

# F R E E M A N

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Orange, CA 92863 Anaheim, CA 92805  
(714) 254-3400 • Fax (714) 490-0801



**SC2005**  
**NOVEMBER 14-17, 2005**  
**WASHINGTON STATE**  
**CONVENTION & TRADE CENTER**  
**SEATTLE, WASHINGTON**

**FREEMAN QUICK FACTS**

## **BOOTH EQUIPMENT**

Each 10' x 10' booth will be set with 8' high **green, white & blue** back drape, 36" high **green** side dividers, and a 7" x 44" one-line identification sign. **Please note: All items not ordered through the Official Show Vendors may be subject to Material Handling Charges and are the responsibility of the Exhibitor.**

## **BOOTH EQUIPMENT - RESEARCH AREA**

Each 10' x 10' area - with a maximum of (4) booths - will include 1 - 6' draped table OR 1 - 6' draped counter, 3 - side chairs OR 2 - counter stools, and a 7" x 44" one-line identification sign.

## **EXHIBIT HALL CARPET**

The exhibit area **is not carpeted**; however the aisles will be carpeted in GREEN. To enhance the appearance of your booth, rental carpet is available through Freeman. Please refer to the Carpet Brochure and Order Form.

## **EXHIBIT HALL CARPET - RESEARCH AREA**

**Green** carpet without padding will be laid in each booth unless you order and pay for padding and your choice of carpet color. Please refer to the Carpet Brochure and Order Form.

## **DISCOUNT PRICE DEADLINE DATE**

In order to receive advance order discount rates listed on the price sheet, we must receive your order and payment by **Thursday, October 27, 2005**.

# **SHOW SCHEDULE**

## **EXHIBITOR MOVE-IN**

Please refer to the Targeted Floor Plan for your move-in date and time.

Thursday, November 10, 2005	8:00 a.m. - 5:00 p.m.
Friday, November 11, 2005	8:00 a.m. - 5:00 p.m.
Saturday, November 12, 2005	8:00 a.m. - 5:00 p.m.
Sunday, November 13, 2005	8:00 a.m. - 5:00 p.m.
Monday, November 14, 2005	8:00 a.m. - 12:00 p.m.

**Please note: Overtime rates for Display and Rigging Labor will apply all day Friday - Sunday.**

*All exhibits must be fully installed by 12:00 p.m. on Monday, November 14, 2005.*

## **EXHIBIT HOURS**

Monday, November 14, 2005	6:00 p.m. - 7:00 p.m.	<b>(Press Preview Tour)</b>
	7:00 p.m. - 9:00 p.m.	<b>(Exhibition Opening Gala)</b>
Tuesday, November 15, 2005	10:00 a.m. - 6:00 p.m.	
Wednesday, November 16, 2005	10:00 a.m. - 6:00 p.m.	
Thursday, November 17, 2005	10:00 a.m. - 4:00 p.m.	

## **EXHIBITOR MOVE-OUT**

Thursday, November 17, 2005	4:00 p.m. - 11:59 p.m.
Friday, November 18, 2005	8:00 a.m. - 12:00 p.m.

**Please note: Overtime rates for Display and Rigging Labor will apply after 5:00 pm. on Thursday.**

Freeman will begin returning empty containers as soon as the aisle carpeting is removed from the exhibit floor.

**All exhibitor materials must be removed from the exhibit facility by 12:00 p.m. on Friday, November 18, 2005.**

**All carriers must check-in no later than 10:00 a.m. on Friday, November 18, 2005.** If your outside carriers do not check in by the above noted time, Freeman will reroute the shipment via the most convenient manner.

## **SERVICE CENTER HOURS**

We will have staff available at show site at the Exhibitor Services Center as follows:

Thursday, November 10 - Sunday, November 13, 2005	8:00 a.m. - 5:00 p.m.
Monday, November 14, 2005	8:00 a.m. - 6:00 p.m.
Tuesday, November 15 - Wednesday, November 16, 2005	9:00 a.m. - 6:00 p.m.
Thursday, November 17, 2005	9:00 a.m. - 11:59 p.m.
Friday, November 18, 2005	8:00 a.m. - 12:00 p.m.

## SHIPPING INFORMATION

### Warehouse shipping address:

**SUPERCOMPUTING 2005**  
Exhibiting Company Name  
Booth # \_\_\_\_\_  
c/o Freeman  
Roadway  
600 S. 96<sup>th</sup> Street  
Seattle, WA 98108

Warehouse receiving hours are: Monday through Friday 8:00 a.m. - 4:00 p.m.
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Freeman will accept crated, boxed or skidded materials beginning *Friday, October 7, 2005* at the above address. To avoid additional after deadline charges, materials **must arrive by Monday, October 31, 2005**.

### Show site shipping address:

**SUPERCOMPUTING 2005**  
Exhibiting Company Name  
Booth # \_\_\_\_\_  
c/o Freeman  
Washington State Convention & Trade Center  
800 Convention Place  
Seattle, WA 98101

**Deliver only on Thursday, November 10<sup>th</sup> - Monday, November 14<sup>th</sup> beginning at 8:00 a.m.** To avoid additional after deadline charges, materials **must arrive prior to show opening. Trucks checking in after 2:00 p.m., Monday through Friday, for loading/unloading on the same day may be subject to overtime charges.**

**Please note: All inbound show site shipments on Friday, Saturday and Sunday, and all outbound shipments after 5:00 p.m. on Thursday will be assessed overtime charges.**

Our Exhibitor Services Department will gladly prepare your outbound Material Handling Agreement and Labels in advance. Complete the Shipping Outbound Order Form and your paperwork will be available at show site. Be sure your carrier knows the company name and booth number when making arrangements for shipping your exhibit at the close of the show.

## OVERTIME

### *Overtime charges will be in effect:*

- If freight is received at the warehouse and delivered to show site before 8:00 a.m. or after 5:00 p.m. on weekdays, or anytime on Saturday, Sunday or Holidays.
- If freight is received at show site before 8:00 a.m. or after 5:00 p.m. on weekdays, or anytime on Saturday, Sunday or Holidays.
- If freight is moved out before 8:00 a.m. or after 5:00 p.m. on weekdays, or anytime on Saturday, Sunday or Holidays.

## LABOR INFORMATION

Union Labor may be required for your exhibit installation and dismantle. Please carefully read the UNION RULES AND REGULATIONS to determine your needs. Exhibitors supervising labor need to pick up and release their labor at the Service Desk. Refer to the Labor Order Form for Straight Time and Overtime hours.

### **FREEMAN ONLINE®**

Our Internet online ordering service, Freeman OnLine®, is available for your convenience to order all Freeman Services, view show schedule, or print order forms. Once your show is available online you will receive an email which includes a direct link to Freeman OnLine®. To place online orders you will be required to enter your unique Login ID and Password. If this is your first time to use Freeman OnLine®, click on "New User" to create a Login ID and Password, U.S. and Canadian customers will be asked to provide the show number (130582), booth number, and company zip/postal code. International customers will be asked for the show number (130582), booth number and name of country.

To access Freeman OnLine® for this show without using the link, go to:

[www.myfreemanonline.com/ShowMain.jsp?show=130582](http://www.myfreemanonline.com/ShowMain.jsp?show=130582)

and click on "Click here to login" in the top left corner. If you need assistance with Freeman OnLine® please call our Customer Support Center at (1-888-508-5054).

## ASSISTANCE

We want you to have a successful show. If we can be of assistance, please call our **Exhibitor Services Department at 714-254-3400 or email us at: FreemanAnaheimES@freemanco.com.**

***WE APPRECIATE YOUR BUSINESS!***

# F R E E M A N

P. O. Box 14210 • Orange, CA 92863-1610  
 714/254-3400 • Fax: 714/490-0801  
 FreemanAnaheimES@freemanco.com



**DISCOUNT PRICE  
 DEADLINE DATE  
 OCTOBER 27, 2005**

NAME OF SHOW: **SC2005** NOVEMBER 14-17, 2005

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COMPANY NAME: \_\_\_\_\_ BOOTH#: \_\_\_\_\_

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ADDRESS: \_\_\_\_\_ BOOTH SIZE \_\_\_\_\_ X \_\_\_\_\_

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PHONE #: \_\_\_\_\_ EXT.: \_\_\_\_\_ FAX #: \_\_\_\_\_

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SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

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E-MAIL \_\_\_\_\_

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CUSTOMER # \_\_\_\_\_ OR  CHECK BOX IF YOU ARE A NEW FREEMAN CUSTOMER

## METHOD OF PAYMENT

**YOUR SIGNATURE BELOW DENOTES ACCEPTANCE OF ALL TERMS AND 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 28-130582 on your remittance.**
- CREDIT CARD**  
 For your convenience, we will use this authorization to charge your credit 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 75202  
 ABA#: 111000012  
 Freeman  
 FFC/ACCT# 125-203-919-2  
 U.S Dollar Wires from inside the U.S. or Canada should use  
 Swift Code: BOFAUS3N  
 Foreign Exhibitors wiring funds from Overseas should use  
 Swift Code: BOFAUS6S  
**Please reference Name of Show & Booth Number so we properly credit your account.**  
**Note: Customers are responsible for any bank processing fees.**

AMERICAN EXPRESS      DISCOVER      MASTERCARD      VISA      DINERS CLUB

Account No.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Personal Credit Card       Company Credit Card

Cardholder Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Cardholder Billing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

E-mail Address for Invoice Notification: \_\_\_\_\_

## ENTER TOTALS HERE

FURNISHINGS ACCESSORIES	CARPET	CLEANING/ SHAMPOOING	PORTER SERVICE	RENTAL EXHIBITS & ACCESSORIES	TOTAL FLEX	INSTALLATION LABOR	DISMANTLE LABOR
MATERIAL HANDLING	RIGGING INSTALLATION	RIGGING DISMANTLE	SIGNS	HANGING SIGNS	<b>GRAND TOTAL</b>		

- 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.myfreemanonline.com](http://www.myfreemanonline.com).
- Orders received without payment or after the 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://totalshow.custominsight.com/130582>

**FREEMAN METHOD OF PAYMENT**



# MATERIAL HANDLING

## 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 MATERIAL HANDLING SERVICE AGREEMENT IS SIGNED; OR
- EXHIBITOR'S MATERIALS ARE DELIVERED TO TFC'S WAREHOUSE OR TO A SHOW OR EXPOSITION 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" or "The Freeman Companies" ("TFC") means Freeman Decorating Services, Inc. ("FDSI"), Freeman Decorating Ltd. ("FDL"), Freeman Exhibit ("FE"), AWW-TELAV Inc. ("AWW"), Freeman Transportation ("FRTR"), Hoffend Xposition ("HX"), Stage Rigging, Inc. ("SRI"), Kerry Technical Services ("KTS"), TFC, Inc., Freeman Electrical Services, and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited to, any subcontractors TFC may appoint. The term "EXHIBITOR" means the Exhibitor, its employees, agents, representatives, and any Exhibitor Appointed Contractors ("EAC").

**2. PACKAGING AND CRATES.** TFC 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 materials. In addition, TFC 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.

**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. TFC assumes no responsibility for:

- Error in the above procedures
- Removal of containers with old empty labels and without TFC labels
- Improper information on empty labels

TFC WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.

**4. INBOUND SHIPMENT(S).** Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of EXHIBITOR or its representative, and during such time the materials will be left unattended. TFC WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER SAME HAVE BEEN DELIVERED TO EXHIBITOR'S BOOTH AT SHOW SITE. TFC highly recommends the securing of security services from Facility or Show Management.

**5. OUTBOUND SHIPMENT(S).** Consistent with trade show industry practices, there may be a lapse of time between the completion of packing and the actual pick-up of materials from the booths for loading onto a carrier and during such time the materials will be left unattended. TFC WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS BEFORE SAME HAVE BEEN PICKED UP FOR RELOADING AT THE CONCLUSION OF THE EVENT. TFC highly recommends the securing of security services from Facility or Show Management. All Material Handling Agreements submitted to TFC 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 TFC and the actual count of such items in the booth at the time of pickup.

**6. DELIVERY TO THE CARRIER FOR RELOADING.** TFC 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. TFC 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. TFC assumes no responsibility for loss, damage, theft or disappearance of EXHIBITOR'S materials that arises out of improperly loaded materials.

**7. DESIGNATED CARRIERS.** In order to expedite removal of materials from show site as required by Show Management and/or the facility, TFC 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 TFC be responsible for any loss resulting from such rerouting designation.

**8. TFC'S RESPONSIBILITIES.** TFC shall be responsible only for those services which it directly provides. TFC assumes no responsibility for any persons, parties, or other contracting firms not under TFC'S direct supervision and control. TFC'S performance hereunder is subject to, and TFC shall not be responsible for loss, delay, or damage due to, strike, lockouts, work stoppages, natural elements, vandalism, Act of God, civil disturbances, power failures, explosions, acts of terrorism or war, or for any other cause beyond TFC'S reasonable control, nor for ordinary wear and tear in the handling of materials.

**9. INSURANCE.** It is understood that TFC is not an insurer. Insurance on exhibit materials, if any, shall be obtained by EXHIBITOR in amounts and for perils determined by EXHIBITOR. EXHIBITOR agrees to provide TFC with a release of subrogation to the extent of any insurance settlement received.

**10. CLAIM(S) FOR LOSS.** EXHIBITOR agrees that any and all claims for loss or damage must be submitted to TFC immediately at the show site, and in any case not later than thirty (30) business days after the conclusion of the show or exposition. (For purposes of claim reporting, the "conclusion" of the show shall be construed as the time when EXHIBITOR'S materials are delivered to the carrier for transportation from the show site or from TFC'S warehouse). All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against TFC 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 TFC relative to any loss, damage, or claim, EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due TFC for its services as an offset against the amount of any alleged loss or damage. Any claims against TFC shall be considered a separate transaction and shall be resolved on their own merits.

**(b) MAXIMUM RECOVERY.** If found liable for any loss, TFC'S sole and exclusive MAXIMUM liability for loss or damage to EXHIBITOR'S 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 less.

**(c) BREACH OF CONTRACT AND/OR NEGLIGENCE ONLY.** TFC'S liability shall be limited to any loss or damage which results solely from TFC'S NEGLIGENCE in the actual physical handling of the items comprising EXHIBITOR'S shipment(s) OR which results from BREACH OF THIS CONTRACT and not for any other type of loss or damage. In no event shall TFC 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 TFC 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 TFC has been advised or has notice of the possibility of such damages, or for any damages caused by EXHIBITOR'S failure to perform EXHIBITOR'S responsibilities. Such excluded damages include but are not limited to loss of profits, loss of use, interruption of business or other consequential or indirect economic losses.

**11. DECLARED VALUE.** Declarations of Declared Value are between the EXHIBITOR and the selected Carrier ONLY, and are in no way an extension of TFC'S maximum liability stated herein. TFC will use commercially reasonable efforts to transmit the Declared Value instructions to the selected Carrier; however, TFC 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.

**12. JURISDICTION / 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 DISPUTES ARISING OUT OF OR RELATING TO 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 relating to this Contract, or the breach thereof, shall be 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.

**13. INDEMNIFICATION.** EXHIBITOR agrees to indemnify and forever hold harmless TFC and its employees, directors, officers, and agents 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) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any of the following:

- EXHIBITOR'S negligent supervision of any labor secured through TFC, or the negligent supervision of such labor by any of EXHIBITOR'S employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC);
- 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 exposition to which this Contract relates, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of TFC'S equipment;
- EXHIBITOR'S violation of Federal, State, County or Local ordinances;
- EXHIBITOR'S violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management.

**14. WAIVER & RELEASE.** EXHIBITOR, as a material part of the consideration to TFC for material handling services, waives and releases all claims against TFC with respect to all matters for which TFC has disclaimed liability pursuant to the provisions of this Contract.

**15. SEVERABILITY.** If any provision of this Contract proves to be illegal, invalid, or unenforceable, the remainder of this Contract will not be affected by such finding, and in lieu of each provision of this Contract that is proven to be illegal, invalid, or unenforceable, a provision will be added as part of this Contract as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

# FREEMAN

# 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" ("TFC") means Freeman Decorating Services, Inc. ("FDSI"), Freeman Decorating Ltd. ("FDL"), Freeman Exhibit ("FE"), AWW-TELAV Inc. ("AVW"), Freeman Transportation ("FRTR"), Hoffend Xposition ("HX"), Stage Rigging, Inc. ("SRI"), Kerry Technical Services ("KTS"), TFC, Inc., Freeman Electrical Services, and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities including, but not limited, to any subcontractors TFC 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. 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 TFC 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 TFC'S control, EXHIBITOR remains responsible for all charges for services and equipment provided up to and including the date of cancellation. TFC will not issue refunds to EXHIBITOR of any payments made before the date of cancellation. It is EXHIBITOR'S responsibility to advise the TFC 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, TFC 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 EXHIBITORS, TFC 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 pre-paid 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 TFC 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 TFC 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 TFC for its services, as an offset against the amount of any alleged loss or damage. Any claims against TFC shall be considered a separate transaction, and shall be resolved on its own merits. TFC 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 TFC 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, TFC hereby provides notice that it reserves the right, and EXHIBITOR authorizes TFC, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the EXHIBITOR'S account.

## 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 TFC 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 TFC'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 TFC 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 TFC employees, and/or property damage arising out of work performed by labor provided by TFC but supervised by EXHIBITOR. Further, the EXHIBITOR'S indemnification of TFC 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 TFC to work in a manner that violates any of the above rules, regulations, and/or ordinances.

## IMPORTANT

PLEASE REFER TO TFC'S "MATERIAL HANDLING TERMS & CONDITIONS" AS IT RELATES TO MATERIAL HANDLING SERVICES AND TO FREEMAN TRANSPORTATION'S "SERVICE REQUEST & SHIPPING INSTRUCTIONS CONTRACT" AS IT RELATES TO SERVICES PROVIDED BY FREEMAN TRANSPORTATION. CONTRACT TERMS DEPEND ON THE NATURE OF SERVICES SECURED BY EXHIBITOR THROUGH TFC. TERMS & CONDITIONS MAY VARY FOR EACH TYPE OF SERVICE ORDERED THROUGH TFC.