FREEMAN
6555 West Sunset Road
Las Vegas, NV 89118
Ph: 702-579-1700 • Fax: 469-621-5604

DISCOUNT PRICE DEADLINE DATE OCTOBER 14, 2016

INCLUDE THE FREEMAN METHOD OF PAYMENT FORM WITH YOUR ORDER

NAME OF SHOW: **SEMA Show 2016 / November 1-4, 2016**

COMPANY NAME: BOOTH#:

ADDRESS: BOOTH SIZE X

CITY/STATE/ZIP: CUSTOMER #

PHONE #: EXT.: FAX #:

SIGNATURE: PRINT NAME:

CONTACT'S E-MAIL

E-MAIL FOR INVOICE ☐ CHECK IF YOU ARE A NEW FREEMAN CUSTOMER

Invoices will be sent by e-mail, please provide e-mail address of the person who reconciles your invoices if different than above.

METHOD OF PAYMENT

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

☐ COMPANY CHECK

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

Please reference (422667) on your remittance.

☐ CREDIT/DEBIT CARD

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

☐ BANK TRANSFER

Bank Transfer to Bank of America, N.A.; Dallas, TX

Wire Transfer

ABA#: 026009593 ACCT #1252039192 Freeman

International Wire Transfer

Swift Code: BOFAUS3N ACCT #1252039192 Freeman

ACH Direct Deposit

ABA# 111000012 ACCT #1252039192 Freeman

Please reference Name of Show & Booth Number so we can properly credit your account.

Note: Customers are responsible for any bank processing fees.

☐ **AMERICAN EXPRESS** ☐ **MASTERCARD** ☐ **VISA** **FREEMAN NOW ACCEPTS DEBIT CARDS**

Account No.: Exp. Date:

Cardholder Name (Print): Signature:

Cardholder Billing Address:

City/State/Zip:

ENTER TOTALS HERE

FURNISHINGS & ACCESSORIES	CARPET	CLEANING/ SHAMPOOING	PORTER SERVICE	RENTAL EXHIBITS & ACCESSORIES	INSTALLATION LABOR	DISMANTLE LABOR	MATERIAL HANDLING

RIGGING INSTALLATION	RIGGING DISMANTLE	HANGING SIGNS	SIGNS	UTILITIES	EXHIBIT TRANSPORTATION		GRAND TOTAL

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

TELL US WHAT YOU THINK

Freeman is committed to providing great customer service. To help us serve you more effectively in the future, please visit the URL address below upon the completion of your show to provide feedback. Your input will provide the insight needed to ensure that our customer service is in line with your expectations.

http://feedback.freemanco.com/?422667

(422667)

FREEMAN method of payment

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 FREEMAN.

DEFINITIONS
For purposes of this Contract, Freeman means Freeman Expositions, Inc. and its 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, or representatives.

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 Exhibitor's, Freeman requires 100% prepayment of advance orders, and any order or services placed at show site must be paid at the show. For all others, should there be any pre-approved unpaid balance after the close of the show; terms will be net, due and payable in DALLAS, TEXAS upon receipt of invoice. Effective 30 days after invoice date, any unpaid balance will bear a FINANCE CHARGE at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and future orders will be on a prepaid basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, and any excess finance charge received by Freeman shall be either applied to reduce the principal unpaid balance or refunded to the payer. If past due invoices or invoice balances are placed with a collection agency or attorney for collection or suit, Exhibitor agrees to pay all legal and collection costs. THESE PAYMENT TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of any dispute between the Exhibitor and Freeman relative to any loss, damage, or claim, such Exhibitor shall not be entitled to and shall not withhold payment, or any partial payment, due to Freeman for its services, as an offset against the amount of any alleged loss or damage. Any claims against Freeman shall be considered a separate transaction, and shall be resolved on its own merits. Freeman reserves the right to charge Exhibitor for the difference between the Exhibitor's estimate of charges and the actual charges incurred by Exhibitor, or for any charges that Freeman may be obligated to pay on behalf of Exhibitor, including without limitation, any shipping charges. If Exhibitor provides a credit card for payment and charges are rejected by the Exhibitor's credit card company for any reason, Freeman hereby provides notice that it reserves the right, and Exhibitor authorizes Freeman, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the Exhibitor's account.

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) arising out of or occasioned by the acts or omissions of Exhibitor. The Exhibitor's indemnification of Freeman includes any and all violations of Federal, State, County or Local ordinances, Show or Event 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

FREEMAN TERMS & CONDITIONS

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.

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 EXHBITOR'S BOOTH AT SHOW SITE OR BEFORE THEY HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT**. Freeman recommends the securing of security services from Facility or Show Management. All MHA's submitted to Freeman by Exhibitor will be checked at the time of pickup from the booth and corrections will be made where discrepancies exist between the quantities of items on any form submitted to Freeman and the actual count of such items in the booth at the time of pickup. Freeman is not responsible for any wait time or other charges including business center charges arising from delivery or pickup of Exhibitor's materials.

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

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

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

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

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

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

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

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

10. **JURISDICTION / VENUE.** THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT 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 BELONGING TO YOUR EMPLOYER OR OTHERS ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISES. YOU AGREE TO ENTER AT YOUR OWN RISK. YOU HAVE FULL KNOWLEDGE OF ANY RISK INVOLVED IN THIS ACTIVITY. YOU RECOGNIZE THE HAZARDS AND ARE AWARE OF ALL THE RULES FOR SAFE OPERATION. YOUR EMPLOYER, THE TRUCKOWNER, AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS FREEMAN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, ASSIGNS, AFFILIATED COMPANIES AND RELATED ENTITIES, AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, AND DAMAGES OF ANY KIND WHATSOEVER ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISE.