1. DEFINITIONS. For purposes of this Contract, Freeman means Freeman Decorating Services Ltd., Inc., its related entities, its affiliates and related companies, and the selected Carrier. The term “Exhibitor” means the Exhibitor, its employees, agents, representatives, any Freeman Affiliated Contractor, Freeman’s assigned brokers, insurers, and any persons receiving services from Freeman.

2. PACKAGING/Crates AND STORAGE. Freeman shall not be responsible for damage, theft, or disappearance of Exhibitor’s materials after same have been delivered to Freeman's warehouse or to the ship to site(s). Freeman assumes no responsibility for: error in the above procedures; removal of containers with old empty labels and without Freeman’s written instruction; or improper information on empty labels. Freeman shall have the authority to change the Exhibitor’s materials, to remove or obliterate all previous and existing labels and the actual pickup of materials from the booths for loading onto a carrier and during such times, Exhibitor’s materials will be left unattended. FREEMAN IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR’S MATERIALS OR THE TRANSPORTATION THEREOF. ALL MATERIALS BELONG TO EXHIBITOR. 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 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.

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's written instruction; 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 Exhibitor’s materials and the actual pickup of materials from the booths for loading onto a carrier and during such times, Exhibitor’s materials will be left unattended. FREEMAN IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR’S MATERIALSawi, or the TRANSPORTATION THEREOF. FREEMAN HAS NO CONTROL OF THE SELECTION OR PERFORMANCE OF THE CARRIER OR THE MANNER IN WHICH THE MATERIALS ARE TO BE TRANSPORTED. FREEMAN WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.

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 ARE DELIVERED TO FREEMAN, DELIVERED TO THE DESIGNATED CARRIERS, OR TRANSPORTED TO THE CUSTOMER’S SITE. FREEMAN WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.

6. DESIGNATED CARRIERS. Freeman shall have the authority to change the Exhibitor designated carrier if the Exhibitor does not pick up the shipment(s) at the designated time. Where no disposition is made by Exhibitor, materials may be taken to a warehouse to be disposed of in an acceptable manner. Freeman assumes no responsibility for loss, damage, theft or disappearance of Exhibitor’s materials or the transportation thereof. FREEMAN ASSUMES NO RESPONSIBILITY FOR LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR’S MATERIALS THAT ARE DELIVERED TO FREEMAN, DELIVERED TO THE DESIGNATED CARRIERS, OR TRANSPORTED TO THE CUSTOMER’S SITE. FREEMAN WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.

7. FORCE MAJEURE. Freeman’s performance hereunder is subject to, and Freeman shall not be responsible for loss, delay, or damage due to, strike, lockouts, work stoppages, natural elements, pandemics, 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 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 conclusion of the show or exhibition. If Freeman receives and acknowledges claim(s) for loss or damage, Freeman reserves the right to 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.

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 shall have the authority to change the Exhibitor designated carrier if the Exhibitor does not pick up the shipment(s) at the designated time. Where no disposition is made by Exhibitor, materials may be taken to a warehouse to be disposed of in an acceptable manner. Freeman assumes no responsibility for loss, damage, theft or disappearance of Exhibitor’s materials or the transportation thereof. FREEMAN ASSUMES NO RESPONSIBILITY FOR LOSS, DAMAGE, THEFT OR DISAPPEARANCE OF EXHIBITOR’S MATERIALS THAT ARE DELIVERED TO FREEMAN, DELIVERED TO THE DESIGNATED CARRIERS, OR TRANSPORTED TO THE CUSTOMER’S SITE. FREEMAN WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.

10. JURISDICTION / VENUE. This Contract shall be construed under the laws of the State of Texas, and any dispute arising out of or relating to this Contract shall be resolved in the county court with competent jurisdiction in Dallas County, Texas.

11. INDEMNIFICATION. Exhibitor agrees to indemnify and forever hold harmless Freeman and its employees, directors, officers, and agents from and against any and all claims, suits, actions, losses, 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 Freeman’s employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractor(s) (the “Collateral”), to secure the prompt and full payment for services performed, materials and/or labor from time to time performed by Freeman or for the benefit of Freeman (“Obligations”). Freeman shall have all rights and remedies of a secured party under the 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.

12. LIEN. Exhibitor grants Freeman a security interest in and lien on all of Exhibitor’s goods (including without limitation all equipment) 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 to Freeman by Freeman or for the benefit of Freeman (“Obligations”). Freeman shall have all the rights and remedies of a secured party under the 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. Freeman, as a material part of the consideration to Freeman for providing handling services, waives and releases all claims against Freeman with respect to all matters for which Freeman has claimed 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 DAMAGE 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 ALL RULES AND REGULATIONS APPLICABLE TO ALL TRUCKOWNERS 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, ASSOCIATES, 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 PREMISES.

Freeman REV 4/13