# FREEMAN

6555 West Sunset Road
Las Vegas, NV 89118
702-579-1802 • Fax: 702-579-0458
**ATTN: FREIGHT DEPARTMENT**

**PLEASE NOTE:** This service is for freight received prior to the published date that advanced warehouse receiving will begin or if the freight will be held for another event after the close of your current show.

INCLUDE THE FREEMAN METHOD OF PAYMENT FORM WITH YOUR ORDER

FREEMAN storage agreement

## OWNER OF MATERIALS

COMPANY NAME:
ADDRESS:
CITY: STATE: ZIP:
CONTACT NAME: PHONE #:
E-MAIL ADDRESS: FAX #:

## HOLD FOR

SHOW: FACILITY:
COMPANY NAME: BOOTH #:
ADDRESS:
CITY: STATE: ZIP:
COMMENTS:

## INVOICE TO

COMPANY NAME:
ADDRESS:
CITY: STATE: ZIP:
CONTACT NAME: PHONE #:
E-MAIL ADDRESS: FAX #:

## DESCRIPTION OF MATERIALS TO BE STORED

| NUMBER OF PIECES | DESCRIPTION OF MATERIALS TO BE STORED | WEIGHT | CUBIC FOOTAGE |
|---|---|---|---|
| | CRATES (WOODEN) | | |
| | CARTONS (CARDBOARD) | | |
| | TRUNKS, CASES (FIBER) COLOR: _____ | | |
| | SKIDS / PALLETS | | |
| | CARPETS / PADS | | |
| _____ | **TOTALS** | _____ | _____ |

## RATES AND CHARGES

| DESCRIPTION OF CHARGE | RATE (FORMULA) | MINIMUM CHARGE | TOTAL |
|---|---|---|---|
| Short Term Storage (90 days or less) | $7.05 per cwt ( _____cwt @ 7.05 per cwt) | $ 70.50 per month | $ |
| Long Term Storage - Stackable (over 90 days) | $0.28 per cu ft ( _____cu ft @ 0.28 per cu ft) | $ 70.00 per month | $ |
| Long Term Storage - Non-Stackable (over 90 days) | $0.32 per cu ft ( _____cu ft @ 0.32 per cu ft) | $ 80.00 per month | $ |
| Handling Rate (in or out) | $5.85 per cwt ( _____cwt @ 5.85 per cwt) | $ 58.50 each way | $ |
| Returned Shipments | $15.20 per cwt ( _____cwt @ 15.20 per cwt) | $152.00 | $ |
| Transportation Charges (2 hour minimum) | $173.85 per hr ST ( _____hrs @ 173.85 per hr ST) | $347.70 | $ |
| **TOTAL** | | | **$** |

**PLEASE COMPLETE THE ACCEPTANCE OF TERMS ON THE REVERSE SIDE.**

NAME OF SHOW: **SEMA Show 2015 / November 3-6, 2015**

COMPANY NAME: BOOTH #:

CONTACT NAME: PHONE #:

E-MAIL ADDRESS:

**PAYMENT TERMS:** All accounts must have a valid credit card on file. Storage will be billed on a monthly basis and charges will be placed in full on such credit card at the time of invoicing. Prior arrangements must be made in writing to have invoices billed with a (30) day net and if such payment is not received within (30) days from the invoice date, the full payment will be applied to the credit card on file. Rates are subject to change with (30) days notice to Client. All charges due Freeman for all services must be paid in full prior to the release of materials from storage. 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%. 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 Client's account remains in default for (60) days after the date of the invoice, goods may be subject to sale as outlined in this Agreement. In the event of any dispute between the Client and Freeman relative to any loss, damage, or claim, Client 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 claim against Freeman shall be considered a separate transaction, and shall be resolved on its own merits.

**TERMS AND CONDITIONS:** All goods scheduled in this Agreement are received and accepted by Freeman on Client's express representation that it is lawfully authorized to store the goods. FREEMAN WILL NOT ACCEPT FOR STORAGE, NOR BE LIABLE FOR, ANY OF THE FOLLOWING: DOCUMENTS, CURRENCY, MONEY, JEWELRY, WATCHES, PRECIOUS STONES, ART WORK, ANTIQUES, FURS, OR OTHER ARTICLES OF EXTRAORDINARY VALUE; NOR WILL WE ACCEPT ANY PERISHABLE ITEMS, LIQUID, ILLEGAL SUBSTANCES, OR ANY HAZARDOUS MATERIALS OR WASTE AS DEFINED BY 49 CFR 173. Client agrees to defend and indemnify Freeman from and against any and all claims, demands, judgments, and costs (including reasonable attorneys' fees) arising out of or relating to the ownership or title to goods stored, or arising from the storage of any of the above prohibited items in violation of this Agreement. Freeman is expressly given an additional lien on the goods stored by Client for all such costs, expenses, and attorney fees. Freeman shall have a lien on any and all property deposited with it at any time. All goods deposited on which storage or other charges including handling charges are not paid when due may be sold at public or private sale to pay such accrued charges, together with expenses of the sale, after notice to Client or other interested persons of the manner, time, and place of the sale and the amount of the accrued charges as may be required by law. Freeman shall only be liable for any loss or injury to the goods caused by its failure to exercise such care as a reasonable, careful owner of similar goods would exercise, subject to the limitation on damages. Freeman does not represent or warrant that its buildings or the contents of such buildings cannot be destroyed by fire. Freeman shall not be required to maintain a sprinkler or alarm system, security guard or other preventative / security devices, and its failure to do so shall not constitute negligence. FREEMAN IS NOT RESPONSIBLE TO CLIENT, ITS PRINCIPAL OR INSURER FOR, AND CLIENT RELEASES FREEMAN FROM, ANY LOSS OR DAMAGE TO GOODS CAUSED BY FIRE, INSECTS, RODENTS, RUST, NORMAL WEAR AND TEAR, LEAKAGE, MOISTURE, CHANGES IN TEMPERATURE, STRIKES, ACT OF GOD, DETERIORATION BY TIME, OR MARRING AND/OR SCRATCHING (INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGE CAUSED BY FREEMAN'S NEGLIGENCE); FOR ANY LOSS OR DAMAGE TO FRAGILE ARTICLES (INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGE CAUSED BY FREEMAN'S NEGLIGENCE; FOR ANY LOSS OR DAMAGE TO THE CONTENTS OF ANY CONTAINER (INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGE CAUSED BY FREEMAN'S NEGLIGENCE) UNLESS ITS CONTENTS ARE MADE KNOWN TO FREEMAN AND SPECIFICALLY ITEMIZED IN A RIDER ATTACHED TO THIS AGREEMENT; OR FOR ANY LOSS OR DAMAGE FROM CAUSES BEYOND FREEMAN'S CONTROL. FREEMAN SHALL NOT BE RESPONSIBLE FOR THE MECHANICAL FUNCTIONS OF INSTRUMENTS, APPLIANCES OR MACHINERY. FREEMAN'S FAILURE TO DELIVER GOODS TO ANY PERSON ENTITLED TO THEM SHALL NOT CONSTITUTE CONVERSION OF GOODS OR SUBJECT FREEMAN TO ANY LIABILITY WHATSOEVER WHEN THE NON-DELIVERY RESULTS FROM CAUSES ARISING FROM STRIKES, LOCKOUTS, WORK STOPPAGES OR RESTRAINTS OF LABOR. It is the responsibility of the client to obtain the appropriate insurance coverage. Goods are not insured by Freeman nor do storage rates include insurance. All terms of this Agreement, including without limitation, monthly rental, conditions of occupancy and charges are subject to change upon thirty (30) days prior written notice. If changed, the Client may terminate this agreement on the effective date of the change by giving Freeman ten (10) days prior written notice to terminate. If the client does not give such notice, the change shall become effective and apply to the Client's occupancy. Either party reserves the right to terminate the storage of the goods at any time by giving to the other party thirty (30) days written notice of its intention to do so. Unless Client removes such goods within that period, Freeman shall have the right to deliver such goods to Client at the address on file at Client's expense. It shall be the duty of the Client to furnish to Freeman notification, in writing, to Client's address provided herein of any change of address or phone number. This Agreement and any action arising between the parties shall be construed under and in accordance with the laws of Nevada.

**ACCEPTANCE:** I have read, understood and agree to be bound by the Terms and Conditions on both sides of this document, and further, that I have the authority to sign this on behalf of the owner of the goods/materials being stored.

**SIGNATURE OF DEPOSITOR**: _____

**SIGNATURE OF FREEMAN REPRESENTATIVE:** _____

FREEMAN storage agreement