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, LLC, Freeman Expositions, Ltd., Freeman Audio Visual, LLC, Exhibit Surveys, LLC, Freeman Exhibit, Freeman Transportation, Stage Rigging, The Freeman Company, LLC, Freeman Electrical, LLC, Freeman Digital Ventures, LLC, and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited to, any subcontractor 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 at show site. All payments must be in U.S. secure 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 charges as indicated on each order form. Payment for Audio Visual services and equipment is due in advance of move-in, unless otherwise agreed in writing with Freeman. 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 (excluding Audio Visual equipment and computers) include delivery, installation, and removal from EXHIBITOR’S booth. Rental prices on Audio Visual equipment and computers do not include la-bor, delivery, electrical services or removal of the equipment from the booth. In case of cancellation of any orders or services by EXHIBITOR, a one-hour “per-person or 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. Audio Visual orders cancelled within 7 days from the show opening date will be charged a one-day rental rate on equipment. On-site cancellation of Audio Visual services will result in a one-day rental charge of equipment and any applicable labor. If the Show or Event is canceled because of rea-sons 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 relieving these charges to its customers. For International EXHIBITORS, FREEMAN reserves 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, FREEMAN 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 the credit card transaction is declined, EXHIBITOR hereby authorizes Freeman to process the outstanding balance in multiple smaller increments that total the amount of the outstanding payment obligation. In the event that a THIRD PARTY (AGENT) 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

If FREEMAN provides electrical services, 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. Please note that electrical services are NOT automatically included in Audio Visual rentals and must be ordered separately from the designated electrical provider.

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. If any labor secured through Freeman is conducting overhead work, the Exhibitor is responsible for ensuring that everyone in the area of overhead work is wearing a hard hat. If the Exhibitor does not have its own hard hats, Freeman can assist with obtaining them. 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.

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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 as agreeing to all 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 Exhibitions, LLC, 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 unpacked materials, pad wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or rolls, or improperly packed or Show 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 shall not be responsible for crates and packaging not meeting the requirements above. 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. At Acceptance, Exhibitor will have 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 WHILE SAME ARE IN EMPTY CONTAINER STORAGE.

4. INBOUND/OUTBOUND SHIPMENTS. There may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of Exhibitor, or a lapse of time between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier and during such times. Exhibitor materials will be left unattended. FREEMAN IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR’S MATERIALS AFTER THEY HAVE BEEN DELIVERED TO EXHIBITOR’S BOOTH AT SHOW SITE OR BEFORE THEY HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. Freeman recommends that Exhibitor make it a habit of visiting the booth at least twice daily to inspect that packages are not resting hazardous materials. Changes in the safety regulations and handling of Exhibitor’s materials are subject to ever changing conditions and supervision of any labor secure 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.

5. DELIVERY TO THE CARRIER FOR RELOADING. Freeman assumes no responsibility for tolls, 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. Exhibitor assumes responsibility for charges relating to such reloading and handling. IN NO EVENT SHALL FREEMAN BE RESPONSIBLE FOR ANY LOSS RESULTING FROM SUCH REROUTING DESIGNATION.

6. 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) 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 retain payment for said services from Facility as an offset against the amount of any alleged loss or damage. All 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 recovery is limited to $5.00 (USD) per pound per article with a maximum liability of $100.00 (USD) per item, or $1,500.00 (USD) per shipment whichever is less. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

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 above. Exhibit materials will be delivered in accordance with Exhibit’s 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 UPHELD 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. FREEMAN’S EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS.

11. INDEMNIFICATION. Exhibitor agrees to indemnify and forever hold harmless Freeman from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys’ fees and investigation costs) arising out or contributed to by Exhibitor’s 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 by Freeman of all Exhibitor’s obligations under any contract between Freeman and Exhibitor, and to secure the prompt and full payment by Freeman for all labor and services performed, materials and/or labor from time to time provided by Freeman to or for the benefit of Exhibitor (the “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 is required is given 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 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 YOU, YOUR EMPLOYEES, OTHERS AND DAMAGE TO YOUR PROPERTY AND PROPERTY BELONGING TO YOUR EMPLOYER OR OTHERS ARISING FROM YOUR ACTIVITIES WHEN 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 DANGERS OF THE EQUIPMENT AND THE ACTIVITIES HEREIN INVOLVED.

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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 Expositions, LLC, and its respective employees, officers, directors, agents, affiliates, and related entities including any contractors appointed by Freeman. The term “Shipper” means the person or business for whom the property is transported, including any 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” means the person or business to whom the property is tendered in the United States, or to the consignee’s designated agent.

2. FINAL CONTRACT BETWEEN THE PARTIES: In exchange for Shipper’s payments and Freeman’s services, which the parties have stipulated in this two-page contract (including the Air Cargo Service Request and Shipping Instructions), Freeman and Shipper each agree that this Contract shall govern their respective rights and duties. The Shipper shall not be responsible for any loss or damage to the property unless loss or damage is caused by the fault or willful neglect of Freeman. If the property comes into the physical possession of Freeman, and the responsibility of Freeman under same shall and when the property has been placed in the possession of the Consignor or the Consignor’s designee, Freight is not responsible. If a claim is made for damage to property, it shall be governed by the laws of the jurisdiction to be void or unforeseeable, 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 if their are not under the direct supervision or control of Freeman. Freeman shall not be responsible for events or causes of loss, damage to beyond its reasonable control, including (by way of illustration only, and not as a limitation on the breadth of this clause), strike, lockout, work stoppage or slowdown, power failure, breakdown of plant or machinery, factory failure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or State or Federal law, or any other cause beyond its reasonable control of Freeman. EXCEPT FOR ELIGIBLE GUARANTEED SERVICE SHIPMENTS, FREEMAN DOES NOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE.

4. PACKAGING AND CRATES: Shipper’s property shall be properly packaged for safe and secure handling, storage and transportation. Each article of property shall be properly described and addressed, including correct ZIP code of the Shipper and Consignee. When a container is used, the Shipper shall provide all necessary information on each package or container, and any packing slips required by the carrier or other responsible party based on information provided by the Shipper. Freeman shall not be responsible for the accuracy of the data contained in the following: the description of the items contained in the shipment, the proper coding of the shipment, the weight of the shipment, and the condition of the shipment. Freeman reserves the right to correct any of the above inaccuracies or issues.

5. REFUSED SHIPMENTS: If the Consignee refuses a shipment tendered for delivery or if Freeman is unable to deliver or refusing a full or mistake of the Consignor or Consignee, Freight’s liability shall then become that of a warehouse.

6. 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, or loss or damage to the shipment. Notice of concealed damage must be confirmed in writing or via email 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 Consignor’s agent without written notice on the delivery receipt and/or delivery manifest constitutes an acceptance of the condition of the shipment, and waives the inspection right to inspect the shipment. Claims for damage incurred after the date of acceptance of the shipment by the claimant are subject to the provisions of the Hassler Agreement.

7. LIABILITY LIMITATIONS AND EXCLUSIONS: FREEMAN’S RESPONSIBILITIES UNDER THIS AGREEMENT ARE LIMITED TO THE ACTUAL DAMAGES SUSTAINED BY THE CLAIMANT, UP TO THE lesser of (a) the actual cost of the property totaling the cost of the damaged or lost property, or (b) the contract rate charged by Freeman for the transportation of the property, including any taxes, customs duties, or similar charges paid by Freeman. In no event shall Freeman be liable for incidental, special, or consequential damages, including lost profits, and Freeman shall not be liable for indirect, punitive, or exemplary damages, even if Freeman has been advised of the possibility of such damages or if Freeman could reasonably anticipate such damages.

8. CHARGES: 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, or loss or damage to the shipment. Notice of concealed damage must be confirmed in writing or via email 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 Consignor’s agent without written notice on the delivery receipt and/or delivery manifest constitutes an acceptance of the condition of the shipment, and waives the inspection right to inspect the shipment. Claims for damage incurred after the date of acceptance of the shipment by the claimant are subject to the provisions of the Hassler Agreement.

9. CHOICE OF FORUM: THIS CONTRACT SHALL BE CONSTRUCTED UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF ILLINOIS AND ANY ACTION OR SUIT AGAINST FREEMAN 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, OR TO FREEMAN’S PERFORMANCE OR NON-PERFORMANCE OF ANY DUTIES UNDER THIS AGREEMENT, SHALL BE ARBITRATED IN THE CITY OF DALLAS, TEXAS, AND THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION SHALL APPLY. THE ARBITRATION SHALL BE ARBITRATED IN THE CITY OF DALLAS, TEXAS; AND THAT SHIPPER WILL HAVE NO CONTROL OVER THE PROPERTY UNTIL IT IS DELIVERED TO THE PURSUANT TO THE TERMS OF THIS AGREEMENT. Shipper understands that once its property is shipped by Freeman pursuant to the instructions contained in this contract, Shipper shall have no control over the property, and that Shipper will have no control over the property until it is delivered pursuant to the instructions in this contract. Shipper understands that Freeman the property of the nature and type of 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.

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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 in writing 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 modified, except in writing, and then only by an authorized representative of Freeman.

1. DEFINITIONS. In this Contract, “Freeman” means Freeman Expositions, LLC, and its respective employees, officers, 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, in the case of a consigned shipment, the party designated in writing by the consignor, consignee, and carriers 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 the property is consigned. All terms herein shall be subject to interpretation by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract shall continue in full force and effect.

2. FINAL CONTRACT BETWEEN THE PARTIES. In exchange for Shipper’s payments and Freeman’s services, which the parties have specified in this Contract, Freeman and Shipper each agree that this Contract shall govern their respective rights and obligations regarding transportation of Shipper’s property. This Contract supersedes all prior negotiations, representations, agreements, and understandings.”

3. FREEMAN’S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED. Freeman shall not be responsible for any loss of or damage to, or delay in delivery of, any property due to, or caused by any reason, except such as specifically agreed to in writing by Freeman, nor shall Freeman 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, failure of carriers, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, act of any Governmental Authority, strikes, lockouts, relocation, or delinquency of any carriers, members, or assignees.

4. PACKAGING AND CRATES. Shipper’s property must be well packaged for safe and secure handling, and storage using appropriate packaging materials. Freeman makes neither representation nor any warranty regarding the acceptability of the packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damage to loose or unlabeled materials, padwrapped or otherwise, unless Freeman has agreed, in writing, to provide packaging, crate, or custom packaging for such property. It is the responsibility of the consignor or the designee authorized by the consignor to ensure that property is adequately packaged to be transported by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch.

5. PERISHABLE GOODS. Goods of a perishable nature are carried in dry trailers without environmental or climatic control, at your own risk. Freeman is not responsible for damages caused by or resulting from physical possession of Freeman for “Freeman and Shipping Instructions” that the goods be carried in a refrigerated, heated, specially ventilated or otherwise specially equipped trailer. This damage may be caused by adverse weather conditions. Shipper is responsible for carrying goods of this nature in accordance with 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. 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 has a duty to promptly attempt to provide notice, by telephone, 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.

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, you must accept all terms and conditions of this Contract. In no event shall Freeman’s maximum liability be the amount of proven actual value not exceeding the lower of fair market value.

9. SHIPPER’S RESPONSIBILITIES AND INDEMNIFICATION:

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 presented within five (5) 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 date when written notice is given by Freeman to the claimant that Freeman has disallowed the claim or any part of the claim specified in the written notice.

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 ACTIONS UNDER THIS CONTRACT SHALL BE IN THE COURTS OF THE STATE OF TEXAS IN DALLAS COUNTY, TEXAS. ANY CONTROVERSY, WHETHER IN CONTRACT OR INFRINGEMENT 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 RELATED 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 JURY TRIAL IS EXPRESSLY WAIVED.

12. MISCELLANEOUS. (a) Shipper warrants the accuracy of the weight and dimension data furnished in this Contract; (b) Freeman reserves the right to reject any portion or portions of any load, shipment, or package unless the information furnished in this Contract is found to be incorrect, (c) Shipper has no right to control the shipment, stop the shipment in transit, or divert or reschedule same. (d) Consigned shipments are subject to the standards of the U.S. Customs Service; (e) Shipment may be driven by land, air, sea, rail, or water, for the purpose of confirming the right of Freeman to control the handling of the property and all matters related to payment for the shipment. Shipper agrees that all shipments are subject to correction and final settlement of charges; (f) Freeman reserves the right to refuse transportation of any shipment which is blocked or ported for export or such other reason, including but not limited to the export of 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.

13. SMALL PACKAGE PROGRAM. If items shipped via Freeman’s Small Packages program are lost, damaged, or destroyed, you must accept all terms and conditions of this Contract. Freeman’s maximum liability shall be the amount of proven actual value not exceeding the lower of fair market value.

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