICE CONTRACTOR CONTACTS/INFORMATION:

# **FREEMAN**

6555 West Sunset Road Las Vegas, Nevada 89118

Ph: (702) 579-1700 Fax: (469) 621-5604 FreemanLasVegasES@freeman.com

# FREEMAN AUDIO VISUAL SOLUTIONS, INC.

3325 West Sunset Road, Suite A Las Vegas, Nevada 89118

Ph: (702) 263-1484 Fax: (469) 621-5604

# FREEMAN EXHIBIT TRANSPORTATION

(800) 995-3579 US & Canada +1 (512) 982-4187 Outside the US +1 (817) 607-5183 International Shipping Services (469) 621-5810 Fax exhibit.transportation@freeman.com

# **SERVICE CENTER HOURS**

We will have staff available at the Freeman Services Center as follows: Monday November 13, 2017 12:00 p.m. -6:00 p.m. November 14, 2017 Tuesday 7:00 a.m. 6:00 p.m. Wednesday November 15, 2017 7:00 a.m. -12:00 p.m. Friday November 17, 2017 2:00 p.m. -11:59 p.m.

# **LABOR INFORMATION**

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

# **ASSISTANCE**

We want you to have a successful show. If we can be of assistance, please call our Exhibitor Services Department at (702) 579-1700.

# WE APPRECIATE YOUR BUSINESS.

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# 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 service you may contact Freeman Las Vegas Exhibitor Services at (702) 579-1700 or Freeman's Customer Support Center at (888) 508-5054 Toll Free US & Canada or +1(512) 607-5000 Local & International.

# **HELPFUL HINTS**

# **SAVE MONEY**

Order early to take advantage of advance order discount rates, place your order by **OCTOBER 23**, **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, and machinery and equipment that are in use.

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

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

Prevent electrical shocks, falling items and damage to materials. Do not attach items or equipment to the drapes or metal framework provided for 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 material handling equipment for installation/ dismantle of exhibits is NOT permitted by exhibitors or by their exhibitor appointed contractors (EAC's). Thank you for your cooperation.

# **EXHIBITOR ASSISTANCE**

For more information and helpful hints on preshow procedures and move-in, please go to Pre-Show FAQ.

For more information and helpful hints on postshow procedures and move-out, please go to Post-Show FAQ.

Call Freeman's Exhibitor Services department at (702) 579-1700 with any questions or needs you may have.

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# EXHIBITOR AND OFFICIAL SERVICES CONTRACTOR INFORMATION

# **EXHIBITOR AND OFFICIAL SERVICES CONTRACTOR INFORMATION**

Show Management has selected Freeman to be the Official Services Contractor for your upcoming show. As the Official Services Contractor, Freeman has the responsibility for material handling, electrical, all suspended rigging and booth cleaning services. We hope this document will assist you in planning for your upcoming event.

To help you understand the Official Services Contractor responsibilities, we ask that you read and observe the following to aid in a smooth and efficient move-in and move-out of the trade show

Freeman requests that exhibitors do not tip its employees by giving money, merchandise or other special consideration for services rendered. Exhibitors should not give coffee breaks other than mid-morning and mid-afternoon when employees have a fifteen minute paid break. Any attempts to solicit a gratuity by an employee for any service should be reported immediately to a supervisor of Freeman. Freeman employees are paid an excellent wage and tipping is not an accepted company policy.

Freeman craftsmen at all levels are instructed to refrain from expressing any disputes or directly challenging the practices of any exhibitor. All questions arising with regard to the jurisdiction or practices must be directed to a FREEMAN management representative.

# PER SHOW MANAGEMENT

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<u>TASK</u>	EXHIBITORS MAY	FREEMAN RESPONSIBILITIES				
Material Handling	As an exhibitor you may "hand carry" material. Hand carry is defined as small items such as cartons and packages that an exhibitor is able to carry.      Any mechanical assistance is limited to a small dolly.      The assistance of any motorized device or pallet jack is not permitted.      When exhibitors choose to "hand carry" they may not access designated material handling areas.      Must use specifie exhibitor hand carry areas or main entrance of the facility.      In all other circumstances items should be considered material handling.  In no circumstance is any exhibitor authorized to use Freeman material handling equipment for any purpose.	Treeman has been contracted to be the exclusive provider for material handling contract services as ordered by the exhibitor.  Freeman has the responsibility to manage all freight docks and to schedule all vehicles into and out of all designated material handling areas for the show. This will assure the smooth, orderly and efficient move in and move out of the tradeshow.  Freeman has the sole responsibility for loading and unloading all trucks, trailers, common and contract carriers at its facilities or designated material handling areas.  Freeman is not responsible for any material it does not handle.  For the convenience of all exhibitors on the show, order forms for material handling services are included in this service manual and are available on Freeman's website at <a href="https://www.freemanco.com/store">www.freemanco.com/store</a> .				
Electrical	The following work may be performed by the exhibitor's full-time company employees with positive identification such as a medical card or payroll stub but may not be performed by your Exhibitor Appointed Contractor (EAC).  • Plug in equipment into any 20A/120VAC receptacle.  • May hang up to four small clip-on lights per booth.  • May connect modems, printers, computers and keyboards, test and tune their own equipment, and run their own communications cable between machines in the same booth above the booth carpet.  • Mounting of monitors (to include plasma screens, LCD & CRT) and the installation of hanging brackets.	All electrical distribution. All under-carpet electrical distribution. Any additional electrical requirement needs or changes to preorders. Distribution and connection of all power in excess of 20A/120V. Distribution and connection of all 208V and 480V power. Distribution of all electrical equipment necessary to provide electrical service.				
Non-Electrical Hanging Signs	Install and dismantle a non-electric sign attached to a booth by the exhibitor's full-time employee or approved EAC.	Assembly and disassembly of hanging signs.     Hanging of non-electrical signs and decorative materials from the ceiling.     Installing chain hoist and attaching signs (over 250 lbs).				

# **EXHIBITOR AND OFFICIAL SERVICES CONTRACTOR INFORMATION** (continued)

TASK	EXHIBITORS MAY	FREEMAN RESPONSIBILITIES
Rigging / Electrical Hanging Signs and Truss	Exhibitors MAY NOT install or assemble electrical hanging signs and truss.	Assembly and disassembly of electrical hanging signs, including rotating and header signs.     Lighting without dimmers.     Programmable theatrical lighting, production, related rigging and audio-visual.     Suspended trusses with or without legs that contain dimmable or programmable lighting, studio or motion picture lighting, sound system projectors and/or video wall.     Hoist ground-supported stand-alone truss whose sole purpose is overhead distribution of electrical.     Suspended truss with motorized hoist and non-dimmable and non-programmable lights.     Installing chain hoist.     Special effects equipment.     Laser lighting.     Video monitors and plasma screens including units fed by a live camera or are part of a multi-screen coordinated image.
Ground Supported Truss and Lighting	Ground-supported truss that is considered to be "booth structure" or mixed-use truss may be assembled by you, your full-time employee or by an approved EAC.     Truss which is not assembled by Freeman is subject to all electrical rules and jurisdictions in regard to any electrical work in the truss.	Installation and dismantle of self-climbing and/or mechanized truss systems.     Installation and dismantle of any programmable dimmable lighting fixtures that are attached to any ground-supported truss.     Meeting room ground supported truss for the purpose of audio, visual, theatrical lighting.
Booth Cleaning and Porter Service	Clean and wipe down products and display merchandise and other parts of the exhibit.  Exhibitor Appointed Contractors (EAC's) are not permitted to vacuum or utilize floor cleaning equipment on the show floo.	All booth vacuuming and porter service.
Booth Installation and Dismantle	As an Exhibitor you may choose to utilize your own personnel to set up and dismantle your exhibit.     If full-time company personnel are utilized to set an exhibit, they should carry positive company identification, such as a medical identific tion card or payroll stub.     You may hire Freeman to act as your Exhibitor Appointed Contractor (EAC) to perform this work.     You may hire an Exhibitor Appointed Contractor (EAC) to perform this work.     All EAC's must have the appropriate credentials submitted to Show Management and the facility.	When it comes to installation and dismantling of exhibits, no one does it better than Freeman. With more than 75 years of experience, our group of specialists are ready to assist you with all of your exhibit requests from beginning to end. Whether you choose to supervise or you need the assistance of a full-time Freeman employee, we can meet all your needs, from shipping and storage to emergency onsite repairs to basic installation and dismantling to support service coordination including electrical, furnishings and more. Freeman has the resources and the capabilities to help you have the most successful show experience possible.  To secure Freeman labor, please utilize the labor forms enclosed. Skilled Freeman Labor is available to act as your EAC.
Cameras, Audio and Video Systems	Install and operate their own manufactured or product systems when less than 20 amps or not suspended from the ceiling. Plug in small sound devices. Install exhibitor's own manufactured cameras by exhibitor's full time employees. Exhibitors may elect to staff certain positions: Technical Director Lighting Designer Video Engineer or Audio Engineer Slow Motion Machine Operator Advance Projectionist Audio Board Operator Video Board Operator Live Camera Operator Lighting Board Operator	Freeman will be responsible for the following staffing when an integrated system draws more than 20 amps or is suspended from the ceiling:  • Crane Operator  • Audio Technician  • TV Sound Boom Operator  • Character Generator  • Advanced Audio Visual Technician  • Tape Operator  • Audio Visual Technician  • Video Wall Technician  • Video Utility Person  • Assistant TV Audio Tech  • Projectionist  • High Rigger  • Ground Rigger  • Lighting Tech
Telephone	May plug and unplug their phones, modems, faxes or credit card readers.	Cox must distribute all concealed and under-carpet wiring.

# **APPROVED HALOGEN BULBS - 75 WATTS MAX**



# **DISAPPROVED HALOGEN BULBS**



# LAS VEGAS FIRE REGULATIONS

Please find below general guidelines for fire safety. Please refer to the Clark County's Fire Prevention website for Requirements and Permit Guidelines, Application Forms, Permit Fees, etc.

Clark County Fire Prevention Department:

http://www.clarkcountynv.gov/building/fire-prevention/Pages/SpecialEvents.asp

Clark County Temporary Operational Fire Permit:

http://www.clarkcountynv.gov/building/Forms/TemporaryOperationalFirePermit.pdf

The following items are required to have a permit from the Clark County Fire Department:

Display Vehicles

Fire Systems for Covered Booths

(if they contain vehicles, open flame, hot works, or if they are over 1,000 sq. ft. that will be in place for more than seven show days)

Tents and/or Canopies

**Temporary Membrane Structures** 

Candles and Open Flames

Flame Effects

**Temporary Outdoor Structures** 

Compressed Gases, Cryogenic Fluids, Hot Works (welding operations)

For information specific to the Las Vegas Convention Center, please contact the LVCVA Convention Services Department at (702) 892-2915.

For information specific to the Mandalay Bay Convention Center, please contact their Exhibitor Services Department at (855) 408-1349.

For information specific to the Sands Expo Center, please contact Sands Customer Service at (702) 733-5070

PLEASE NOTE: Failure to notify show management and/or apply for permit no later than three weeks prior to the move-in of an event could result in higher permit fees or non-admission of the item/service to the exhibit floor

- In accordance with the Nevada Clean Indoor Air Act, smoking is prohibited in exhibit areas.
- All materials used in construction and decoration of an exhibit must be flame retardant. Fabrics must be certified as flame
  retardant or a sample must be available for testing. Materials which cannot be treated to meet the requirements may not be used.
  NFPA 701 is the accepted standard.
- 3. All exits and exit aisles must be kept clear and unobstructed. No furniture, signs, easels, chairs or displays may protrude into aisles unless shown on the Fire Marshal approved floor plan
- 4. Designated "No Freight" aisles must be maintained clear of crates and exhibit materials during move-in and move-out. These aisles are required for emergency access throughout the hall and to expedite freight and empty crate moving.
- All empty cartons or crates must be labeled and removed for storage or they will be removed as trash. Crates are not to be used as exhibit supports.
- 6. All fire hose racks, fire extinguishers, strobe lights and emergency exits must be visible and accessible (3' clearance for hoses and extinguishers) at all times. This includes fire protection equipment located within exhibits. Exits and exit signs must not be covered by drapes nor obscured from view by exhibit components.
- 7. Exhibitors who intend to display a vehicle within the confines of their exhibit booth must obtain a vehicle display permit from the Clark County Fire Marshal. Vehicles on display must have fuel filler caps locked or sealed to prevent escape of vapors and to avoid tampering. Vehicles shall not be fueled or defueled within the building. Fuel in the tank shall not exceed 1/4 of the tank capacity or 5 gallons, whichever is less. Batteries must be disconnected. Auxiliary batteries not connected to engine starting system may be left connected. No leaks underneath vehicles. At least 36" clear access or aisles must be maintainted around the vehicle. Vehicles must be a minimum of 20 feet from exit of door or exit pathway. External chargers are recommended for demonstration purposes.

**Exception:** Permits are not required at the Las Vegas Convention Center; however, vehicles that use compressed gas are prohibited. At least one battery cable shall be removed from the batteries used to start the vehicle engine. Batteries used to power auxiliary equipment shall be permitted with prior approval from the LVCVA Safety Office.

- 8. Combustible materials must not be stored beneath display vehicles. Space beneath vehicles must be clear and visible except for permitted electrical supplies.
- 9. Vehicles in building for unloading must not be left with engine idling. Exhaust gases present extreme hazards to workers on catwalks. If engine cannot be shut down, vehicle must be removed from the building as quickly as possible.
- 10. No storage of any kind is allowed behind booths or near electrical service. Materials for hand-outs must be limited to one day supply and stored neatly within the booth. Violators will be notified and if not removed by show opening, Official Service Contractor will remove and store at EXHIBITOR'S EXPENSE.

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# LAS VEGAS FIRE REGULATIONS (continued)

- 11. All 110 volt extension cords shall be three-wire (grounded), #14 or larger AWG, copper wire. All connections must be supported and secure. Two wire, "Zip Cords" are not permitted other than factory installed appliance connectors; these may not exceed six (6) feet in length and must be UL approved.
- 12. Cube tap adapters are prohibited (Uniform Fire Code 85.107). Multi-plug connectors must be UL approved with built-in overload protection. Connectors must not be used to exceed their listed ampere rating.
- **13.** Electrical work under carpets or flooring must be installed by the official electrical service provider. All cords must be flat, three conductor, #14 AWG or larger.
- 14. All temporary wiring must be accessible and free from debris and storage materials. Hard backed booths must have power supplies dropped within the booth.
- 15. Flammable or combustible liquids are prohibited inside of buildings except as approved by the Office of Fire Protection and Safety. Flammable thinners, solvents and paints, including aerosol cans are strictly prohibited within the building.
- **16.** Compressed gas cylinders, including LPG, are prohibited unless approved by the Office of Fire Protection and Safety. Flammable gases, i.e.: butane, propane, natural gas, et al; are subject to prior approval. Non-flammable compressed gas cylinders must be secured in an upright position with gauges and regulator protected against physical damage.

**Exception:** Please contact the Las Vegas Convention Center for their specific guidelines.

17. Certain halogen lamps have been banned at the Las Vegas Convention Center, Mandalay Bay Convention Center, Sands Expo Center, and Cashman Center.

Halogen lamps at the Las Vegas Convention Center, Sands Expo Center and Cashman Center are limited to 75 watts and must be of the sealed variety, which prevents direct handling of the bulb.

Halogen lighting policy at Mandalay Bay Convention Center covers restrictions on stem mounted halogen lighting provided by display contractors and exhibitors for the temporary lighting of exhibit booths. The use of any stem mounted halogen or other fixtures employing a non-shielded halogen bulb is not allowed. In addition, conventional track lighting systems that use any of the approved types of halogen bulbs and that are securely mounted to stable exhibit structures will continue to be allowed. Approved halogen bulbs include: MR 11/16 Covered - Low Wattage, MR 16 Covered - Line Voltage and PAR 14, 16, 20, 30 and 48.

18. Single-level covered exhibits require automatic fire sprinklers underneath covered areas greater than 1,000 square feet that will be in place for 7 or more show days (not including move-in and move-out days). Sprinklers are also required when there will be vehicles, open flame, or hot works underneath any covered areas. The permit that is required is only for the installation of fire sprinklers, not for structural review of exhibits.

**Exception:** Where the booth is used in an event with duration less than 7 calendar days and does not contain vehicles, open flame or hot works, automatic fire sprinklers are not required, provided the aggregate area of unsprinklered booths within the room does not exceed 30% of the room size.

Exception: Please contact the Las Vegas Convention Center, Sands Expo Center or Cashman Center for their specific guidelines.

19. Multi-level covered exhibits require automatic fire sprinklers underneath all covered areas on each level when the walking surface of the upper level(s) is over 1,000 square feet that will be in place for 7 or more show days (not including move-in and move-out days). Upper level areas of multi-level exhibit booths exceeding 300 square feet shall not have less than two remote means of egress. Sprinklers are also required when there will be vehicles, open flame, or hot works underneath any covered areas. The permit that is required is only for the installation of fire sprinklers, not for structural review of exhibits. Any exhibit with an upper deck area to be occupied must be evaluated and stamped by a licensed engineer. Stampled plans should be present within the exhibit for potential verification by the Fire Marshal upon request

**Exception:** Where the booth is used in an event with duration less than 7 calendar days and does not contain vehicles, open flame or hot works, automatic fire sprinklers are not required, provided the aggregate area of unsprinklered booths within the room does not exceed 30% of the room size.

**Exception:** Please contact the Las Vegas Convention Center, Sands Expo Center or Cashman Center for their specific guidelines.

 Tents in excess of 400 square feet, canopies in excess of 700 square feet, and temporary membrane structures must be approved by the Clark County Fire Marshal.

**Exception:** Please contact the Las Vegas Convention Center for their Tents/Canopies guidelines.

21. Demonstration cooking and food warming in exhibition spaces shall comply with the Clark County Fire Code and facility regulations.

**Exception:** Please contact the Las Vegas Convention Center for their specific guidelines

22. The use of candles and other open flame decorative devices must be approved by the Clark County Fire Marshal.

Exception: Please contact the Las Vegas Convention Center for their specific guidelines



6555 West Sunset Rd Las Vegas, NV 89118 (702) 579-1700 Fax: (469) 621-5604

# DISCOUNT PRICE DEADLINE DATE OCTOBER 23, 2017

INCLUDE THIS FORM
WITH YOUR ORDER
PLEASE USE BLACK INK

NAME OF SHOW	: Fall Mariju	iana Busines	s Conference	e & Expo / N	ovember 15-	-17, 2017	
COMPANY NAME	:				BOOTH#:		
ADDRESS:					BOOTH SIZE :	Х	
CITY/STATE/ZIP:							
PHONE:			EXT.:	FAX #:			
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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				ABA#:1110	00012 ACCT	# 1252039192 F	Freeman
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MATERIAL	RIGGING	RIGGING	EXHIBIT	HANGING			GRAND
HANDLING	INSTALLATION		TRANSPORTATION				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: <a href="https://www.freeman.com">www.freeman.com</a>.
- Orders received after the deadline or without payment will be charged 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 Exhibitor Sales.

# 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 estimate of charges and the actual charges incurred for material handling, labor time & materials, utility services or equipment usage, 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 BOOTHAT 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 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 CON-TRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICITON 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 BELONGINGTOYOUREMPLOYEROROTHERSARISINGFROMYOURACTIVITIESWHILEBEING PERMITTED TO ENTER THE PREMISES. YOU AGREE TO ENTER AT YOUR OWN RISK. YOU HAVE FULK KNOWLEDGE OF ANY RISK INVOLVED IN THIS ACTIVITY. YOU RECOGNIZETHEHAZARDSANDAREAWAREOFALLTHERULESFORSAFEOPERATION. 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 Contact 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 GUARANTEED ELIVERY BY ANY SPECIFIC TIME OR DATE.

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

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

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

(b) Storage charges, based on Freeman's applicable rates, shall start no sooner than the next business day following the attempted notification. Storage may be, at Freeman's option, in any location that provides reasonable protection against loss or damage. Freeman may place the shipment in public storage that the little start is the start of the shipment in public storage.

age 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 notificatio , 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

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

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

6. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES: FREEMAN'S LIABILITY FOR DAMAGES ON DOMESTIC SHIPMENTS, INCLUDING BUT NOT LIMITED TO THOSE DAMAGES ARISING FROM OR RELATED TO MISDELIVERY; INCOMPLETE OR OTHERWISE INADEQUATE DELIVERY (INCLUDING BUT NOT LIMITED TO FAILURE TO FOLLOW SHIPPER OR CONSIGNEE INSTRUCTIONS OR FAILURE TO COLLECT OR PROPERLY DELIVER A PAYMENT INSTRUMENT), NONDELIVERY, MISSED PICKUP, AND LOSS OF OR DAMAGE TO CARGO, SHALL BE LIMITED TO THE HIGHER OF \$50.00 (USD) PER SHIPMENT OR \$.50 (USD) PER POUND (\$1.10 (USD) PER KILOGRAM) OF CARGO ADVERSELY AFFECTED THEREBY, PLUS TRANSPORTATION CHARGES APPLICABLE TO THAT PART OF THE SHIPMENT ADVERSELY AFFECTED THEREBY, UNLESS AT TIME OF SHIPMENT THE SHIPPER MAKES A DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE SERVICE REQUEST AND SHIPPING INSTRUCTIONS FORM AND PAYS THE APPROPRIATE VALUATION CHARGE. IN NO EVENT SHALL FREEMANS 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 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 HAGUE PROTOCOL OF 1955, 17 SPECIAL DRAWING RIGHTS PER KILOGRAM FOR CARRIAGE SUBJECT TO THE WARSAW CONVENTION AS AMENDED BY THE HONTREAL 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 SHIPPING INSTRUCTION CONTRACT SHALL BE DEEMED AN AIR WAYBILL WITHIN THE MEANING OF THE WARSAW CONVENTION.

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

 (a) artworks and objects of art, including without limitation original paintings, drawings, etchings, water colors, tapestries and sculpture;

(b) clocks, watches, jewelry (including costume jewelry), furs and fur-trimmed clothing;

(c) personal effects;

(d) and other inherently fragile or unique items, including prototypes, etc.

Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by Freeman for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. Shipper understands that even if Shipper is not able to participate or fully participate in a show due to loss of, theft of, or damage to its property, Freeman shall never be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, loss of use damages, loss of profits damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, damages for failure of performance, breach of contract damages, fraud damages, or any other sort of damage for tort or breach of contract. This limitation shall bind the parties:

(a) whenever or wherever the claimed loss or damage may occur;

(b) even though the alleged loss or damage is claimed to result from negligence, strict liability, products liability, breach of contract, breach of statute or regulation, or any other legal theory or cause, and;

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

# 7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

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

(b) Shipper understands and acknowledges that Freeman does not accept or transport illegal, dangerous or hazardous materials of any kind or nature. Shipper warrants and ensures that its property is included hazardous Substances, Hazardous Materials, Chemicals, Gases, Explosives, Radioactive Materials, Biologically hazardous agents, or any other substance, matter or object in any form that could pose a threat to the health or safety of persons, property or the public welfare in general. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

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

8. CLAIMS: Shipper, Consignee, or any other party claiming an interest in the shipment must notify Freeman immediately upon delivery, or in the case of loss or damage which could not have been noted at the time of delivery, within five (5) business days of delivery, of any loss or damage to the shipment. Notice of concealed damage must be confirmed in writing or via e-mail at exhibit.transportation@freeman.com within 5 business days of receipt of the property. 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 within sixty (60) calendar days after the invoice date. No action fo

For shipping containers designed for repeated use (tradeshow cases, totes, crates), Freeman shall have no liability for superficial damage to said containers in the form of souffs, scratches, dents or dings. Freeman will only accept liability for "catastrophic" damage to these shipping containers (crushing, puncture, or complete destruction). Freeman's maximum liability in cases of "catastrophic" damage or total loss will be limited to a depreciated value of the container based on the time elapsed from the original purchase and the purchase price established on the provided original invoice. This maximum liability will be subject to all other applicable limits of liability such as repair costs.

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 Contact 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'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 improperty 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.
- 6. 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 entiliated or otherwise specially equipped trailer. This carriage may be subject to additional charges. Shipper is responsible for bringing 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 EXCEDING 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, waterconst, tapestries and sculptures or prototypes; (b) Clocks, jewelly, including ostume jewelly, fixe, 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, unliabeled and improperty packaged television monitors, the maximum liability is the lesses 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 identifie by the terms (by way of example only and not in limitation of the breadth of this dause) 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 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 FREEMAM 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 specifie 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 business 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 or via e-mail at exhibit transportation@freeman.com within 5 business days of receipt of the property. 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.

For shipping containers designed for repeated use (tradeshow cases, totes, crates), Freeman shall have no liability for superficial damage to said containers in the form of scuffs, scratches, dents or dings. Freeman will only accept liability for 'catastrophic' damage to these shipping containers (crushing, puncture, or complete destruction). Freeman's maximum liability in cases of 'catastrophic' damage or total loss will be limited to a depreciated value of the container based on the time elapsed from the original purchase and the purchase price established on the provided original invoice. This maximum liability will be subject to all other applicable limits of liability such as repair costs.

- 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 fina charges determined by the actual or re-weighed 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.



6555 West Sunset Road
Las Vegas, NV 89118
(702) 579-1700 • Fax: (469) 621-5604
FreemanLasVegasES@freeman.com

INCLUDE THE FREEMAN METHOD OF PAYMENT FORM WITH YOUR ORDER

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COMPANY NAME: BOOTH #:

CONTACT NAME: PHONE #:

E-MAIL ADDRESS:

For Assistance, please call 702-579-1700 to speak with one of our experts.

# HOSTED FREIGHT PACKAGE

The Fall Marijuana Business Conference & Expo will be sponsoring a Hosted Freight Package for all advance shipments to the warehouse and direct shipments to show site. The Hosted Freight Package has been designed to eliminate any service charges to participating exhibitors such as overtime, special handling, etc. The Hosted Freight Package will ONLY apply if shipments are received to the advance warehouse before the November 7th deadline, or during the direct shipments dates listed below.

WAREHOUSE SHIPMENTS: October 16 - November 7, 2016

**DIRECT SHIPMENTS:** November 13, 2017 from 1:00 p.m. to 5:00 p.m. (with early move-in approval)

November 14, 2017 from 8:00 a.m. to 6:00 p.m.

WAREHOUSE HOURS: 8:00 a.m. to 3:30 p.m. Monday through Friday, Holidays excluded.

Description Price Per Piece

# **RATE CLASSIFICATIONS:**

Warehouse Shipment received from October 16 - November 7, 2017 ....... No Charge

Direct Shipment received during published move-in dates and times...... No Charge

Late Shipment (per pound, 100 pound minimum)......\$0.25 per lb

Any single item over 3,000 lbs. will be subject to additional equipment and labor charges. These charges are the responsibility of the exhibitor.

Please contact our Exhibitor Services Department with any questions at (702) 579-1700 or FreemanLasVegasES@freemanco.com with any questions.

6555 West Sunset Road
Las Vegas, NV 89118
(702) 579-1700 • Fax: (469) 621-5604
FreemanLasVegasES@freeman.com

# ORDER FORM DEADLINE DATE OCTOBER 23, 2017

INCLUDE THE FREEMAN METHOD OF PAYMENT FORM WITH YOUR ORDER

NAME OF SHOW: Fall Marijuana Business Conference & Expo / November 15-17, 2017

COMPANY NAME: BOOTH #:

CONTACT NAME: PHONE #:

E-MAIL ADDRESS:

For Assistance, please call 702-579-1700 to speak with one of our experts.

# **CART SERVICE**

**FREEMAN** will provide Cart Service for your event. **CART SERVICE** is a feature for Privately Owned Vehicles (POVs) that meet the requirements below.

# **DEFINITION OF PRIVATELY OWNED VEHICLE:**

Privately Owned Vehicles are defi ed as cars, pick-up trucks, vans and other trucks primarily designed for passenger use, not cargo or freight. Vehicles that do not qualify for this service, or that have material that requires mechanical assistance to unload, will be directed to the Freeman Marshalling Yard.

Workers equipped with a flat cart will assist Exhibitors with unloading. Each cart will handle a load approximately 3' wide x 4' long x 3' high. For safety reasons, it will be the judgment of the Freight supervisor if the load can go higher than 3 feet. Cart Service includes storage of cardboard/product boxes at no additional charge. Empty stickers for your cartons and cases will be provided for this service.

### RATES:

This service is provided at no charge if received during dates and times listed below.

### **DIRECTIONS:**

- To receive this service, proceed directly to the Las Vegas Convention Center and check in at the designated POV Check-In area (see map). There will be signage posted to direct you.
- Two people must be with the vehicle one to accompany the product to the booth and one to remove the vehicle from the area.
- The determination of Cart Service versus Material Handling will be made at the discretion of Freeman management. Any disputes will be handled at the time of unloading.

# **AVAILABILITY:**

Please proceed to the POV Check-In area (see map) for staging, checking in, processing paperwork and determining if vehicles are qualifie for Cart Service. **Please note:** We anticipate that during peak periods, wait time can exceed 2-3 hours. Cart Service will be available on the following dates and times:

Move-In

Monday November 13, 2017 1:00 p.m. - 5:00 p.m. Tuesday November 14, 2017 8:00 a.m. - 6:00 p.m.

**MoveOut** 

Friday November 17, 2017 4:00 p.m. - 11:59 p.m. \*

Please visit the Freeman Service Desk to complete and/or submit an Outbound Material Handling Agreement.

# **VEHICLES THAT QUALIFY:**









**VEHICLES THAT DO NOT QUALIFY:** 







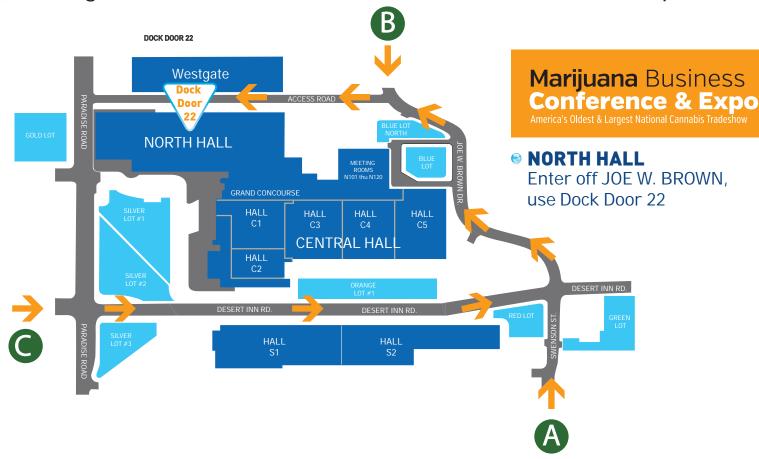


Trailer

Rentals

Bobtail Stakebed

# Las Vegas Convention Center POV / Cartload Location Map



- Driving from I-15 heading North
  Exit on Flamingo heading East
  Turn left on Swenson St. (Swenson becomes Joe W. brown after Desert Inn Rd.)
  Turn left on 6th drive way after Desert Inn onto North Rd
  Proceed to stop sign
- B Driving from I-15 heading South
  Exit on Flamingo heading East
  Turn right on Joe W. Brown.
  Turn right on North Road (immediately following the Westgate parking garage)
  Proceed to stop sign
- Driving from West Las Vegas.
  Take Desert Inn heading East
  Turn left on Joe W. Brown
  Turn left on 6th drive after Desert Inn onto North Rd

FREEMAN CART SERVICE IS A FEATURE FOR PRIVATELY OWNED VEHICLES (POV) WHICH MEET THE REQUIREMENTS FOUND ON THE FREEMAN CART SERVICE FORM IN THE EXHIBITOR SERVICES MANUAL.

# ADVANCE WAREHOUSE 6675 West Sunset Road Las Vegas, NV 89118

# **Hours of Operation:**

Warehouse hours are Monday through Friday from 8:00 a.m. to 3:30 p.m., Holidays excluded.

# **Directions:**

From I-15 Northbound or Southbound

Exit 1-215 West

Exit Jones Boulevard (stay in center lanes) Cross over Jones Blvd staying to the right Continue on Raphael Rivera Way

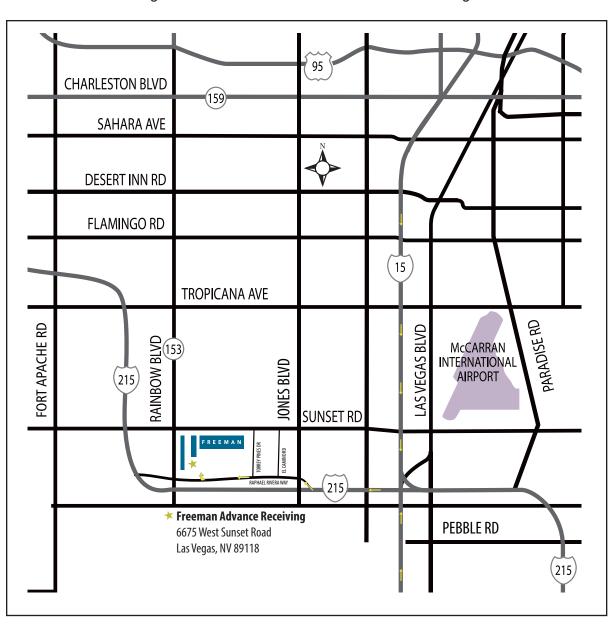
Freeman will be on right

From US-93 / I-515 Northbound

Exit I-215 West

Exit Jones Boulevard (stay in center lanes) Cross over Jones Blvd staying to the right Continue on Raphael Rivera Way

Freeman will be on right



FOR AUTOMATED MARSHALLING YARD DIRECTIONS, PLEASE CALL 702-263-4183

# IMPORTANT INFORMATION PLEASE GIVE THIS INFORMATION TO YOUR CARRIER

# MARSHALLING YARD 6555 West Serene Avenue Las Vegas, NV 89139

This location does not accept deliveries.

This location is only for the staging of trucks delivering to show site facilities.

# Please note:

- All delivering carriers must check in at the Marshalling Yard prior to delivering to the facility.
- Please be advised that certified weight tickets are required when checking into the Marshalling Yard. For your convenience, Freeman has available a full-size certified scale at the Marshalling Yard. If your driver has valid certified weight tickets, Freeman will accept these tickets and your driver will not have to scale at the Freeman Marshalling Yard.
- All carriers will be assigned an unloading number according to driver check-in time.

# **Directions:**

From I-15 Northbound
Exit NV160 W/Blue Diamond Rd
Left onto Blue Diamond Rd
West on Blue Diamond Rd
(approximately 4 miles)
Left on S Torrey Pines Dr
From stop sign at Serene, go straight
Marshalling Yard is directly ahead

From I-15 Southbound
Exit NV160 W/Blue Diamond Rd
West on Blue Diamond Rd
(approximately 4 miles)
Left on S Torrey Pines Dr
From stop sign at Serene, go straight
Marshalling Yard is directly ahead

From US-93 / I-515 Northbound

Exit I-215 West

Exit I-15 South

Merge on NV160 W/Blue Diamond

West on Blue Diamond Rd

t (approximately 4 miles)

Left on S Torrey Pines Dr

From stop sign at Serene, go straight



OUTBOUND MATERIAL HANDLING
AND SHIPPING LABELS

6555 West Sunset Rd Las Vegas, NV 89118 (702) 579-1700 Fax: (469) 621-5604 FreemanLasVegasES@freeman.com

NAME OF SHOW: Fall Marijuana Business Conference & Expo / November 15-17, 2017 BOOTH SIZE: BOOTH #: Χ COMPANY NAME: CONTACT NAME : PHONE #: F-MAIL ADDRESS: For Assistance, please call (702) 579-1700 to speak with one of our experts. For fast, easy ordering, go to <u>www.freeman.com</u> EVERY OUTBOUND SHIPMENT WILL REQUIRE A MATERIAL HANDLING AGREEMENT AND SHIPPING LABELS. WE WOULD BE HAPPY TO PREPARE THESE FOR YOU AND DELIVER THEM TO YOUR BOOTH PRIOR TO SHOW CLOSE. TO TAKE ADVANTAGE OF THIS SERVICE, PLEASE COMPLETE AND RETURN THIS FORM. SHIPPING INFORMATION **SHIP TO:** COMPANY NAME: DELIVERY ADDRESS: STATE/ ZIP/ CITY: \_\_\_\_\_\_ PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_ \_\_\_\_\_ ATTN: \_\_\_\_\_ PHONE#: \_\_\_\_ SPECIAL INSTRUCTIONS: BILL TO: 

Same as Ship to: COMPANY NAME: DELIVERY ADDRESS: 7IP/ STATE/ POSTAL CODE: — PROVINCE: -**METHOD OF SHIPMENT** Select a Carrier: ☐ Other Carrier ☐ Freeman Exhibit Transportation No need to schedule your outbound shipment. Carrier Name: Charges will appear on your Freeman invoice. Carrier Phone: Freeman will make arrangements for all Freeman Exhibit Transportation shipments. Arrangements for pick-up by other carriers is the responsibility of the exhibitor. Select a Level of Service: ☐ 1 Day: Delivery next business day ☐ Standard Ground ☐ 2 Day: Delivery by 5:00 P.M. second business day ☐ Specialized: Pad wrapped, uncrated, or truckload ☐ Deferred: Delivery within 3-5 business days Select Shipment Options (if applicable) ☐ Have loading dock ☐ Lift gate required ☐ Inside delivery ☐ Air ride required ☐ Residential ☐ Pad wrap required □ Do not stack **Select Desired Number of Labels:** Once your shipment is packed and ready to be picked up, please return the Material Handling Agreement to the Exhibitor Services Center. Shipments without a Material Handling Agreement turned in will be returned to our warehouse at exhibitor's expense.

01/17 (449103)

# FREEMAN FREEMAN

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DO NOT DELAY	DO NOT DELAY
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THE ABOVE LABELS ARE PROVIDED FOR YOUR CONVENIENCE. PLACE ONE ON EACH PIECE SHIPPED TO ENSURE PROPER DELIVERY. IF MORE LABELS ARE NEEDED, COPIES ARE ACCEPTABLE.

# FREEMAN

NOT DELAY

CANNOT DELIVER BEFORE NOVEMBER 13, 2017

TO: **EXHIBITOR NAME** 

C/O: FREEMAN

LAS VEGAS CONVENTION CENTER

3150 PARADISE RD

**LAS VEGAS, NV 89109** 

# **SHOW SITE**

Fall Marijuana Business Conference &

EVENT: Expo

NOT DELAY

CANNOT DELIVER BEFORE NOVEMBER 13, 2017

TO:

**EXHIBITOR NAME** 

CO: FREEMAN

LAS VEGAS CONVENTION CENTER

3150 PARADISE RD

**LAS VEGAS, NV 89109** 

# **SHOW SITE**

Fall Marijuana Business Conference &

EVENT: Expo

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

# FREEMAN RUSH DONOT DELAY

**RECEIVING DATE BEGINS: OCTOBER 16, 2017** 

**DEADLINE DATE IS: NOVEMBER 7, 2017** 

TO: EXHIBITOR NAME

C/O FREEMAN
6675 W SUNSET RD
LAS VEGAS, NV 89118

# WAREHOUSE HANGING SIGN

EVENT: _	Fall Marijuana Business Conference & Expo
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# F R E E M A N R U S H DO NOT DELAY

**RECEIVING DATE BEGINS: OCTOBER 16, 2017** 

**DEADLINE DATE IS: NOVEMBER 7, 2017** 

TO: EXHIBITOR NAME

C/O FREEMAN 6675 W SUNSET RD LAS VEGAS, NV 89118

# WAREHOUSE HANGING SIGN

EVENT:	Fall Marijuana Business Conference & Expo
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