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:

• 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” means Freeman Expositions, LLC 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, 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. 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. 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 include delivery, installation, and removal from EXHIBITOR’S booth. In case of cancellation of any orders or services by EXHIBITOR where specifically identified as a sale, all payments made 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 FREEMAN 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.
1. DEFINITIONS. For purposes of this Contract, Freeman means Freeman Expositions, 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 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. After labels are transferred to the container, the label will be considered to represent the container. 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 forwarding to the carrier and during such times, Exhibitor materials will be left unattended. FREEMAN IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR’S MATERIALS AFTER THEY HAVE BEEN DELIVERED TO EXHIBITOR’S BOOTH AT SHOW SITE OR BEFORE THEY HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. Freeman recommends the securing of security services from Facility or Show Management. All MHA’s submitted to Freeman by Exhibitor will be checked at the time of pickup of the booth and corrections will be made where discrepancies exist between the quantities of items as shown 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, or for the transportation thereof, after the conclusion of the show. Freeman loads the materials onto the carrier under directions of the carrier or driver of that carrier. Any loading onto the carrier will be understood to be under the direction of the Exhibitor’s representative 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, Freeman reserves the right to reroute the materials to the company address Freeman has on file. 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, 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 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.
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 Expositions, LLC, and its respective employees, officers, directors, agents, assignees, affiliated companies, and related entities including any contractors appointed by Freeman. The term “Shipper” means the person or business for whom the goods or property are to be shipped and includes any assignees, agents, assignees, 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.

2. FINAL CONTRACT BETWEEN THE PARTIES:
   In exchange for Shipper’s payments and Freeman’s services, which the parties have specified in this two-page Contract (including the Air Cargo Service Request and Shipping Instructions), Freeman and Shipper each agree that this Contract shall govern their respective liability under all shipments on the date of this Contract.

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 example only and not as a limitation of the breadth of this clause) strike, lockout, work stoppage or slowdown, power failure, breakdown of plant or machinery, forceful failure, vandalism, theft, Act of God, effect of natural elements, riots, civil commotion or disturbance, terrorism, or any other cause beyond its reasonable control. Freeman shall not be liable 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 shipping container (not including but not limited to, the content of the shipping container).

4. PACKAGING AND CRATES:
   Shipper’s property must be well packaged for safe and secure handling, storage, and shipment. Shipper must indicate on the face of the shipping instructions and address, including correct ZIP code of the Shipper and Consignee. When a container is reused separately by Shipper, Shipper must remove all labels, tags, markings, etc., and Shipper must ensure that the container retains any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Shipper and Shipper’s agents agree to pack and mark as directed by the National Motor Freight Tariff Classification, published by the National Motor Freight Traffic Association. Federal and U.S. and Canadian shipments must be packed to travel without spoilage for 72 hours from time of pick-up. All International shipments must be packed to travel without spoilage for 24 hours beyond an agreed deadline. Freeman reserves the right to periodically examine property, and any other cause or causes beyond the reasonable control of Freeman. EXCEPT FOR ELIGIBLE GUARANTEED SERVICE SHIPMENTS, Freeman DOES NOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE.

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

6. STORAGE AND DELIVERY:
   If the property is not picked up or delivered to Shipper or his or her authorized agent within the time period specified above and the property is not in a condition for storage, Freeman shall not be responsible for the performance of individuals of firms who are not under the direct control of Freeman. Freeman’s maximum liability in cases of “catastrophic” damage or total loss will be limited to a depreciated value of the shipping container (not including but not limited to, the content of the shipping container).

7. SHIPPER’S RESPONSIBILITIES AND INDEMNIFICATION:
   Freeman shall not be responsible for the performance of individuals of firms who are not under the direct control of Freeman. EXCEPT FOR ELIGIBLE GUARANTEED SERVICE SHIPMENTS, Freeman DOES NOT GUARANTEE DELIVERY BY ANY SPECIFIC TIME OR DATE.

8. STORAGE AND OTHER CHARGES:
   Storage and other lawful charges will be charged against any property held by Freeman. Shipper will be responsible for all lawful charges. Shipper must remove all old labels, tags, markings, etc., and Shipper must ensure that 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 notice on the delivery receipt will constitute, except as otherwise mutually agreed, receipt of the property.

9. CHOICE OF FORUM:
   THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF TEXAS AND ANY PROCEEDING ARISING FROM THE EXECUTION AND PERFORMANCE OF THIS CONTRACT 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 will accept this shipment, notwithstanding any error in this data. For the purposes of the interpretation of 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. The property shall be subject to the laws and regulations of the countries and states in which 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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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 being transported, and includes their assigns, employees, officers, directors, agencies, and contractors appointed by the Shipper, excluding only Freeman. "Property" is all objects of any type received from the Shipper for transport as described herein. "Consignee" is the party to whom the property is to be delivered. 

2. FINAL CONTRACT BETWEEN THE PARTIES. In exchange for Shipper's payments and Freeman's services, which the parties have specified in this Contract, Freeman and Shipper each agree that this Contract shall govern their respective rights and obligations with regard to transportation of Shipper's property.

3. FREEMAN'S RESPONSIBILITIES UNDER THE CONTRACT. 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 (but not limited to) acts of war or terrorism, natural disasters, or acts of third parties.

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 of the packaging, and it is the responsibility of Shipper to make sure that the property is shipped properly.

5. PERISHABLE GOODS. Goods of a perishable nature are carried in dry trailers without environmental or atmospheric control. Such goods may be stored only where temperature controlled conditions are available. Shipper must inform Freeman in writing as to the need for a refrigerated, heated, or specially equipped trailer for the transportation of perishable goods. 

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 Shipper, Freeman's liability shall then become that of a warehouseman.

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, damaged, or otherwise destroyed, Freeman's liability for the shipment shall be limited to the amount of any declared value or the proven actual value, whichever is less. The value per pound for applying declared valuation charges shall be determined by dividing Shipper's declared value by the actual weight of the shipment. In all cases, any declared value in excess of the maximum allowed herein is null and void.

9. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION: Shipper agrees to provide all necessary instructions, information, and documents at the time the property is loaded. The parties agree to provide all necessary instructions at the time the property is loaded, and such instructions shall be in writing and delivered to Freeman before the property is shipped.

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). Claims may be made by Shipper to Freeman only and will be limited to the maximum recoverable amount for loss or damage.

11. CHOICE OF FORUM / ARBITRATION. This Contract shall be construed under the laws of the State of Texas. Any dispute between Shipper and Freeman relative to any claim or other matter shall have no bearing on this duty of Freeman to ship the property. 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. Shipper understands that once its property is shipped by Freeman pursuant to the instructions contained in this Contract, Shipper has no control over the property. Freeman shall have the right to inspect the property at any time, and any property that is determined to be in excess of the maximum allowed herein is null and void.

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 THE AMOUNT OF PROVEN ACTUAL VALUE NOT EXCEEDING THE LOWER OF FAIR MARKET VALUE. The fair market value is equal to the price payable to the property at the location of the show to which price a willing buyer and a willing seller would agree in an ordinary arm's-length deal.

14. NONDISCRIMINATION. SHIPPER AGREES 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, IF ANY, SHIPPER WILL NOT BE PERMITTED TO SUBMIT A CLAIM FOR LOSS OR DAMAGE RELATING TO THIS PROPERTY, WHETHER OR NOT THE PROPERTY IS IN FACT SHIPPED WITH FREEMAN. FREEMAN'S MAXIMUM LIABILITY SHALL BE $100 per package 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.