

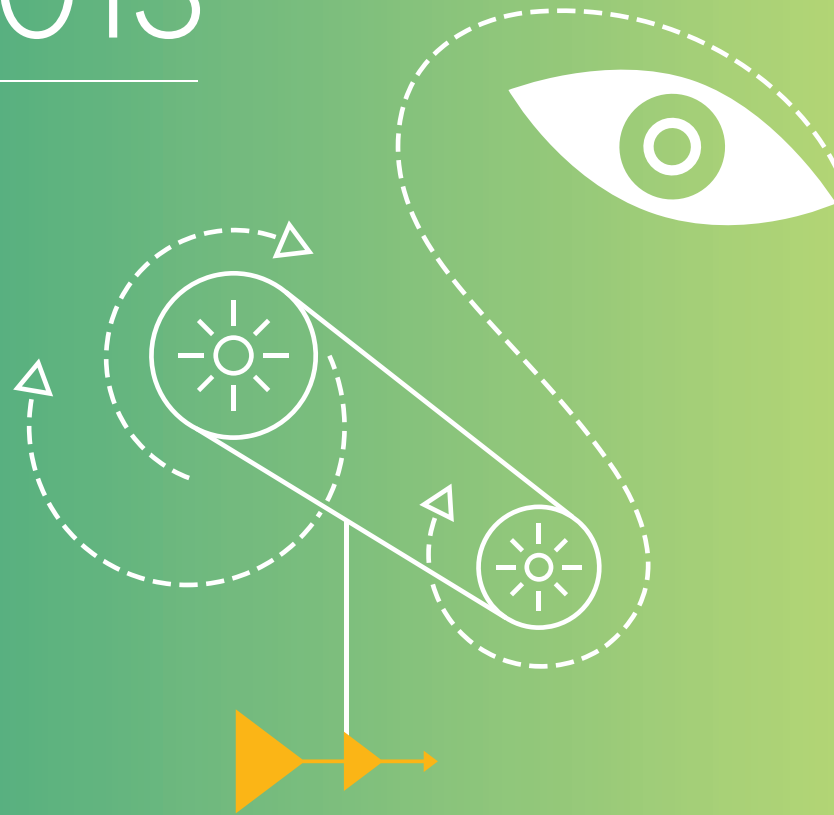


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# UPLINQ™ 2013

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Where mobile links up.



## 2013 Exhibitor Manual

September 3 – 5, 2013

Hilton San Diego Bayfront

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## EXPO SHOW SCHEDULE

<b>Exhibitor Move-In</b>	Tuesday, September 3	08:00 AM - 04:30 PM
	Wednesday, September 4	08:00 AM - 10:00 AM
<b>Expo Hours</b>	Wednesday, September 4	11:30 AM - 07:00 PM
	Welcome Reception	05:30 PM - 07:00 PM
	Thursday, September 5	11:30 AM - 05:00 PM
<b>Exhibitor Move-Out</b>	Thursday, September 5	05:00 PM - 08:00 PM

**NOTE:** All booths must be set up no later than 10:00 AM on Wednesday, September 4. Move-out cannot begin prior to the close of the exhibition at 5:00 PM on Thursday, September 5. All of your exhibit materials must be removed by 8:00 PM on Thursday, September 5.

## QUESTIONS

**Exhibitor/Sponsor Management:**

Tara Jung  
 Nth Degree  
 Phone: 404-297-5017  
 Mobile: 404-217-2259  
 Fax: 404-508-2877  
 Email: [uplinqsponsors@nthdegree.com](mailto:uplinqsponsors@nthdegree.com)

**General Service Contractor:**

Bill Bacon  
 Freeman  
 Phone: 214-445-1282  
 Mobile: 972-655-8629  
 Fax: 469-621-5602  
 Email: [bill.bacon@freemanco.com](mailto:bill.bacon@freemanco.com)

## IMPORTANT DEADLINES

Action Items	Due Date	Completed
Submit high resolution logo, company description and URL	Immediately	
Early Bird Conference Registration Deadline (30% off)	Jun-18	
Marketing Material Submission	Jul-15	
Early Bird Conference Registration Deadline (20% off)	Jul-15	
Submit PDF Proof of fabric back wall artwork for review	Jul-26	
Submit additional high-speed Internet request	Aug-2	
Hotel Reservation Deadline (discount rate of \$199 per night, subject to availability)	Aug-9	
Submit approved fabric back wall artwork for printing	Aug-9	
Submit furnishings selection form	Aug-21	
Submit additional electrical services request	Aug-21	
Last day for advance shipments to warehouse (Shipments received after this date will incur a 30% service charge)	Aug-28	
Direct shipments to show site	Sep-3	

**GENERAL REGISTRATION****Due Date: Immediately**

- Register online at [www.upling.com](http://www.upling.com).
  - Full Conference Pass code(s) provided in Welcome Email
  - To request Exhibitor Badges send an email to [uplingsponsors@nthdegree.com](mailto:uplingsponsors@nthdegree.com)
- Hotel reservations may be booked online as you register for the conference. Reserve your hotel prior to August 9th to get the discounted rate of \$199 per night.

**BOOTH STAFF & ATTIRE**

Please ensure that you schedule sufficient booth staff for the Expo. There must be a staff member in your booth throughout the published expo days and hours.

Booth staff attire is “business casual.” Examples of “business casual” are your company’s logoed shirt, polo-style shirt, dress shirt (with or without a tie), jeans, khakis, slacks, skirts and appropriate footwear. Open-toed shoes and/or shorts are not acceptable on the expo floor due to safety reasons.

**LOGISTICS****MARKETING MATERIAL SUBMISSION****Due Date: July 14**

Please submit copies of your marketing materials (collateral, videos, presentations, premiums and/or websites) for review to [uplingsponsors@nthdegree.com](mailto:uplingsponsors@nthdegree.com).

**BOOTH GRAPHICS****Due Date: July 26**

As part of your booth package, you are provided a fabric backdrop for your booth. Please refer to the included renderings on pages 17 and 18 for visual descriptions and materials specifications for submission of your artwork file. Content must be approved prior to production, so it is imperative that you develop your file as soon as possible.

Note: Pull up banners and large easel signs are not permitted.

**INTERNET CONNECTION/TELEPHONE****Due Date: August 2**

Shared wireless internet service is available in the Expo, and access is included with your sponsorship package. Should you require dedicated or custom internet service, such as a private VLAN, custom wireless, or dedicated bandwidth, please email your request to Jerry Hawn at [jerry@the3dfactory.com](mailto:jerry@the3dfactory.com) or 904-322-7538.

**ELECTRICAL SERVICES****Due Date: August 21**

One (1) 10 amp electrical connection and one (1) power strip are included as part of your sponsor package. If you require additional service, please contact Bill Bacon at [bill.bacon@freemanco.com](mailto:bill.bacon@freemanco.com) or 214-445-1282 with your request.

### SHIPMENTS AND MATERIAL HANDLING

**Advance Shipment Deadline: August 28th**

Your material handling charges are included with your sponsorship. If you are shipping giveaways, literature or other materials\*, please make certain to use the shipping labels provided in the "Shipping Information" section and/or use the proper shipping address on all your inbound shipments.

\*Note: Do not ship any booth properties to this event.

Hand Carried Items: Sponsors and exhibitors may move hand carried material through the front door of the Expo; however, materials requiring the use of hand carts or dollies must have prior arrangements made with Show Management.

#### ADVANCE SHIPMENTS

***Received by August 28th at 3:30 PM***

Exhibiting Company Name  
Exhibitor Booth #  
Uplinq 2013  
c/o Freeman  
6060 Nancy Ridge Drive, Suite C  
San Diego, CA 92121  
Phone: 714-254-3410

#### DIRECT SHIPMENTS

***Accepted on September 3 & 4 Only***

Exhibiting Company Name  
Exhibitor Booth #  
Uplinq 2013  
c/o Freeman  
Hilton San Diego Bayfront  
One Park Blvd  
San Diego, CA 92101  
Phone: 619-564-3333

Shipping labels are provided on page 6 for you.

#### RETURN SHIPMENTS

Return shipments are the responsibility of each sponsor and exhibitor. Freeman will have a designated carrier for you to ship your remaining materials back if you would like to use them, but it is not required. All equipment must be packed, with bills of lading turned in, and carriers called by Thursday, September 5 at 8:00 PM. Neither Qualcomm, Freeman, nor the Hilton San Diego Bayfront will be responsible for shipments left on the show floor.

Additional information regarding material handling and shipping can be found on pages 7 thru 15 of the exhibitor manual. If you have any questions regarding shipments to or from the conference, please contact the Exhibitor Service Department of Freeman. They can be reached at 714-254-3410 or by email at: [FreemanAnaheimES@freemanco.com](mailto:FreemanAnaheimES@freemanco.com).

**R  
U  
S  
H**

**ADVANCE WAREHOUSE**

**Must Deliver By: 8/28/2013**

**TO: \_\_\_\_\_**

**Exhibitor Name**

**C/O: FREEMAN  
6060 NANCY RIDGE DR  
STE C  
SAN DIEGO, CA 92121**

**BOOTH NUMBER: \_\_\_\_\_ NO. \_\_\_\_\_ OF \_\_\_\_\_ PCS**

**QUALCOMM**

**UPLINQ™2013**

**R  
U  
S  
H**

**SHOW SITE**

**Do Not Deliver Before: 9/3/2013**

**TO: \_\_\_\_\_**

**Exhibitor Name**

**C/O: FREEMAN  
HILTON SAN DIEGO BAYFRONT  
ONE PARK BLVD  
SAN DIEGO, CA 92101**

**BOOTH NUMBER: \_\_\_\_\_ NO. \_\_\_\_\_ OF \_\_\_\_\_ PCS**

**QUALCOMM**

**UPLINQ™2013**

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# WHAT ARE FREIGHT SERVICES?

As the official service contractor, Freeman is the exclusive provider of freight services. Material handling includes unloading your exhibit material, storing up to 30 days in advance at the warehouse address, delivering to the booth, the handling of empty containers to and from storage, and removing of material from the booth for reloading onto outbound carriers. It should not be confused with the cost to transport your exhibit material to and from the convention or event. You have two options for shipping your advance freight — either to the warehouse or directly to show site.

## How do I ship to the warehouse?

- We will accept freight beginning 30 days prior to show move-in.
- To check on your freight arrival, call Exhibitor Services at the location listed on Quick Facts.
- To ensure timely arrival of your materials at show site, freight should arrive by the deadline date listed on Quick Facts. Your freight will still be received after the deadline date, but additional charges will be incurred.
- The warehouse will receive shipments Monday through Friday, except holidays. Refer to Quick Facts for warehouse hours. No appointment is necessary.
- The warehouse will accept crates, cartons, skids, trunks/cases and carpets. Loose or pad-wrapped material must be sent directly to show site.
- All shipments must have a bill of lading or delivery slip indicating the number of pieces, type of merchandise and weight.
- Certified weight tickets must accompany all shipments.
- Warehouse freight will be delivered to the booth prior to exhibitor setup.
- Please call the number located on Quick Facts if you want to ship oversized material that requires special equipment to the warehouse.

## How do I ship to show site?

- Freight will be accepted only during exhibitor move-in. Please refer to Quick Facts for the specific exhibitor move-in dates and times.
- All shipments must have a bill of lading or delivery slip indicating the number of pieces, type of merchandise and weight.
- Certified weight tickets must accompany all shipments.

## What about prepaid or collect shipping charges?

- Collect shipments will be returned to the delivery carrier.
- To ensure that your freight does not arrive collect, mark your bill of lading "prepaid."
- "Prepaid" designates that the transportation charges will be paid by the exhibitor or a third party.

## How should I label my freight?

- The label should contain the exhibiting company name, the booth number and the name of the event.
- The specific shipping address for either the warehouse or show site is located on Quick Facts.

## How do I estimate my Material Handling charges?

- Charges will be based on the weight of your shipment. Each shipment received is considered separately. The shipment weight will be rounded to the next 100 pounds. Each 100 pounds is considered one "cwt." (one hundred weight). All shipments are subject to reweigh.
- On the Order Form, select whether the freight will arrive at the warehouse or be sent directly to show site.
- Next, select the category that best describes your shipment. There are three categories of freight:

**Crated:** material that is skidded or is in any type of shipping container that can be unloaded at the dock with no additional handling required.

**Special Handling:** material delivered by the carrier in such a manner that it requires additional handling, such as ground unloading, stacked and constricted space unloading, designated piece unloading, loads mixed with pad-wrapped material, loads failing to maintain shipping integrity, carpet and/or pad-only shipments, and shipments that require additional time, equipment or labor to unload. Federal Express and UPS are included in this category due to their delivery procedures.

**Uncrated:** material that is shipped loose or pad-wrapped, and/or unskidded machinery without proper lifting bars or hooks.

- Add overtime charges for inbound if material is delivered to the booth during the overtime period stated on Quick Facts. This includes both warehouse and show-site shipments.

- Add overtime charges for outbound if material is loaded onto the outbound carrier during the overtime period stated on Quick Facts.
- Add the late delivery charge listed on the Order Form if the shipment is accepted at the warehouse or at show site after the deadline date listed on Quick Facts.
- The above services, whether used completely or in part, are offered as a package and the charges will be based on the total inbound weight of the shipment.
- Shipments received without receipts or freight bills, such as UPS and Federal Express, will be delivered to the booth without guarantee of piece count or condition.

## What happens to my empty containers during the show?

- Pick up "Empty Labels" at the Service Center. Place a label on each container. Labeled containers will be picked up periodically and stored in non-accessible storage during the show.
- At the close of the show, the empty containers will be returned to the booth in random order. Depending on the size of the show, this process may take several hours.

## How do I protect my materials after they are delivered to the show or before they are picked up after the show?

- Consistent with trade show industry practices, there may be a lapse of time between the delivery of your shipment(s) to your booth and your arrival. The same is true for the outbound phase of the show — the time between your departure and the actual pick-up of your materials. During these times, your materials will be left unattended. We recommend that you arrange for a representative to stay with your materials or that you hire security services to safeguard your materials.

## How do I ship my materials after the close of the show?

- Each shipment must have a completed Material Handling Agreement in order to ship materials from the show. All pieces must be labeled individually.
- To save time, complete and submit the Outbound Shipping Form in advance, or you may contact the Service Center at show site for your shipping documents. The Material Handling Agreement and labels will be processed and available prior to show closing.
- After materials are packed, labeled, and ready to be shipped, the completed Material Handling Agreement must be turned in at the Service Center.
- Call your designated carrier with pick-up information. Please refer to Quick Facts for specific dates and times. In the event your selected carrier fails to show on final move-out day, your shipment will either be rerouted to Freeman's carrier choice or delivered back to the warehouse at exhibitor's expense.
- For your convenience, show-recommended carriers will be on site to handle outbound transportation.

## Where do I get a forklift?

- Forklift orders to install or dismantle your booth after materials are delivered may be ordered in advance or at show site. We recommend that you order in advance to avoid additional charges at show site. Refer to the Order Form for available equipment.
- Advance and show-site orders for equipment and labor will be dispatched once a company representative signs the labor order at the Service Center.
- Start time is guaranteed only when equipment is requested for the start of the working day.

## Do I need insurance?

- Be sure your materials are insured from the time they leave your firm until they are returned after the show. It is suggested that exhibitors arrange all-risk coverage. This can be done by riders to your existing policies.
- All materials handled by Freeman are subject to the enclosed Terms and Conditions.

## Other available services (may not be available in all locations)

- Cranes
- Scissor lifts, condors
- Access storage at show site
- Exhibit transportation services (see enclosed brochure)
- Security storage at show site
- Short-term and long-term warehouse storage
- Local pick-up and delivery
- Priority empty return

# F R E E M A N

# F R E E M A N

901 E. South St  
Anaheim, CA 92805  
(714) 254-3410 Fax: (469) 621-5606  
FreemanAnaheimES@freemanco.com

INCLUDE THE FREEMAN METHOD OF  
PAYMENT FORM WITH YOUR ORDER

NAME OF SHOW: **UPLINQ 2013 / SEPTEMBER 3 - 5, 2013**

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

CONTACT NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

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

For Assistance, please call 714-254-3410 to speak with one of our experts.

**Let Freeman OnLine® estimate your material handling charges for you.** Log on to [www.freemanco.com/store](http://www.freemanco.com/store), select your show and click on "Estimate My Material Handling Costs". From Freeman OnLine® you can print extra shipping labels, get tips on how to package your freight and much more.

## MATERIAL HANDLING SERVICES

**CRATED:** Material that is skidded or is in any type of shipping container that can be unloaded at the dock with no additional handling required.

**SPECIAL HANDLING:** (See definitions on back) Material delivered by a carrier in such a manner that it requires additional handling, such as ground unloading, stacked or constricted space unloading, designated piece unloading, shipment integrity, alternate delivery location, loads mixed with pad wrapped material, carpet and/or pad only shipments, no documentation and shipments that require additional time, equipment or labor to unload. **Federal Express, Airborne Express, DHL and UPS** are included in this category due to their delivery procedures.

**UNCRATED:** Material that is shipped loose or pad-wrapped, and/or unskidded machinery without proper lifting bars or hooks.

**STRAIGHT TIME:** 8:00 A.M. to 4:30 P.M. Monday through Friday

**OVERTIME:** 4:30 P.M. to 8:00 A.M. Monday through Friday, all day Saturday, Sunday, and Holidays (Overtime will be applied to all freight received at the warehouse and/or show site that must be moved into or out of booth during above listed times.)

Description	Price Per CWT	200 lb. Minimum
<b>RATE CLASSIFICATIONS:</b>		
<b>Warehouse Shipment Delivered on or Before AUGUST 28, 2013 (200 lb. minimum)</b>		
Crated or Skidded Shipment.....	\$ 111.40	222.80
Special Handling Shipment.....	\$ 144.90	289.80
<b>Show Site Shipment Deliver Only on SEPTEMBER 03 - 04, 2013 (200 lb. minimum)</b>		
Crated or Skidded Shipment.....	\$ 116.20	232.40
Special Handling Shipment.....	\$ 151.10	302.20
Uncrated or Pad Wrapped Shipment.....	\$ 174.30	348.60
<b>Small Package - Maximum weight is 30 lbs per shipment*</b>		
Per Shipment .....	\$ 58.00	

\*A small package shipment is a shipment totaling any number of pieces with a combined weight not to exceed 30 lbs that is received on the same day, from the same shipper and delivered by the same carrier.

### ADDITIONAL SURCHARGES:

<b>Shipment Delivered after Deadline Date (in addition to above rates)</b>		
Warehouse Shipment after AUGUST 28, 2013.....	\$ 27.90	55.80
Show Site Shipment after Show Opening.....	\$ 29.10	58.20
<b>Overtime Charge - Inbound (in addition to above rates)</b>		
Crated or Skidded Shipment.....	\$ 29.10	58.20
Special Handling Shipment.....	\$ 37.80	75.60
Uncrated or Pad Wrapped Shipment .....	\$ 43.60	87.20
<b>Overtime Charge - Outbound (in addition to above rates)</b>		
Crated or Skidded Shipment.....	\$ 29.10	58.20
Special Handling Shipment.....	\$ 37.80	75.60
Uncrated or Pad Wrapped Shipment .....	\$ 43.60	87.20
<b>Mobile Unit Spotting Fee.....</b>	<b>\$ 340.40</b>	

Description	Weight CWT	Price per CWT	Estimated Total Cost (200 lb. Min.)
	÷ 100 =		
<b>Surcharges</b>	÷ 100 =		

### Tips to Save on Material Handling

• **Consolidate shipments** - when total weight is less than 200 lbs. For Example:

3 Separate Shipments

60 lbs. charged @ 200 lbs. \$ 222.80

52 lbs. charged @ 200 lbs. \$ 222.80

65 lbs. charged @ 200 lbs. \$ 222.80 = \$668.40

1 Consolidated Shipment

3 pieces (1 shipment)

177 lbs. charged @ 200 lbs = \$222.80

**Added benefit** - your shipments are less likely to get misplaced if they are packaged together with larger items.

<b>Tax</b>	N/A
<b>Total</b>	



## SPECIAL HANDLING DEFINITIONS

for frequently asked questions and material handling estimator tools, go to [www.freemanco.com/store](http://www.freemanco.com/store)

Special handling applies to shipments that are loaded by cubic space and/or packed in such a manner as to require additional labor/handling, such as ground unloading, constricted space unloading, designated piece unloading, carpet/pad only shipments or stacked shipments. Also included are shipment integrity, alternate delivery locations, mixed shipments, and shipments without individual bills of lading. Shipments loaded in this manner require additional time, labor, or equipment, to unload, sort and deliver.

### **What is Ground Loading/Unloading?**

Vehicles that are not dock height, preventing the use of loading docks, such as U-hauls, flat bed trailers, double drop trailers, company vehicles with trailers that are not dock level, etc.

### **What is Constricted Space Loading/Unloading?**

Trailer loaded “high and tight” shipments that are not easily accessible. Freight is loaded to full capacity of trailer – top to bottom, side to side. One example of this is freight that is loaded down one side of a trailer that must be bypassed to reach targeted freight.

### **What is Designated Piece Loading/Unloading?**

Drivers that require the loading crew to bring multiple pieces of the freight to the rear of the trailer to select the next piece, having to remove freight from the trailer then reload to fit or the trailer must be loaded in a sequence to ensure all items fit.

### **What are Stacked Shipments?**

Shipments loaded in such a manner requiring multiple items to be removed to ground level for delivery to booth. Stacked or “cubed out” shipments, loose items placed on top of crates and/or pallets constitute special handling.

### **What is Shipment Integrity?**

Shipment integrity involves shipments on a carrier that are intermingled, or delivered in such a manner that additional labor is needed to sort through and separate the various shipments on a truck for delivery to our customers.

### **What is Alternate Delivery Location?**

Alternative delivery location refers to shipments that are delivered by a carrier that requires us to deliver some shipments to different levels in the same building, or to other buildings in the same facility.

### **What are Mixed Shipments?**

Mixed shipments are defined as shipments of mixed crated and uncrated goods, where the percentage of uncrated is minimal and does not warrant the full uncrated rate for the shipment, but does require special handling. Freeman defines special handling for mixed loads as having less than 50% of the volume as uncrated.

### **What does it mean if I have “No Documentation”?**

Shipments arrive from a small package carrier (including, among others, Federal Express, Airborne Express, DHL and UPS) without an individual Bill of Lading, requiring additional time, labor and equipment to process.

### **What about carpet only shipments?**

Shipments that consist of carpet and/or carpet padding only require special handling because of additional labor and equipment to unload.

### **What is the difference between Crated and Uncrated Shipments?**

Crated shipments are those that are packed in any type of shipping container that can be unloaded at the dock with no additional handling required. Such containers include crates, fiber cases, cartons, and properly packed skids. An uncrated shipment is material that is shipped loose or pad-wrapped, and/or unskidded without proper lifting bars and hooks.

# F R E E M A N

(800) 995-3579 Toll Free US & Canada  
(817) 607-5100 Local & International

COMPLETE THIS FORM ONLY IF YOU ARE  
SHIPPING YOUR EXHIBIT MATERIALS BY  
FREEMAN EXHIBIT TRANSPORTATION

NAME OF SHOW: **UPLINQ 2013 / SEPTEMBER 3 - 5, 2013**

COMPANY NAME: \_\_\_\_\_ BOOTH #: \_\_\_\_\_ BOOTH SIZE: \_\_\_\_\_ X

CONTACT NAME : \_\_\_\_\_ PHONE #: \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

For Assistance, please call applicable number listed above to speak with one of our experts.

For fast, easy ordering, go to [www.freemanco.com/store](http://www.freemanco.com/store)

## EXHIBIT TRANSPORTATION

### TIPS FOR EASY ORDERING

- Credit card information must be on file prior to pick up, as charges will be included on your show services invoice.
- International Exhibitors remember - Shipments originating from countries other than the U.S. must be cleared through customs. Please call for additional information:  
(800) 995-3579 Toll Free US & Canada  
(817) 607-5100 Local & International

### COMPLETE THE FOLLOWING ITEMS ON THIS FORM:

#### PICK UP INFORMATION

Requested Pick Up Date: \_\_\_\_\_

SHIPPER NAME \_\_\_\_\_

SHIPPER ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(City) (State) (Zip)

#### DESTINATION

- ☐ I will be shipping to the **WAREHOUSE**

**FREEMAN / Exhibiting Company Name / Booth #**

**UPLINQ 2013**

C/O: FREEMAN

6060 NANCY RIDGE DR, STE C

SAN DIEGO, CA 92121

**MUST BE DELIVERED BY AUGUST 28, 2013**

- ☐ I will be shipping to **SHOW SITE**

**FREEMAN / Exhibiting Company Name / Booth #**

**UPLINQ 2013**

C/O: FREEMAN

HILTON SAN DIEGO BAYFRONT

ONE PARK BLVD

SAN DIEGO, CA 92101

**CANNOT BE DELIVERED BEFORE SEPTEMBER 03, 2013**

#### TYPE OF SERVICE

- ☐ Next Day Air: Delivery next business day by 5:00 PM
- ☐ Second Day Air: Delivery second business day by 5:00 PM
- ☐ 3-5 Day Service: Delivery within 3 - 5 business days
- ☐ Declared Value \$ \_\_\_\_\_

**Air Transportation charges are billed by Dimensional or Actual Weight, whichever is greater.**

- ☐ Standard Ground: Dependent on distance
- ☐ Expedited Ground: Tailored to specific requirements
- ☐ Specialized: Pad wrapped, uncrated, truck load

### SHIPPING INFORMATION

#### Items to be shipped

Number of Pieces \_\_\_\_\_ Est. Weight \_\_\_\_\_

\_\_\_\_ Crates (wooden) \_\_\_\_\_

\_\_\_\_ Cartons (cardboard) \_\_\_\_\_

\_\_\_\_ Cases/Trunks (fiber) (color \_\_\_\_\_) \_\_\_\_\_

\_\_\_\_ Skids/Pallets \_\_\_\_\_

\_\_\_\_ Carpet (color \_\_\_\_\_) \_\_\_\_\_

\_\_\_\_ Other ( \_\_\_\_\_ ) \_\_\_\_\_

\_\_\_\_ Total \_\_\_\_\_

Size of largest piece: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (L) \_\_\_\_\_

**NOTE: Shipments will be weighed and measured prior to delivery.**

### OUTBOUND SHIPPING

- ☐ I would like to schedule outbound Freeman Exhibit Transportation. Please provide me with a Material Handling Agreement at show site for my shipping instructions and signature. So we may print your Outbound Material Handling Agreement and labels, please complete the following information **if different from pick up address:**

Ship to address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of Labels : \_\_\_\_\_

**FAX THIS COMPLETED FORM TO:  
(469) 621-5810**

**A TRANSPORTATION SPECIALIST  
WILL CALL YOU TO CONFIRM  
RECEIPT OF ORDER AND  
FINALIZE DETAILS.**

**SHOW #** (306324) \_\_\_\_\_

FREEMAN exhibit transportation

# F R E E M A N

901 E South Street  
Anaheim, CA 92805  
(714) 254-3410 Fax: (469) 621-5606  
FreemanAnaheimES@freemanco.com

## OUTBOUND MATERIAL HANDLING AND SHIPPING LABELS

NAME OF SHOW: **UPLINQ 2013 / SEPTEMBER 3 - 5, 2013**

COMPANY NAME: \_\_\_\_\_ BOOTH #: \_\_\_\_\_ BOOTH SIZE: \_\_\_\_\_ X

CONTACT NAME : \_\_\_\_\_ PHONE #: \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

For Assistance, please call (714) 254-3410 to speak with one of our experts.

For fast, easy ordering, go to [www.freemanco.com/store](http://www.freemanco.com/store)

EVERY OUTBOUND SHIPMENT WILL REQUIRE A MATERIAL HANDLING AGREEMENT AND LABELS. WE WOULD BE HAPPY TO PREPARE THESE FOR YOU IN ADVANCE AND WILL DELIVER THEM TO YOUR BOOTH AT SHOW SITE TO REVIEW AND SIGN. TO TAKE ADVANTAGE OF THIS SERVICE, PLEASE COMPLETE AND RETURN THIS FORM.

### SHIPPING INFORMATION

FROM: SHIPPER/EXHIBITOR NAME: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE/ PROVINCE: \_\_\_\_\_ ZIP/ POSTAL CODE: \_\_\_\_\_

SHIP TO: COMPANY NAME: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE/ PROVINCE: \_\_\_\_\_ ZIP/ POSTAL CODE: \_\_\_\_\_

PHONE#: \_\_\_\_\_ ATTN: \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_

### METHOD OF SHIPMENT

PLEASE CHECK DESIRED METHOD OF SHIPMENT BELOW

#### FREEMAN EXHIBIT TRANSPORTATION

- ☐ 1 Day: Delivery next business day
- ☐ 2 Day: Delivery by 5:00 P.M. second business day
- ☐ Expedited
- ☐ Deferred: Delivery within 3-4 business days
- ☐ Standard Ground
- ☐ Specialized: Pad wrapped, uncrated, or truckload

☐ OTHER COMMON CARRIER \_\_\_\_\_

☐ OTHER VAN LINE \_\_\_\_\_

☐ OTHER AIR FREIGHT \_\_\_\_\_

☐ Next Day ☐ 2nd Day ☐ Deferred

CARRIER PHONE #: \_\_\_\_\_

Once your shipment is packed and ready to be picked up, please return the Material Handling Agreement to the Exhibitor Services Center.

Verify the piece count, weight and that a signature is on the Material Handling Agreement prior to shipping out.

SHIPMENTS WITHOUT PAPERWORK TURNED IN WILL BE RETURNED TO OUR WAREHOUSE AT EXHIBITOR'S EXPENSE.

Freeman will make arrangements for all Freeman Exhibit Transportation shipments. Arrangements for pick-up by other carriers is the responsibility of the exhibitor. During exhibitor move-out, when time permits, Freeman will attempt a courtesy phone call to your carrier to confirm the scheduled pick-up.

DESIRED NUMBER OF LABELS: \_\_\_\_\_

# MATERIAL HANDLING

**YOU ARE ENTERING A CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE.** Acceptance of said terms and conditions will be construed when any of the following conditions are met: This Material Handling Agreement (MHA) is signed; Exhibitor's materials are delivered to Freeman's warehouse or to an event site for which Freeman is the Official Show Contractor; or an order for labor and/or rental equipment is placed by Exhibitor with Freeman.

1. **DEFINITIONS.** For purposes of this Contract, Freeman means Freeman Decorating Services, Inc., and its employees, directors, officers, agents, assigns, affiliated companies, and related entities. The term "Exhibitor" means the Exhibitor, its employees, agents, representatives, any Exhibitor Appointed Contractors ("EAC"), and any persons receiving services from Freeman.

2. **PACKAGING/CRATES AND STORAGE.** Freeman shall not be responsible for damage to loose or uncrated materials, padwrapped 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 will not accept any crates or packaging containing hazardous materials. Goods requiring cold storage and those in accessible storage are stored at Exhibitor's own risk. **FREEMAN ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSS OR DAMAGE TO GOODS IN COLD STORAGE OR ACCESSIBLE STORAGE.**

3. **EMPTY CONTAINERS.** Empty container labels will be available at the show site service desk. Affixing labels to the containers is the sole responsibility of Exhibitor or its representative. All previous labels must be removed or obliterated. Freeman assumes no responsibility for: error in the above procedures; removal of containers with old empty labels and without Freeman labels; or improper information on empty labels. **FREEMAN WILL NOT BE LIABLE FOR LOSS OR DAMAGE TO CRATES AND CONTAINERS OR THEIR CONTENTS WHILE SAME ARE IN EMPTY CONTAINER STORAGE.**

4. **INBOUND/OUTBOUND SHIPMENTS.** There may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of Exhibitor, or a lapse of time between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier and *during such times, Exhibitor materials will be left unattended.* **FREEMAN IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, THEFT, OR DISAPPEARANCE OF EXHIBITOR'S MATERIALS AFTER THEY HAVE BEEN DELIVERED TO 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.

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

6. **DESIGNATED CARRIERS.** Freeman shall have the authority to change the Exhibitor designated carrier if that carrier does not pick up the shipment(s) at the appointed time. Where no disposition is made by Exhibitor, materials may be taken to a warehouse to await Exhibitor's shipping instructions and Exhibitor agrees to be responsible for charges relating to such rerouting and handling. In no event shall Freeman be responsible for any loss resulting from such rerouting designation.

7. **FORCE MAJEURE.** Freeman's performance hereunder is subject to, and Freeman shall not be responsible for loss, delay, or damage due to, strike, 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 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 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 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 two (2) years* after the date of loss or damage occurred.

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

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

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

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

10. **JURISDICTION / VENUE.** THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL RESIDE IN A COURT OF COMPETENT 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 demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) arising out or contributed to by Exhibitor's negligent supervision of any labor secured through Freeman; Exhibitor's negligence, willful misconduct, or deliberate act, or the negligence, willful misconduct, or deliberate act of Exhibitor's employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC) at the show or exposition to which this Contract relates, including but not limited to the misuse, improper use, unauthorized alteration, or negligent handling of Freeman's equipment; Exhibitor's violation of Federal, State, County or Local ordinances; 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 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 by Freeman to or for the benefit of Exhibitor ("Obligations"). Freeman shall have all the rights and remedies of a secured party under the Uniform Commercial Code, as may be amended from time to time ("UCC"), and any notice that Freeman is required to give under the UCC of a time and place of a public sale or the time after which any private sale or other intended disposition of any Collateral is to be made shall be deemed to constitute reasonable notice if such notice is mailed by registered or certified mail at least five (5) days prior to such action. Freeman may hold and not deliver any of the Collateral to Exhibitor for so long as there are any Obligations that remain unpaid or unsatisfied.

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

14. **DRIVER LIABILITY WAIVER.** IN CONSIDERATION OF FREEMAN PERMITTING ENTRANCE TO THE PREMISES, YOU, YOUR EMPLOYER, THE OWNER OF THE TRUCK AND/OR EQUIPMENT THAT YOU ARE OPERATING (TRUCKOWNER) AND YOU AS AGENT OF YOUR EMPLOYER AND THE TRUCKOWNER, HEREBY ASSUME ALL RISK OF INJURY OR HARM TO YOURSELF AND OTHERS AND DAMAGE TO YOUR PROPERTY AND PROPERTY BELONGING TO YOUR EMPLOYER OR OTHERS ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISES. YOU AGREE TO ENTER AT YOUR OWN RISK. YOU HAVE FULL KNOWLEDGE OF ANY RISK INVOLVED IN THIS ACTIVITY. YOU RECOGNIZE THE HAZARDS AND ARE AWARE OF ALL THE RULES FOR SAFE OPERATION. YOUR EMPLOYER, THE TRUCKOWNER, AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS FREEMAN, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, ASSIGNS, AFFILIATED COMPANIES AND RELATED ENTITIES, AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, AND DAMAGES OF ANY KIND WHATSOEVER ARISING FROM YOUR ACTIVITIES WHILE BEING PERMITTED TO ENTER THE PREMISE.

# 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 Decorating Services, Inc., Freeman Decorating Ltd., Freeman Exhibit, AVW-TELAV Inc., Freeman Transportation, Hoffend Xposition, Stage Rigging, Inc., Kerry Technical Services, 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 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. funds and all checks must be drawn on a U.S. bank. Orders received without advance payment or after the deadline date will incur additional After Deadline charges as indicated on each order form. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of FREEMAN except where specifically identified as a sale. All rentals include delivery, installation, and removal from EXHIBITOR'S booth. In case of cancellation of any orders or services by EXHIBITOR, a one-hour "per person, per hour" charge will be applied for all labor orders that are not canceled in writing at least 24 hours prior to the scheduled start time. If Prestige Carpet, Custom-Cut Carpet, Modular Rental Exhibits and any other custom-order items or services have already been provided at the time of cancellation, fees will remain at 100% of the original charge. If the Show or Event is canceled because of reasons beyond FREEMAN'S control, EXHIBITOR remains responsible for all charges for services and equipment provided up to and including the date of cancellation. FREEMAN will not issue refunds to EXHIBITOR of any payments made before the date of cancellation. It is EXHIBITOR'S responsibility to advise the FREEMAN Service Center Representative of problems with any orders, and to check the EXHIBITOR'S invoice for accuracy prior to the close of the Show or Event. If EXHIBITOR is exempt from payment of sales tax, FREEMAN requires an exemption certificate for the State in which the services are to be used. Resale certificates are not valid unless EXHIBITOR is rebilling these charges to its customers. For International EXHIBITORS, FREEMAN requires 100% prepayment of advance orders, and any order or services placed at show site must be paid at the show. For all others, should there be any pre-approved unpaid balance after the close of the show; terms will be net, due and payable in DALLAS, TEXAS upon receipt of invoice. Effective 30 days after invoice date, any unpaid balance will bear a FINANCE CHARGE at the lesser of the maximum rate allowed by applicable law, or 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and future orders will be on a prepaid basis only. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, and any excess finance charge received by FREEMAN shall be either applied to reduce the principal unpaid balance or refunded to the payer. If past due invoices or invoice balances are placed with a collection agency or attorney for collection or suit, EXHIBITOR agrees to pay all legal and collection costs. THESE PAYMENT TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of any dispute between the EXHIBITOR and FREEMAN relative to any loss, damage, or claim, such EXHIBITOR shall not be entitled to and shall not withhold payment, or any partial payment, due to FREEMAN for its services, as an offset against the amount of any alleged loss or damage. Any claims against FREEMAN shall be considered a separate transaction, and shall be resolved on its own merits. FREEMAN reserves the right to charge EXHIBITOR for the difference between the EXHIBITOR'S estimate of charges and the actual charges incurred by EXHIBITOR, or for any charges that FREEMAN may be obligated to pay on behalf of EXHIBITOR, including without limitation, any shipping charges. If EXHIBITOR provides a credit card for payment and charges are rejected by the EXHIBITOR'S credit card company for any reason, FREEMAN hereby provides notice that it reserves the right, and EXHIBITOR authorizes FREEMAN, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the EXHIBITOR'S account.

## ELECTRICAL

Claims will not be considered, or adjustments made unless filed in writing, by Exhibitor, prior to the close of the event. Freeman is not responsible for any damage or loss caused by the loss of power beyond its control and Exhibitor agrees to hold Freeman, its officers, directors, employees and agents harmless from such power loss. IN NO EVENT SHALL FREEMAN BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE. Exhibitor shall indemnify and hold harmless Freeman, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorneys' fees) arising out of or in any way connected with Exhibitor's actions or omissions under this Agreement.

## LABOR UNDER THE SUPERVISION OF EXHIBITOR

### RESPONSIBILITIES:

EXHIBITOR shall be responsible for the performance of labor provided under this option. It is the responsibility of EXHIBITOR to supervise labor secured through FREEMAN in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with FREEMAN'S Safe Work Rules and/or Federal, State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management rules and/or regulations. It is the responsibility of EXHIBITOR to check in with the Service Desk to pick up labor, and to return to the Service Desk to release labor when the work is completed.

### INDEMNIFICATION:

EXHIBITOR agrees to indemnify, hold harmless, and defend FREEMAN from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees and investigation costs) 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.

Freeman REV 4.12



# MOTOR CARGO

## MOTOR CARGO SERVICE REQUEST AND SHIPPING INSTRUCTIONS CONTRACT

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

1. **DEFINITIONS.** In this Contract, "Freeman" means Freeman Decorating Services, Inc., and its respective employees, officers, directors, 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 includes their respective employees, officers, directors, 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" is the party to whom Shipper has designated the goods are 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 regarding transportation of Shipper's property. This Contract shall take effect when the property first comes into the physical possession of Freeman for inbound shipments and after loading on the applicable carrier for outbound shipments, and the responsibility of Freeman under same shall end when the property has been placed in the possession of the Consignee or the Consignee's designated agent. If any part or provision of this Contract is found by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract shall continue in full force and effect.

3. **FREEMAN'S RESPONSIBILITIES UNDER THE CONTRACT ARE LIMITED.** 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 (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, facility failure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, act of war or belligerent parties, and any other cause or causes beyond the reasonable control of Freeman. Freeman shall not be liable for delay caused by highway obstructions, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defects of vehicles or equipment, or from any cause other than the negligence of Freeman. Freeman shall not be bound to transport by any particular schedule, means, vehicle or otherwise, other than with reasonable dispatch.

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 or suitability of any packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, padwrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labeled materials. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. General guidance as to acceptable packaging systems and procedures may be found in publications such as the National Motor Freight Classification, published by the National Motor Freight Traffic Association.

5. **PERISHABLE GOODS.** Goods of a perishable nature are carried in dry trailers without environmental or atmospheric control or other special services unless Shipper states on the face of the "Service Request and Shipping Instructions" that the goods are to be carried in a refrigerated, heated, specially ventilated or otherwise specially equipped trailer. This carriage may be subject to additional charges. Shipper is responsible for bringing the goods to the proper temperature before loading the goods into the trailer, for the proper stowage of the goods within the trailer, and for setting the temperature (including maintenance and repair), during all times after the trailer is spotted by Freeman and before the trailer is received by Freeman. Freeman is not responsible for product deterioration caused by inherent vice, defects in the merchandise or transit times in excess of product shelf life. Refrigerated, heated, specially ventilated or otherwise specially equipped trailers are not equipped to change the temperature of goods (they are equipped only to maintain temperature). Shipper will give written notice of requested temperature setting of the thermostatic controls before receipt of the goods by Freeman. When a loaded trailer is received, Freeman will verify that the thermostatic controls are set to maintain trailer temperature as requested. Freeman is unable to determine whether the goods were at the proper temperature when they were loaded into the trailer or when the trailer is delivered to Freeman. Air temperature at the unit sensor will be maintained within a proper range of plus or minus 5 degrees Fahrenheit of the temperature requested by Shipper on the face of the "Service Request and Shipping Instructions" if the goods were at that temperature when loaded into the container and if the temperature controls were properly set when the container was loaded.

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 shall promptly attempt to provide notice, by telephonic, 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.

(b) Storage charges, if applicable, shall start no sooner than the next business day following the attempted notification. Storage may be, at Freeman's option, in any location that provides reasonable protection against loss or damage. Freeman may place the shipment in public storage at the owner's expense and without liability to Freeman.

(c) If Freeman does not receive disposition instructions within 48 hours of the time of Freeman's attempted first notification, Freeman will attempt to issue a second and final confirmed notification. Such notice shall advise that if Freeman does not receive disposition instructions within 10 days of that notification, Freeman may offer the shipment for sale at a public auction and Freeman has the right to offer the shipment for sale. The amount of sale will be applied to Freeman's invoice for transportation, storage and other lawful charges. Shipper will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(d) Where Freeman has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of Freeman, at its option, to sell the property under such circumstances and in such manner as may be authorized by law.

(e) When perishable goods cannot be delivered and disposition is not given within a reasonable time, Freeman may dispose of property to the best advantage. When Freeman is directed by Consignee or Consignor to unload or deliver property at a particular location where Consignor, Consignee, or the Agent of either is not regularly located, Freeman's liability for the shipment shall terminate after unloading or delivery.

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, Freeman does not pay replacement or restoration cost of any property. **FREEMAN'S MAXIMUM LIABILITY SHALL BE THE AMOUNT OF PROVEN ACTUAL VALUE NOT EXCEEDING THE LOWER OF THE FAIR MARKET VALUE (THE "FAIR MARKET VALUE" EQUALS THE AS IS WHERE IS PRICE FOR THE PROPERTY AT THE LOCATION OF THE SHOW TO WHICH PRICE A WILLING BUYER AND A WILLING SELLER WOULD AGREE IN AN ORDINARY COURSE OF BUSINESS, ARM'S LENGTH SALE.) OR \$25.00**

**(USD) PER POUND OF CARGO LOST OR DAMAGED 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.** Even if Shipper has made a declaration of value, liability shall never exceed the depreciated original invoice value or the fair market value of the property, whichever is less. The value per pound for applying declared valuation charges shall be determined by dividing Shipper's declared value for carriage by the actual weight of the shipment. In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by Shipper or has been agreed upon in writing as the released value of the property upon which the rate is based, such lower value plus freight charges, if paid, shall be the maximum recoverable amount for loss or damage. **Notwithstanding the above limitations, all shipments containing the following items of extraordinary value are limited to a maximum declared value of \$500.00 (USD):** (a) Artworks and objects of art, including without limitation, original paintings, drawings, etchings, watercolors, tapestries and sculptures or prototypes; (b) Clocks, jewelry, including costume jewelry, furs, and fur-trimmed clothing; (c) Personal effects, including without limitation, papers and documents; or (d) Coin money, currency, gift certificates, debit cards, credit cards, and any other items of extraordinary value.

Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by Freeman for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. In any event, (excluding small package program shipments) **FREEMAN'S MAXIMUM LIABILITY WILL NEVER BE MORE THAN \$100,000 PER SHIPMENT.** Shipper understands that even if Shipper is not able to participate or fully participate in a Show due to loss of, theft of, or damage to their property, Freeman shall not be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, loss of use damages, loss of profits damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, or damages for failure of performance, breach of contract damages, fraud damages, or any other sort of damage for tort or breach of contract. This limitation shall bind the parties: **(A) WHENEVER OR WHEREVER THE CLAIMED LOSS OR DAMAGE MAY OCCUR; (B) EVEN THOUGH THE ALLEGED LOSS OR DAMAGE IS CLAIMED TO RESULT FROM NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, BREACH OF CONTRACT, BREACH OF STATUTE OR REGULATION, OR ANY OTHER LEGAL THEORY OR CAUSE, AND; (C) EVEN THOUGH FREEMAN MAY HAVE BEEN ADVISED OR BE ON NOTICE OF THE POSSIBILITY OR EVEN THE PROBABILITY OF SUCH DAMAGES.**

9. **SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:** (a) Shipper must pay in full for the services rendered under this Agreement at the time the services are requested. The existence of a dispute between Shipper and Freeman relative to any claim or other matter shall have no bearing on this duty of payment. No claim may be submitted by or on behalf of Shipper to Freeman unless Shipper's account is current.

(b) Shipper understands and acknowledges that Freeman does not accept or transport illegal or hazardous materials of any kind or nature. Shipper warrants and will ensure that its property is inert, and contains no Hazardous Substances, Hazardous Materials, Chemicals, Gases, Explosives, Radioactive Materials, Biologically hazardous agents, or any other substance, matter or object in any form that could pose a threat to the health or safety of Freeman or persons, property, or the public welfare in general. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

(c) Shipper shall defend and indemnify Freeman, 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: Shipper's negligence, willful misconduct, or deliberate act; Shipper's violation of Federal, State, County or Local ordinances; Shipper's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management; and/or Shipper's failure to comply with subsection (b) of this section regarding the inclusion of any dangerous substances in the property placed with Freeman.

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 filed within nine (9) 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 day when written notice is given by Freeman to the claimant that Freeman has disallowed the claim or any part or parts of the claim specified in the notice. Shipper shall deliver notice of claim for loss or damage by hand, U.S. mail, courier, facsimile, or electronic means to Cunningham Lindsey US, Inc., P.O. Box 703689, Dallas, TX 75370, as soon as loss or damage is discovered. The notice of claim shall invite a prompt joint survey of the damage, at a time and place to be agreed between the parties, and such survey shall go forward promptly. However, if in any case the property is received by the Consignee or the Consignee's agent without notice of loss or damage to property being served on Freeman within 15 calendar days of the receipt of the property, it is agreed between Freeman and Shipper that in that instance the presumption shall arise that the property was delivered in proper quantity and in good condition. Claims filed more than nine (9) months following the date on which the property was delivered or should have been delivered are agreed to be forever time barred.

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 DISPUTES ARISING OUT OF CONTRACT, TORT, COMMON LAW OR RELATING TO THE ENFORCEMENT OR INTERPRETATION 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 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; (b) Shipper understands that once its property is shipped by Freeman pursuant to the instructions contained in this Contract, Shipper has no right to control the shipment, stop the shipment in transit, or divert or reschedule same. (c) Shipper agrees that this Contract may be provided to any third party, including common or contract 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. Shipper agrees that all shipments are subject to correction and final charges determined by the actual or re-weighted weight of the shipment.

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 \$100 per package UNLESS AT THE TIME OF SHIPMENT SHIPPER MAKES A DECLARATION OF VALUE IN THE SPACE DESIGNATED ON THE SHIPPING INSTRUCTIONS AND PAYS THE APPROPRIATE VALUATION CHARGE.** If small packages are received by the Shipper and notice of loss or damage is not received by Freeman within 15 days of the delivery of the property, the parties agree that the presumption shall arise that the property was delivered in proper quantity and in good condition.

## 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 Decorating Services, Inc., and its respective employees, officers, directors, 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 includes their respective employees, officers, directors, 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" is the party to whom Shipper has designated the goods are 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 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 obligations regarding transportation of Shipper's property. This Contract shall take effect when the property first comes into the physical possession of Freeman, and the responsibility of Freeman under same shall end when the property has been placed in the possession of the Consignee or the Consignee's designated agent. If any part or provision of this Contract is found by a court of competent jurisdiction to be void or unenforceable, 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 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 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, facility failure, vandalism, theft, Act of God, effect of natural elements, riot, civil commotion or disturbance, terrorism, act of war or belligerent parties, 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.

**4. PACKAGING AND CRATES:** Shipper's property must be well packaged for safe and secure handling, storage and shipment using ordinary care. Each piece must be legibly and durably marked with the name and address, including correct ZIP code of the Shipper and Consignee. When a container is used repetitively by Shipper, Shipper must remove all old labels, tags, markings, etc., and Shipper must ensure that the container retains adequate strength for transportation. Freeman makes neither representation nor any warranty regarding the acceptability or suitability of any packaging system or procedure that Shipper might use for its property. Freeman shall not be responsible for damage to loose or uncrated materials, padwrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labeled materials. Crates and packaging should be of a design to adequately protect contents for handling by forklift and similar means. General guidance as to acceptable packaging systems and procedures may be found in publications such as the National Motor Freight Classification, published by the National Motor Freight Traffic Association. For shipments of Perishable Commodities, U.S. and Canadian shipments must be packed to travel without spoilage for 72 hours from time of pickup; all International shipments must be packed to travel without spoilage for 24 hours beyond an agreed deadline. Freeman reserves the right to periodically embargo regions of the world due to conditions that may cause damage to perishable commodities.

**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.

(a) Freeman shall promptly attempt to provide notice, by telephonic, electronic or written communication as provided on the face of these shipping instructions, if so indicated, to Shipper or the party, if any, designated to receive notice in these instructions.

(b) Storage charges, based on Freeman's applicable rates, shall start no sooner than the next business day following the attempted notification. Storage may be, at Freeman's option, in any location that provides reasonable protection against loss or damage. Freeman may place the shipment in public storage at the owner's expense and without liability to Freeman.

(c) If Freeman does not receive disposition instructions within 48 hours of the time of Freeman's attempted first notification, Freeman will attempt to issue a second and final confirmed notification. Such notice shall advise that if Freeman does not receive disposition instructions within 10 days of that notification, Freeman may offer the shipment for sale at a public auction and Freeman has the right to offer the shipment for sale. The amount of sale will be applied to Freeman's invoice for transportation, storage and other lawful charges. Shipper will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(d) Where Freeman has attempted to follow the procedure set forth above and the procedure is not possible, nothing shall be construed to abridge the right of Freeman, at its option, to sell the property under such circumstances and in such manner as may be authorized by law.

(e) When perishable goods cannot be delivered and disposition is not given within a reasonable time, Freeman may dispose of property to the best advantage. Where Freeman is directed by Consignee or Consignor to unload or deliver property at a particular location where Consignor, Consignee, or the Agent of either is not regularly located, Freeman's liability for the shipment shall terminate after unloading or delivery.

**6. LIMITATION ON SHIPPER'S RECOVERABLE DAMAGES:** Freeman's LIABILITY FOR DAMAGES ON DOMESTIC SHIPMENTS, INCLUDING BUT NOT LIMITED TO THOSE DAMAGES ARISING FROM OR RELATED TO MISDELIVERY, INCOMPLETE OR OTHERWISE INADEQUATE DELIVERY (INCLUDING BUT NOT LIMITED TO FAILURE TO FOLLOW SHIPPER OR CONSIGNEE INSTRUCTIONS OR FAILURE TO COLLECT OR PROPERLY DELIVER A PAYMENT INSTRUMENT), NONDELIVERY, MISSED PICKUP, AND LOSS OF OR DAMAGE TO CARGO, SHALL BE LIMITED TO THE HIGHER OF \$50.00 (USD) PER SHIPMENT OR \$5.00 (USD) PER POUND (\$1.10 (USD) PER KILOGRAM) OF CARGO ADVERSELY AFFECTED THEREBY, PLUS TRANSPORTATION CHARGES APPLICABLE TO THAT PART OF THE SHIPMENT ADVERSELY AFFECTED THEREBY, UNLESS AT TIME OF SHIPMENT THE SHIPPER MAKES A DECLARATION OF VALUE FOR CARRIAGE IN THE SPACE DESIGNATED ON THE SERVICE REQUEST AND SHIPPING INSTRUCTIONS FORM AND PAYS THE APPROPRIATE VALUATION CHARGE. IN NO EVENT SHALL Freeman's LIABILITY EXCEED THE DECLARED VALUE OF THE SHIPMENT OR THE AMOUNT OF LOSS OR DAMAGE ACTUALLY SUSTAINED, WHICHEVER IS LOWER. IF CARRIAGE OF THE SHIPMENT IS SOLELY OR PARTLY BY AIR AND INVOLVES AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, Freeman's LIABILITY FOR CARGO LOST, DAMAGED OR DELAYED SHALL BE LIMITED TO \$9.07 PER POUND (\$20.00 PER KILOGRAM) FOR CARRIAGE SUBJECT TO THE UNAMENDED WARSAW CONVENTION OR THE WARSAW CONVENTION AS AMENDED BY THE HAGUE PROTOCOL OF 1955, 17 SPECIAL DRAWING RIGHTS PER KILOGRAM FOR CARRIAGE SUBJECT TO THE WARSAW CONVENTION AS AMENDED BY THE MONTREAL PROTOCOL NO. 4 OF 1975, OR \$9.07 PER POUND (\$20.00 PER KILOGRAM) FOR CARRIAGE WHERE THE WARSAW CONVENTION, INCLUDING ITS AMENDMENTS, DOES NOT APPLY FOR ANY REASON, UNLESS A HIGHER DECLARED VALUE IS REQUESTED, AND THE FEES SET FORTH IN THE SERVICE GUIDE FOR SUCH HIGHER DECLARED VALUE ARE PAID. FOR INTERNATIONAL SHIPMENTS, THIS SHIPPING REQUEST AND SHIPPING INSTRUCTION CONTRACT SHALL BE DEEMED AN AIR WAYBILL WITHIN THE MEANING OF THE WARSAW CONVENTION.

Notwithstanding the above limitations, domestic shipments containing the following items of extraordinary value are limited to a maximum declared value of \$500.00 (USD):

- (a) artworks and objects of art, including without limitation original paintings, drawings, etchings, water colors, tapestries and sculpture;
- (b) clocks, watches, jewelry (including costume jewelry), furs and fur-trimmed clothing;
- (c) personal effects;
- (d) and other inherently fragile or unique items, including prototypes, etc.

Any declared value in excess of the maximums allowed herein is null and void, and the acceptance by Freeman for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums. Shipper understands that even if Shipper is not able to participate or fully participate in a show due to loss of, theft of, or damage to its property, Freeman shall never be liable or responsible for damages identified by the terms (by way of example only and not in limitation of the breadth of this clause) such as the following: consequential damages, loss of use damages, loss of profits damages, business interruption damages, delay damages, special damages, collateral damages, exemplary damages, damages awarded for gross negligence, direct damages, indirect damages, damages for failure of performance, breach of contract damages, fraud damages, or any other sort of damage for tort or breach of contract. This limitation shall bind the parties

- (a) whenever or wherever the claimed loss or damage may occur;
- (b) even though the alleged loss or damage is claimed to result from negligence, strict liability, products liability, breach of contract, breach of statute or regulation, or any other legal theory or cause, and;
- (c) even though Freeman may have been advised or be on notice of the possibility or even the probability of such damages.

**Freeman makes no warranties, express or implied, and expressly disclaims any and all warranties.** Except for Freeman's failure to deliver in accordance with the Guaranteed Service section of the Service Guide, Freeman will not be liable for misdelivery, incomplete or otherwise inadequate delivery (including but not limited to failure to follow Shipper or Consignee instructions or failure to collect or properly deliver a payment instrument), non-delivery, missed pickup, delay on International shipments, loss or damage unless caused by Freeman's sole negligence.

### 7. SHIPPER'S RESPONSIBILITIES AND INDEMNIFICATION:

a) Shipper must pay in full for the services rendered under this Contract at the time the services are requested. The existence of a dispute between Shipper and Freeman relative to any claim or other matter shall have no bearing on this duty of payment. No claim submitted by or on behalf of Shipper will be processed unless Shipper's account is current.

b) Shipper understands and acknowledges that Freeman does not accept or transport illegal, dangerous or hazardous materials of any kind or nature. Shipper warrants and ensures that its property is inert, and contains no Hazardous Substances, Hazardous Materials, Chemicals, Gases, Explosives, Radioactive Materials, Biologically hazardous agents, or any other substance, matter or object in any form that could pose a threat to the health or safety of persons, property or the public welfare in general. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

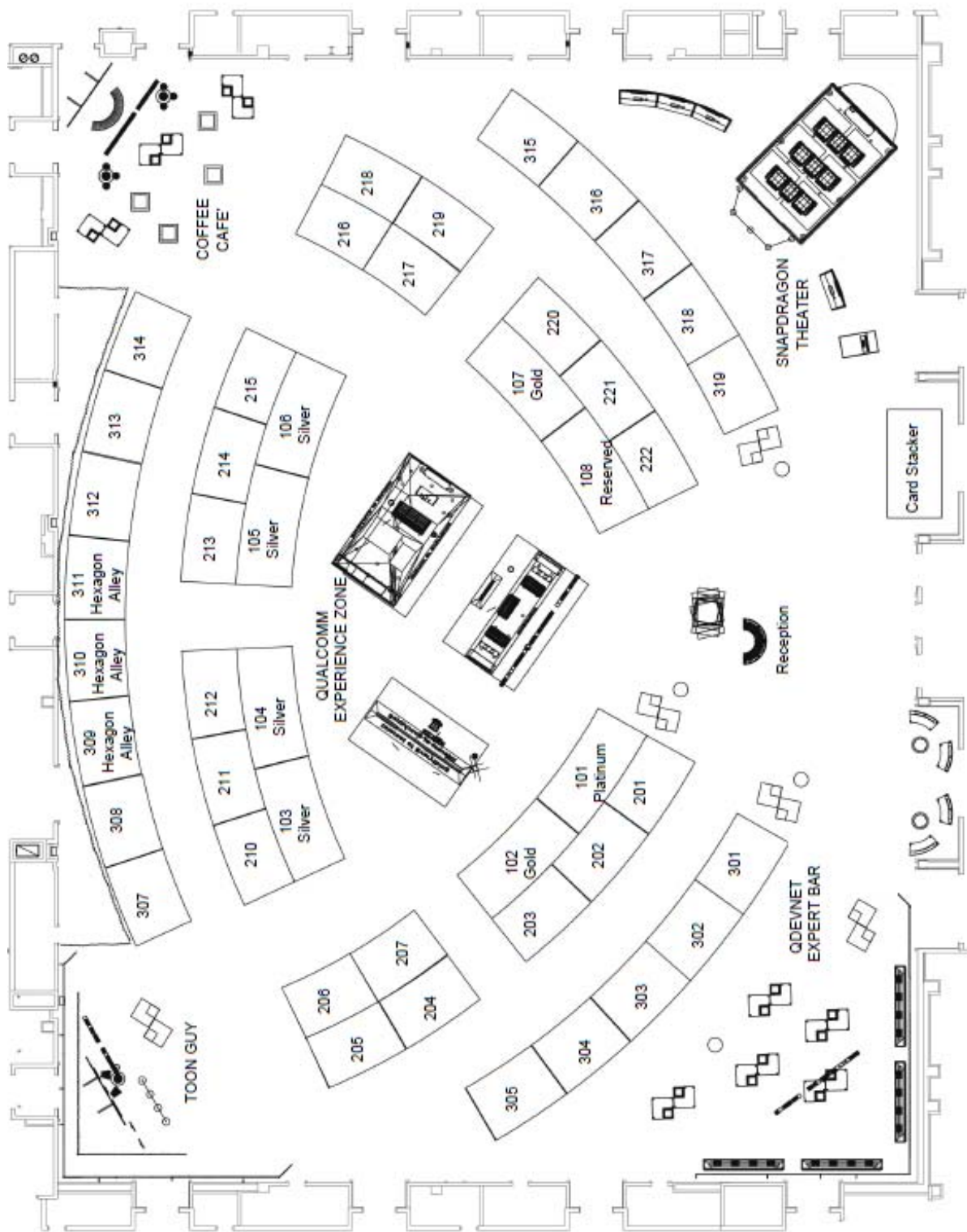
c) Shipper shall defend and indemnify Freeman, its employees, directors, officers, and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgments, and expenses (including but not limited to reasonable attorneys' fees 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: Shipper's negligence, willful misconduct, or deliberate act; Shipper's violation of Federal, State, County or Local ordinances; Shipper's violation of Show Regulations and/or Rules as published and set forth by Facility and/or Show Management; and/or Shipper's failure to comply with (b) of this Agreement regarding the inclusion of any dangerous substances in the property placed with Freeman.

**8. 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 fourteen (14) days of delivery, of any loss or damage to the shipment. Receipt of the shipment by the Consignee or the Consignee's agent without written notice on the delivery receipt and/or delivery manifest will be prima facie evidence that the shipment was delivered in good condition. The amount of the claim may not be deducted from the transportation charges. Notice of loss or damage MUST be reported to Freeman at 800-995-3579. The shipment, its container(s), and packing material must be made available to Freeman for inspection at the delivery location. All shipments are subject to opening for inspection by Freeman; however, Freeman is not obligated to perform such inspection. All claims for loss or damage MUST be made in writing to Freeman within one hundred and twenty (120) calendar days after the date of acceptance of the shipment by Freeman. Please refer to the Service Guide for claim procedures. All claims for service failure must be made within thirty (30) calendar days from the date of shipment and Freeman's sole liability for such claims arising from Guaranteed Service shipments shall be limited to the transportation charges as provided in the Guaranteed Service section of the Service Guide. All claims for overcharge must be made in writing to Freeman within sixty (60) calendar days after the invoice date. No action for loss or damage may be maintained against Freeman unless (a) claimant complies with all requirements of this section and (b) for domestic shipments, if the claimant commences the action within one (1) year of the shipment by Freeman unless otherwise required by International, Federal or State Law. If the claim is for loss or damage involving International shipments, claimant must commence the action within two (2) years from the date of acceptance of the shipment by Freeman unless otherwise required by International, Federal or State Law. For purposes of this section, no action shall be deemed to have commenced until receipt by Freeman of service of process of the action on Freeman. Claims for loss or damage must be delivered to the following address: Cunningham Lindsey US, Inc., P.O. Box 730689, Dallas, TX 75370.

**9. CHOICE OF FORUM:** THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE UNITED STATES (INCLUDING ADOPTED INTERNATIONAL CONVENTIONS) AND THE STATE OF TEXAS WITHOUT 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, ITS PERFORMANCE OR NONPERFORMANCE, OR DAMAGES ALLEGEDLY RESULTING FROM SAME WILL BE ARBITRATED IN THE CITY OF DALLAS, TEXAS, AND THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION WILL APPLY. IF BINDING ARBITRATION IS UNAVAILABLE TO RESOLVE ANY CONTROVERSY AND IT IS NECESSARY TO LITIGATE THE DISPUTE, THE DISPUTE 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 understands that once its property is shipped by Freeman pursuant to the instructions contained in 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. Shipper agrees that this Contract may be provided to any third party, including common or contract 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.







As part of your booth package, you are able to choose between two booth options for your booth space at Uplinq 2013. Once you have made your selection (Option 1 or Option 2), complete and return the appropriate form to Tara Jung at [uplinqsponsors@nthdegree.com](mailto:uplinqsponsors@nthdegree.com) no later than August 21.

**BOOTH OPTION 1****Booth Option 1 comes with the following:**

- (2) 42" Highboy tables
- (6) Oslo bar chairs
- 89" x 89" Fabric Branding Backdrop (Company to provide full size image, 100dpi .pdf file)
- (1) Pedestal counter with locking storage
- (1) Wastebasket
- (1) 10 Amp electrical connection with (1) power strip
- (1) Shared wireless internet access
- Carpet

I would like to select Booth Option 1:

Company Name: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Date Submitted: \_\_\_\_/\_\_\_\_/\_\_\_\_

Submit Completed form to Tara Jung at [uplinqsponsors@nthdegree.com](mailto:uplinqsponsors@nthdegree.com) no later than **August 21**.

## BOOTH OPTION 2



### Booth Option 2 comes with the following:

- (1) South Beach sofa
- (1) South Beach ottoman
- (1) Coffee table
- 89" x 89" Fabric Branding Backdrop (Company to provide full size image, 100dpi .pdf file)
- (1) Pedestal counter with locking storage
- (1) Wastebasket
- (1) 10 Amp electrical connection with (1) power strip
- (1) Shared wireless internet access
- Carpet

I would like to select Booth Option 2:

Company Name: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Date Submitted: \_\_\_\_/\_\_\_\_/\_\_\_\_

Submit Completed form to Tara Jung at [uplinqsponsors@nthdegree.com](mailto:uplinqsponsors@nthdegree.com) no later than **August 21**.

As part of your package, you are provided with an 89" x 89" fabric backdrop for your booth. Below are the specifications you should adhere to when creating your graphic backdrop.

### FINAL ARTWORK SPECIFICATION

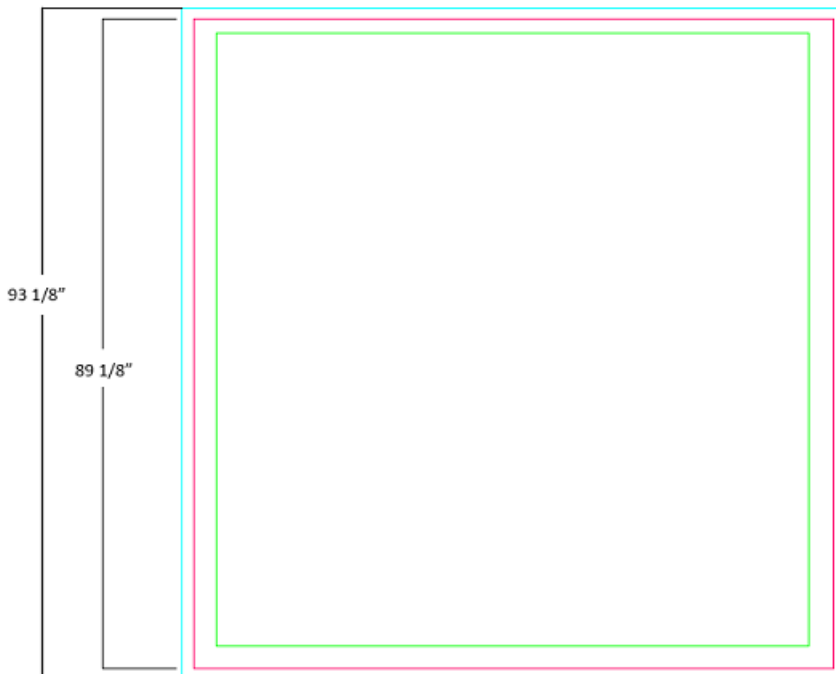
Please pay special attention to the artwork requirements as not meeting the minimum requirements will result in your submission being rejected.

- **Minimum** 100 dpi resolution at full size of the actual finished product.
- All related PMS and/or CMYK color codes should be provided.
- Submitted final file should be a "vector" type file and all fonts should be converted to outlines/paths.
  - Example acceptable formats: Adobe (Illustrator, InDesign and Photoshop)
  - Example acceptable file types: EPS, TIF, JPG
  - **DO NOT USE:** GIF, DOC or PPT

### ARTWORK TEMPLATE

Below is a template for the layout of your graphic.

- The template is at full size
- **Magenta** line is the outer frame dimension template
- **Cyan** line is the construction bleed. While this area will, most likely, not be visible on the final piece, it is important for the production process that it is included in the artwork.
- **Green** represents the critical graphic area. Please be sure to keep all vital design elements within this area.
- No graphic distortion or wrapping is required.



Please send a low resolution .PDF proof of your backdrop to [uplingsponsors@nthdegree.com](mailto:uplingsponsors@nthdegree.com) for review/approval by **July 26th**. Once approved, you will receive instructions where to send your final artwork files.

## FREEMAN GENERAL INFORMATION

### TRANSLATION SERVICE

Freeman is pleased to offer a new service for our international exhibitors that provides quick interpretation and translation in 150 languages. This service will not only interpret for us on a three-way conversation, but also translate emails from customers. To access this feature you may contact Freeman Exhibitor Services at (714) 254-3410 or Freeman's Customer Support Center at (888) 508-5054 Toll Free US & Canada or (817) 607-5000 Local & International.

### HELPFUL HINTS

#### SAVE MONEY

Order early to take advantage of advance order discount rates, place your order by AUGUST 16, 2013.

#### AVOID DELAY

Ship early to avoid delays. Shipments arriving late at show site will cost you money, time and business!

#### SAFETY TIPS

Use a ladder, not a chair. Standing on chairs, tables and other rental furniture is unsafe and can cause injury to you or to others. These objects are not designed to support your standing weight.

Be aware of your surroundings. You are in an active work area with changing conditions during move-in and move-out. Pay attention. Look for obstacles, machinery and equipment that are in use.

Keep your eyes open for scooters and forklifts. The drivers of these vehicles may not be able to see you.

Stay clear of dock areas, trucks and trailers. These areas can be particularly dangerous.

Prevent electrical shocks, falling items and damage to materials. Do not attach items or equipment to the drapes or metal framework provided for your booth. This can cause serious injury or damage to materials.

We discourage children from being in the exhibit hall during installation and dismantle. If children are present during installation and dismantle, they must be supervised by an adult at all times.

Freeman does not ship or handle Hazardous Materials. If any materials you are shipping to the event fall into this category, please contact Freeman to be sure the material will be allowed at the facility and by the association. In addition, if authorized by the facility and the association, you will need to make separate arrangements for the transport and handling of the approved materials, since Freeman will not transport or handle them.

The operation or use of all motorized lifts and motorized material handling equipment for installation/dismantle of exhibits is NOT permitted by exhibitors or by their exhibitor appointed contractors (EAC's). Thank you for your cooperation.

### EXHIBITOR ASSISTANCE

For more information and helpful hints on pre-show procedures and move-in, please go to [www.freemanco.com/preshowFAQ](http://www.freemanco.com/preshowFAQ).

For more information and helpful hints on post-show procedures and move-out, please go to [www.freemanco.com/postshowFAQ](http://www.freemanco.com/postshowFAQ).

Call Freeman's Exhibitor Services department at (714) 254-3410 with any questions or needs you may have.

# F R E E M A N

901 E South Street  
Anaheim, CA 92805  
(714) 254-3410 Fax: (469) 621-5606  
FreemanAnaheimES@freemanco.com

**DISCOUNT PRICE  
DEADLINE DATE  
AUGUST 16, 2013**

**INCLUDE THIS FORM  
WITH YOUR ORDER**

NAME OF SHOW: **UPLINQ 2013 / SEPTEMBER 3 - 5, 2013**

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

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

CITY/STATE/ZIP: \_\_\_\_\_

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

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

CONTACT'S E-MAIL: \_\_\_\_\_

E-MAIL FOR INVOICE: \_\_\_\_\_ ☐ Check if you are a new Freeman customer  
Invoices will be sent by e-mail; please provide e-mail address of the person who reconciles your invoices if different than contact's email.

## METHOD OF PAYMENT

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

### ☐ COMPANY CHECK

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

Please reference (306324) on your remittance.

### ☐ CREDIT/DEBIT CARD

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

☐ AMERICAN EXPRESS ☐ MASTER CARD ☐ VISA

**FREEMAN NOW ACCEPTS DEBIT CARDS**

ACCOUNT NO.: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

CARDHOLDER NAME (PRINT): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

CARDHOLDER BILLING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

## ENTER TOTALS HERE

FURNISHINGS & ACCESSORIES	CARPET	CLEANING/ SHAMPOOING	PORTER SERVICE	RENTAL EXHIBITS & ACCESSORIES	SIGNS	INSTALLATION LABOR	DISMANTLE LABOR
MATERIAL HANDLING	RIGGING INSTALLATION	RIGGING DISMANTLE	EXHIBIT TRANSPORTATION	HANGING SIGNS			GRAND TOTAL

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

### TELL US WHAT YOU THINK

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

<http://feedback.freemanco.com/?306324>

# F R E E M A N

901 E South Street  
Anaheim, CA 92805  
(714) 254-3410 Fax: (469) 621-5606  
FreemanAnaheimES@freemanco.com

UPLINQ 2013 / SEPTEMBER 3 - 5, 2013

In order to authorize Freeman to invoice a third party for payment of services rendered to exhibitors, both the exhibiting company and the third party must complete this form and return it at least 14 days prior to show move-in.

## EXHIBITING COMPANY AUTHORIZATION OF THIRD PARTY BILLING

"We understand and agree that we, the exhibiting company, are ultimately responsible for payment of charges and agree by submitting this form or ordering materials or services from Freeman, to be bound by all terms and conditions as described in the Terms & Conditions section of this service manual. In the event that 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 exhibiting company. All invoices are due and payable upon receipt, by either party. The items checked below are to be invoiced to the third party."

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

EXHIBITOR NAME: (PLEASE PRINT)

EXHIBITOR SIGNATURE:

DATE:

## EXHIBITING COMPANY INFORMATION

EXHIBITING COMPANY NAME:

BOOTH #:

EXHIBITING COMPANY ADDRESS:

CITY/STATE/ZIP:

PHONE:

EXT:

FAX:

CONTACT'S E-MAIL:

Indicate which services are to be invoiced to the Third Party:

☐ ALL FREEMAN SERVICES

☐ FREEMAN EXHIBIT TRANSPORTATION

☐ I&D LABOR/SUPERVISION

☐ RENTAL FURNITURE/CARPET/SIGNS

☐ MATERIAL HANDLING/IN & OUT

☐ BOOTH CLEANING

☐ OTHER \_\_\_\_\_

## THIRD PARTY COMPANY INFORMATION

THIRD PARTY COMPANY NAME:

CONTACT NAME:

THIRD PARTY BILLING ADDRESS:

CITY/STATE/ZIP:

PHONE:

EXT:

FAX:

CONTACT'S E-MAIL:

E-MAIL FOR INVOICE:

Invoices will be sent by e-mail; please provide the e-mail address of the person who reconciles your invoices if different than contact's e-mail.

## THIRD PARTY CREDIT/DEBIT CARD AUTHORIZATION

☐ AMERICAN EXPRESS

☐ MASTERCARD

☐ VISA

**FREEMAN NOW ACCEPTS DEBIT CARDS**

ACCOUNT NO:

EXP. DATE:

CARDHOLDER NAME (PLEASE PRINT):

CARD TYPE:

AUTHORIZED SIGNATURE:

CARDHOLDER BILLING ADDRESS:

CITY/STATE/ZIP:

02/12 (306324)

FREEMAN third party authorization

# F R E E M A N

901 East South St | Anaheim, CA 92805  
PH: 714-254-3400 Fax: 469-621-5602  
ATTN: Jessica Baxter  
Job Number: 28-TBD

Email completed forms to  
[jessica.baxter@freemanco.com](mailto:jessica.baxter@freemanco.com)

EARLY ORDER  
DEADLINE DATE:

August 20, 2013

audio visual & computers

FREEMAN

NAME OF SHOW: **UPLINQ 2013 Conference**

SHOW INFORMATION: **September 3-5, 2013 / Hilton Bayfront San Diego / San Diego, CA**

EXHIBITING COMPANY NAME:

BOOTH #:

EXHIBITING COMPANY ADDRESS:

(CITY)

(STATE)

(ZIP)

PRINT NAME:

SIGNATURE:

E-MAIL:

PHONE:

EXT.:

FAX:

ON-SITE CONTACT:

ON-SITE CONTACT CELL #:

## METHOD OF PAYMENT

YOUR SIGNATURE BELOW DENOTES ACCEPTANCE OF FREEMAN'S TERMS AND CONDITIONS.

### EXHIBITOR AUTHORIZATION

#### ☐ COMPANY CHECK

Please make checks 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 job # on your remittance.**

#### ☐ CREDIT CARD

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

#### ☐ BANK TRANSFER

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

*Wire Transfer*

ABA # 0260009593 ACCT # 4426831545 Freeman Audio Visual Solutions

*International Wire Transfer*

Swift Code: BOFAUS3N ACCT # 4426831545 Freeman Audio Visual Solutions

*ACH Direct Deposit*

ABA # 111000012 ACCT # 4426831545 Freeman Audio Visual Solutions

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

**Note: Customers are responsible for any bank processing fees.**

☐ AMERICAN EXPRESS

☐ MASTERCARD

☐ VISA

ACCOUNT NO.:

EXP. DATE:

CARDHOLDER NAME(PRINT):

SIGNATURE:

CARDHOLDER BILLING ADDRESS:

CITY/STATE/ZIP:

### THIRD PARTY AUTHORIZATION

**FOR USE BY AN EXHIBITOR APPOINTED CONTRACTOR:** We understand and agree that we, the exhibiting firm, are ultimately responsible for payment of charges and agree to be bound by all terms and conditions as described on both sides of this form. In the event that the named third party does not discharge payment of the invoice prior to the last day of the show, charges will revert to the exhibiting company. All invoices are due and payable upon receipt, by either party.

EXHIBITOR NAME:

EXHIBITOR SIGNATURE:

THIRD PARTY AGENT:

CREDIT CARD ACCOUNT NO.:

EXP. DATE:

CARDHOLDER NAME:

AUTHORIZED SIGNATURE:

PRINT NAME:

COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE:

EXT.:

FAX:

E-MAIL:

Visit us at [www.freemanco.com](http://www.freemanco.com)



NAME OF SHOW: **UPLINQ 2013 Conference**

COMPANY NAME:

BOOTH #:

## AUDIO/VIDEO EQUIPMENT

Description	Qty.	Early Order Show Rate	Standard Show Rate	Total
<b>FLAT SCREEN DISPLAYS AND ACCESSORIES</b>				
20" LCD Flat Screen w/Wall Mount, Data Only Aspect Ratio 4:3		@ \$ 160.00	@ \$ 208.00	
24" LCD Flat Screen w/Wall Mount, 1080P Aspect Ratio 16:9, High Definition		@ \$ 250.00	@ \$ 325.00	
32" LCD Flat Screen w/Wall Mount • Aspect Ratio 16:9, High Definition		@ \$ 450.00	@ \$ 585.00	
42" Plasma Monitor w/Wall Mount • Aspect Ratio 16:9, High Definition		@ \$ 530.00	@ \$ 689.00	
46" LCD Flat Screen w/Wall Mount, 1080P • Aspect Ratio 16:9, High Definition		@ \$ 675.00	@ \$ 877.50	
50" Plasma Monitor w/Wall Mount • Aspect Ratio 16:9, High Definition		@ \$ 790.00	@ \$ 1,027.00	
60" Plasma Monitor w/Wall Mount Aspect Ratio 16:9, High Definition		@ \$ 1,120.00	@ \$ 1,456.00	
65" Plasma Monitor w/Wall Mount, 1080P • Aspect Ratio 16:9, High Definition		@ \$ 1,800.00	@ \$ 2,340.00	
Flat screen display will be used in the following configuration [choose one]				
Single Post Stand, for 17", 20", and 24" monitors Flat Screen Monitors Only		@ \$ 100.00	@ \$ 130.00	
Dual Post Plasma Stand, for 32" monitors and larger		@ \$ 150.00	@ \$ 195.00	
<b>•NOTE: No Charge for Speakers on designated (•) Flat Screen Monitors.</b>				
<b>Wall or truss mounted Flat Screen Monitors may require additional labor.</b>				
<b>VIDEO PLAYERS RECORDERS</b>				
DVD Player (Consumer Grade)		@ \$ 80.00	@ \$ 156.00	
Blu-ray DVD Player with auto repeat		@ \$ 100.00	@ \$ 195.00	
<b>AUDIO EQUIPMENT</b>				
Small High Performance P.A. System (2 Sm. Speakers, 1 mixer/amp)		@ \$ 220.00	@ \$ 286.00	
Wireless Microphone (hand or headset)		@ \$ 160.00	@ \$ 208.00	
Anchor AN1000 Powered Speaker w/Stand		@ \$ 50.00	@ \$ 65.00	
<b>POPULAR AUDIO VISUAL PACKAGES</b>				
24" LCD (1080P, 16:9, High Def), Single Post Stand and DVD Player		@ \$ 325.00	@ \$ 422.50	
42" Flat Screen (16:9, High Def), Dual Post Stand and DVD Player		@ \$ 685.00	@ \$ 890.50	
Large High Performance P.A. System (2 Lg Speakers, 1 Mixer Amp), Wired Mic with stand		@ \$ 450.00	@ \$ 585.00	
50" Flat Screen, Dual Post Stand, Blu-Ray or DVD Player, Large High Performance P.A. System and Wired Mic with Stand		@ \$ 1,750.00	@ \$ 2,275.00	
<b>PROJECTION EQUIPMENT - PROJECTORS AND SCREENS</b>				
Freeman offers a wide variety of LCD and DLP projectors and screens to meet your specific needs. Please call us for a consultation.				

audio visual &amp; computers

FREEMAN



NAME OF SHOW: **UPLINQ 2013 Conference**

COMPANY NAME:

BOOTH #:

Description	Qty.	Early Order Show Rate	Standard Show Rate	Total
<b>COMPUTERS AND ACCESSORIES</b>				
Desktop Computer, w/monitor	<input type="text"/>	@ \$ 275.00	@ \$ 357.50	<input type="text"/>
Laptop - PIV 2GHz/512MB RAM/DVD/Win XP	<input type="text"/>	@ \$ 325.00	@ \$ 422.50	<input type="text"/>
Computer Speakers	<input type="text"/>	@ \$ 30.00	@ \$ 39.00	<input type="text"/>
Wireless Presentation Mouse	<input type="text"/>	@ \$ 40.00	@ \$ 52.00	<input type="text"/>
Keyboard/Mouse Set	<input type="text"/>	@ \$ 50.00	@ \$ 65.00	<input type="text"/>
HP Laser Printer 40PPM	<input type="text"/>	@ \$ 195.00	@ \$ 253.50	<input type="text"/>
<b>NOTE: All computers include Microsoft Office. Additional models, speeds, and configurations are available, customized to your needs.</b>				

#### ADDITIONAL EQUIPMENT NOT LISTED

**Please call 1-714-254-3400 to inquire about specialty audio visual equipment and services not listed such as model specific equipment, computers, truss, motors, lighting and large format video solutions.**

#### QUOTED ADDITIONAL EQUIPMENT NOT LISTED ON ORDER FORM

<input type="text"/>	<input type="text"/>	@ \$ <input type="text"/>	@ \$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	@ \$ <input type="text"/>	@ \$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	@ \$ <input type="text"/>	@ \$ <input type="text"/>	<input type="text"/>

#### CALCULATING YOUR ORDER

Equipment Subtotal .....=

Handling Charge **Includes delivery, set up, and dismantle:**

30 % of equipment subtotal for **orders \$3000 and under** (\$155 minimum).....=

**\*\*For orders exceeding \$3000 , please contact Exhibitor Services**

**at 714-254-3400 for a labor quote based on the hourly rates listed below.**

Hourly Labor Rates:

\$77.50 /hr Straight Time (Between 8:00 am - 5:00 pm, Mon. - Fri.)

\$116.25 /hr Over Time (Between 5:00 pm - 8:00 am, Mon. - Fri., all day Sat./Sun.)

**Additional labor required for wall or truss mounted Flat Screen Monitors (if applicable)**

**Total Charges** .....=

#### QUICK TIPS

- Equipment rentals are based on SHOW RATES. Single day rentals are available.
- Orders confirmed before the deadline will receive the early order show rate.
- A representative must be in your booth to sign for delivery of the equipment.
- All payments must be made in advance in U.S. Funds.
- Electrical Services are not included in equipment pricing.
- For Equipment not listed or assistance in completing your order, please contact an Exhibitor Services Representative Jessica Baxter at 1-714-254-3491.
- Items ordered after deadline date are subject to availability and applicable freight charges.
- Cancellation of equipment rental and services must be received by deadline date to avoid a minimum one day charge on equipment. If equipment and services have already been provided at the time of cancelation, a handling charge and a minimum one day charge on equipment will be applied.

Visit us at [www.freemanco.com](http://www.freemanco.com)

## PAYMENT AND LABOR TERMS & CONDITIONS

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 BU THE EXHIBITOR OR WORK IS PERFORMED ON BEHALF OF EXHIBITOR BY LABOR SECURED THROUGH FREEMAN.

### DEFINITIONS

For purposes of this Contract "Freeman" means Freeman Decorating Services, Inc. ("FDIS"). Freeman Decorating Ltd. Freeman Audio Visual Solutions, Inc., and their respective employees, directors, officers, agents, assigns, affiliated companies, and related entities. 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 at the time the order is placed. Purchase orders are not considered payment. All payments must be in U.S. funds and all checks must be drawn on a U.S. bank. Orders received without advanced payment or after the deadline date will incur additional After Deadline charges as indicated on each order form. All materials and equipment are on rental basis for the duration of the show or event and remain the property of Freeman except where specifically identified as a sale. All equipment rentals are based on Show Rates and apply only to Show Days. Rental prices on Audio Visual equipment (including computers) do not include labor, delivery, electrical sevicees or removal of the equipment from the booth. Exhibitor agrees to use all rental equipment with reasonable care to prevent excessive wear and tear and/or damage to Freeman's property. Exhibitor will notify Freeman immediately of any damage to rental equipment and agrees to be billed for any damage to, or loss of, rental equipment rented to Exhibitor. In case of cancellation of any labor orders by Exhibitor, a one-hour "per person, per hour" charge will be applied for all labor and equipment orders that are cancelled in writing at least 24 hours prior to the scheduled start time. If Prestige Carpet, Custom-Cut Carpet, Modular Rental Exhibits, Audio Visual and/or Computer Equipment 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 cancelled because of reasons beyond Freeman's control, Exhibitor remains responsible for all charges for services and equipment provided up to and including the date of cancellation. Freeman will not issue refunds to exhibitor of any payments made before the date of cancellation. It is the Exhibitor's responsibility to advise the Freeman Service Center Representative of problems with the orders, and to check the Exhibitor's invoice for accuracy prior to the close of the Show or Event. If Exhibitor is exempt from payment of sales tax, freeman requires an exemption certificate for the State in which the services are to be used. Resale certificates are not valid unless Exhibitor is rebilling these charges to its customer. For International Exhibitors, Freeman requires 100% prepayment of advanced orders, and any order or services placed at show site must be paid at the show. For all others, should there be any preapproved 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 PERCENT RATE of 18%, and future orders will be on 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 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 for collection or suit, Exhibitor agrees to pay all legal and collection cost. 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. Freeman reserves the right to charge Exhibitor for the difference between the Exhibitor's estimate of charges and the actual charges incurred by Exhibitor, or for any charges that Freeman may be obligated to pay on behalf of Exhibitor, including without limitation, any shipping charges. If Exhibitor provides a credit card for payment and charges are rejected by the Exhibitor's credit card company for any reason, Freeman hereby provides notice that it reserves the right, and Exhibitor authorizes Freeman, to continue to attempt to secure payment through that credit card for as long as unpaid balances remain on the Exhibitor's account. Exhibitor hereby grants a lien on its property in Freeman's possession to the extent of any outstanding obligations owned to Freeman by Exhibitor.

**LABOR UNDER SUPERVISION OF EXHIBITOR:** Exhibitor shall be responsible for the performance of labor provided under this section. It is the responsibility of Exhibitor to supervise labor secured through Freeman in a reasonable manner as to prevent bodily injury and/or property damage and also to direct them to work in a manner that is in compliance with Freeman's Safe Work Rules and/or Federal State, County and Local ordinances, rules and/or regulations, including but not limited to Show or Facility Management rules and/or regulations. It is the responsibility of Exhibitor to check in with the Service Desk to pick up labor, and to return to the Service Desk to release labor when the work is completed. **INDEMNIFICATION:** Exhibitor agrees to indemnify, hold harmless, and defend Freeman from and against any and all demands, claims, cause of action, fines, penalties, damages, liabilities, judgements, and expenses (including but not limited to reasonable attorney's fees and investigation costs) arising out of work performed by labor provided by Freeman but not 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.

**ELECTRICAL ORDER FORM****Advance Payment Deadline Date: 08/21/13**

**ELECTRICAL EXHIBITION SERVICES**  
 1844 Imperial Avenue, San Diego, CA 92102  
 Ph: (619) 696-6625 Fax: (619) 696-7762  
 SanDiego@edlen.com

<b>COMPANY:</b>		<b>BTH #</b>	
<b>EVENT:</b>	<b>Qualcomm Uplinq 2013</b>		
<b>FACILITY:</b>	<b>Hilton San Diego Bayfront</b>		
<b>DATES:</b>	<b>September 3-5, 2013</b>		

**FOR YOUR CONVENIENCE PLACE YOUR ORDER ONLINE AT WWW.EDLEN.COM**

<b>ORDER INSTRUCTIONS</b>
<b>120 VOLT POWER DELIVERY</b>
The cost of 120-Volt outlets includes delivery to one location in island booths and to one location at the rear of inline or peninsula booths. If you require the outlets to be distributed to any other location, material and labor charges apply. There is a minimum charge of 1 hour for installation & 1/2 hour for removal. Complete and return the Electrical Labor Order Form along with a floor plan layout of your booth space indicating outlet locations.
<b>ISLAND BOOTHS</b>
Include a floor plan layout of your booth space indicating all outlet locations with measurements and orientation. If a main power drop/delivery location is not indicated on the floor plan, Edlen will deliver to the most convenient location.
<b>208/480VOLT SERVICES</b>
If you require 208 volt or higher services please call for a quote. Edlen electricians must make all high voltage connections and disconnects. This is done on a time and material basis. Please complete the Electrical Labor Order Form to schedule your estimated connection time and return it with this order form.
<b>24 HOUR SERVICES</b>
Electricity will be turned on within 30 minutes of show opening and off within 30 minutes of show closing, show days only. If you require power at any other time order 24 hour power at double the outlet rate.
<b>LIGHTING</b>
Overhead lights are installed on time and material basis. In the event 1000 watt overhead quartz lights cannot be mounted to existing catwalks in the convention hall, lift charges will apply. Call for quote. Pole lights are installed at rear or side rail of in-line booths. Time and material applies to all other locations.
Form 120V-022213

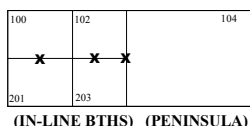
<b>ELECTRICAL OUTLETS</b> Approximately 120V/208V A.C. 60 Cycle - Prices are for entire event					
	QTY Show Hours Only	QTY 24hrs/day Double rate	ADVANCE PAYMENT PRICE	REGULAR PAYMENT PRICE	TOTAL COST
<b>120 VOLT</b>					
500 WATTS (5 AMPS)	_____	_____	130.00	195.00	_____
1000 WATTS (10 AMPS)	_____	_____	232.00	348.00	_____
1500 WATTS (15 AMPS)	_____	_____	282.00	423.00	_____
2000 WATTS (20 AMPS)	_____	_____	299.00	449.00	_____
<b>MISC. REQUIREMENTS</b>					
_____	_____	_____			_____
_____	_____	_____			_____
_____	_____	_____			_____
<b>LIGHTS</b> (Cost of Arm & Pole lights include power and 1 hour labor to install and remove)					
1000 WATT OVERHEAD LIGHT			280.00	420.00	_____
8' POLE LIGHT WITH 1 FIXTURE			130.00	195.00	_____
8' POLE LIGHT WITH 2 FIXTURES			172.00	258.00	_____
<b>MATERIAL RENTAL</b> (Exhibitor must pick up items at electrical service center on show site)					
15' EXTENSION CORDS				23.00	_____
POWER STRIPS				23.00	_____
<b>ELECTRICAL LABOR</b>					
ST (Mon-Fri, 8am-4:30pm, excluding holidays)				112.00	_____
OT (Mon-Fri, 4:30pm-8am, Sat, Sun & holidays)				224.00	_____
<b>PLACE TOTAL HERE</b>					
PRINT NAME:			BOOTH #:		
AUTHORIZED SIGNATURE:					
EMAIL:			PHONE:		
<b>TERMS &amp; CONDITIONS:</b> I agree in placing this order that I have accepted Edlen's payment policy and the terms and conditions of contract.					
<b>The "Method of Payment" form must be completed and returned with this order form.</b>					

## TERMS & CONDITIONS

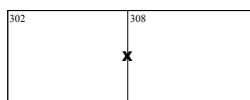
1. Order with payment & floor plan (for island booths or any booth requiring distribution of electrical services) must be received no later than the deadline date on the front of this form for advance payment rates to apply. Orders faxed or mailed without payment and required floor plan will not be guaranteed advance rates. Orders received after the deadline date will be charged at the regular rate. A purchase order or photocopy of a check are not considered valid forms of payment for securing advanced rate.
2. In the event order totals are calculated incorrectly, Edlen reserves the right to make the necessary corrections and charge the corrected amount. Exhibitors will be notified by email or fax of any such corrections.
3. Outlet rates listed include bringing the services to one location in island booths and to one location at the rear of in-line and peninsula booths.
4. Outlet rates listed **do not** include the connection of any equipment, special wiring, or distribution of the outlets to other location's within the booth space. Distribution to all other locations *regardless of booth type* require labor and is performed on a time and material basis. Exhibitors are invited to contact the local Edlen office to discuss any additional costs that may be incurred.
5. A separate outlet must be ordered for each location where an electrical service is required. 5 amps or 500 watts is the minimum amount of power that can be ordered for any one location. Power must be ordered according to peak amperage ratings.
6. Island booths - If a floor plan showing main power location is not submitted to Edlen prior to our first move-in date, Edlen will deliver the power to the most convenient location.
7. Labor rates are based on current wage scales and are subject to change in the event of a wage increase after rates have been published. A minimum charge of (1) hour labor will apply for all installation work. The removal of this work will be charged a minimum of 1/2 hour or 1/2 the total time of installation.
8. In the event 1000 watt overhead quartz lights cannot be mounted to existing catwalks in the convention hall, lift and labor charges will apply. Please contact our local office to discuss any additional charges.
9. Edlen employees are authorized to cut floor coverings when essential for installation of services unless otherwise directed.
10. Edlen is the exclusive provider of all material and equipment used in the distribution of temporary electrical services throughout the exhibit hall including the exhibitors booth space. This material is provided on a rental basis ONLY and remains the property of Edlen. It shall be removed only by Edlen employees.
11. Any extension cords or power strips ordered on the front of this form should be picked up at the service desk. Credit will not be not issued for unused items.
12. Standard wall and other permanent building utility outlets or sockets are not part of a booth space and may not be used by exhibitors unless electrical services have been ordered through Edlen.
13. All equipment regardless of source of power, must comply with federal, state and local codes. Edlen reserves the right to inspect all electrical devices and connections to ensure compliance with all codes, for which labor charges can be incurred. Edlen is required to refuse connections where the Exhibitor wiring or equipment is not in accordance with electrical codes.
14. All electrical equipment must be properly tagged and wired with complete information as to the type of current, voltage, phase, cycle, horsepower, etc., required for operation.
15. All Exhibitors' cords must be a minimum of 14 gauge, 3 wire and grounded. Two (2) wire extension cords are not allowed. All exposed, non-current carrying metal parts of fixed equipment which are liable to be energized, shall be grounded.
16. Payment in full must be rendered during the event. Exhibitors ARE NOT billed for services provided. Services may be interrupted if payment is not received.
17. Credit will not be given for services installed and not used. All orders are subject to a 25% cancellation fee if cancelled in writing & received by Edlen within 14 calendar days prior to show opening. Except sales tax, Edlen will not refund overpayment in amounts less than \$50.00 unless specifically requested in writing.
18. Claims will not be considered or adjustments made unless filed in writing by Exhibitor prior to the close of the event.
19. Exhibitor holds Edlen harmless for any and all losses of power beyond Edlen's control, including, but not limited to, losses due to utility company failure, permanent power distribution failure, power failure caused by vandalism, faulty Exhibitor equipment or overloads caused by Exhibitor.
20. It is agreed that in the event it becomes necessary to turn this matter over to an attorney for collection, or to file a lien, or foreclosure, or otherwise, Exhibitor will pay Edlen its attorney fees or applicable agency fees.
21. A service charge of 1.5% per month on any unpaid balances will be assessed starting 10 days after date of invoice. A \$25.00 service charge will be assessed for all returned checks and credit cards. Exhibitor agrees to reimburse Edlen for all applicable rental taxes.
22. By signing this and/or the Method of Payment form, exhibitor hereby agrees to all terms and conditions on this order form.

### COMMONLY ASKED QUESTION - WHERE WILL MY OUTLET BE LOCATED?

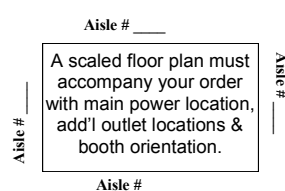
Outlets are located as depicted below for inline & peninsula booths. All other locations require labor on a time & material basis. Exhibitors with hard wall booths must make arrangements with Edlen to bring power inside the booth on a time and material basis.



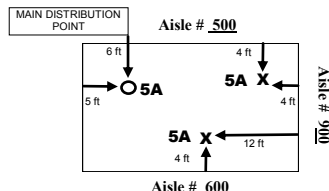
(IN-LINE BTHS) (PENINSULA)



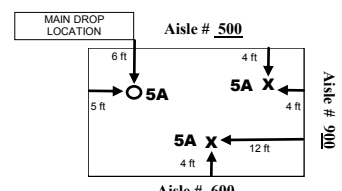
(BACK TO BACK PENINSULAS)



ISLAND BOOTHS



EXAMPLE-FLOOR POWER



EXAMPLE-CEILING POWER

FOR OTHER COMMONLY ASKED QUESTIONS VISIT OUR WEB SITE @ [WWW.EDLEN.COM](http://WWW.EDLEN.COM)  
OR CALL THE NUMBER ON THE FRONT OF THIS FORM.

# ELECTRICAL LABOR FORM

Advance Payment Deadline Date: **08/21/13**



**ELECTRICAL EXHIBITION SERVICES**  
1844 Imperial Avenue, San Diego, CA 92102  
Ph: (619) 696-6625 Fax: (619) 696-7762  
SanDiego@edlen.com

<b>COMPANY:</b>		<b>BTH #</b>	
<b>EVENT:</b>	<b>Qualcomm Uplinq 2013</b>		
<b>FACILITY:</b>	<b>Hilton San Diego Bayfront</b>		
<b>DATES:</b>	<b>September 3-5, 2013</b>		

## ELECTRICAL JURISDICTION

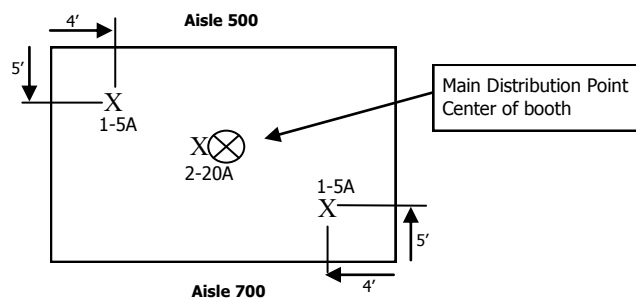
The work described below falls within the jurisdiction of the electrical union and cannot be performed by any other union, I&D house or exhibitor. Please feel free to contact our office for clarification of scope of work.

### ELECTRICAL LABOR IS REQUIRED FOR THE FOLLOWING WORK

- |  |   |
|--|---|
| 1. Electrical distribution under carpet      | 5. Wiring of overhead signs                                       |
| 2. Connection of all 208V or higher services | 6. Assembly & Installation of lighting hung from truss or ceiling |
| 3. Hardwiring of any electrical apparatus    | 7. Installation of lighting requiring tools for installation      |
| 4. Overhead power distribution               |   |

### POWER DISTRIBUTION - PLEASE PROVIDE THE FOLLOWING INFORMATION

- Floor Plan layout of your booth space:
  - Floor plans must include exact outlet locations with dimensions or be to scale.
  - Floor plans must reflect booth orientation. Please note surrounding booth or aisle numbers.
  - Power comes from the floor. Identify a main power location we can deliver the power to. Power is distributed from that point.  
Example: 20x30 Island Booth



- Date you will begin building your booth \_\_\_\_\_ Estimated time \_\_\_\_\_
- Show Site Contact with authority to make additions or changes to your order  
Contact Name \_\_\_\_\_  
Contact Company \_\_\_\_\_  
Contact Cell # \_\_\_\_\_
- Credit card information must be on file before any labor begins in your booth space. Please provide this information on your method of payment form.

**PLEASE USE THE BACK OF THIS FORM TO REQUEST ALL OTHER ELECTRICAL LABOR**

# ELECTRICAL LABOR FORM

Advance Payment Deadline Date: 08/21/13



**ELECTRICAL EXHIBITION SERVICES**  
1844 Imperial Avenue, San Diego, CA 92102  
Ph: (619) 696-6625 Fax: (619) 696-7762  
SanDiego@edlen.com

<b>COMPANY:</b>		<b>BTH #</b>	
<b>EVENT:</b>	<b>Qualcomm Uplinq 2013</b>		
<b>FACILITY:</b>	<b>Hilton San Diego Bayfront</b>		
<b>DATES:</b>	<b>September 3-5, 2013</b>		

## ELECTRICAL LABOR/LIFT RATES & RULES

Please be advised that labor start times cannot be guaranteed. If no time is provided, work will be performed on a first-come first-serve basis. A representative must come to Edlen's Labor Desk prior to each individual labor call to confirm that booth is ready for such labor. If labor is dispatched at the requested time and no "exhibitor supervisor" is available, a minimum 1/2 hour labor charge per electrician will apply. A minimum labor charge of 1 hour will apply per man for installation. Dismantle time will be calculated at 1/2 of the total installation time.

### LABOR RATES

Straight time ..... 112.00 per hour

Monday-Friday 8:00am - 4:30pm, excluding holidays

Overtime ..... 224.00 per hour

Monday-Friday 4:30pm - 8:00am, all day Saturday, Sunday & Holidays

### LIFT RATES

Lift ..... 120.00 per hour

Lift charges will apply to for all overhead work such as; light installation overhead, power or data cable distribution overhead, hanging signs, etc. Lift cost does not include operator.

## LABOR REQUIRMENTS (Please complete all the sections below)

If you require any additional electrical work in your booth, please provide us with a production schedule with the dates, times, number of men required and the type of work requested. This will assist us in accommodating your labor needs.

### Example

Day	Monday	Date	1/5	# Men	4	Time	8:00 am	Work required	Assemble & hang truss/lights
Day	Tuesday	Date	1/6	# Men	1	Time	12:30pm	Work required	Wire electric sign

Day		Date		# Men		Time		Work required	
Day		Date		# Men		Time		Work required	
Day		Date		# Men		Time		Work required	
Day		Date		# Men		Time		Work required	
Day		Date		# Men		Time		Work required	
Day		Date		# Men		Time		Work required	

## SHOW SITE SUPERVISOR

Contact Name:		Company:	
Cell Number:		Email address:	

## PLEASE PROVIDE CREDIT CARD INFORMATION ON THE METHOD OF PAYMENT FORM

Credit card information must be on file before any of the requested labor is performed.

# METHOD OF PAYMENT FORM

Advance Payment Deadline Date: 08/21/13



ELECTRICAL EXHIBITION SERVICES

1844 Imperial Avenue

Phone: (619) 696-6625 Fax: (619) 696-7762

SanDiego@edlen.com

COMPANY:

BTH #

EVENT: Qualcomm Uplinq 2013

FACILITY: Hilton San Diego Bayfront

DATES: September 3-5, 2013

## EXHIBITOR INFORMATION

COMPANY NAME:

PHONE:

ADDRESS:

FAX:

CITY:

ST:

ZIP:

COUNTRY:

CELL:

EMAIL:

## METHOD OF PAYMENT

All transactions require a credit card on file with proper authorization. In addition to checks, Edlen also accepts American Express, Master Card, Visa, Discover, ACH and Wire Transfers. Indicate form of payment below.

### ☐ COMPANY CHECK

Please make check payable to: Edlen Electrical. All foreign checks must be drawn on U.S. Banks only. For those booths that require labor a credit card must be on file. Please reference the Event # listed above on your remittance.

### ☐ BANK WIRE TRANSFER INFORMATION \*

Bank transfer to Bank of America

Wire Transfer:

ABA#: 026009593 Acct: 33855214

International Wire Transfer:

Swift Code: BOFAUS3N Acct: 33855214

\* \$25 processing fee MUST be included with transfer.

### ☐ CREDIT CARD

For your convenience, we will use this authorization to charge any remaining balances on your account prior to event closing. A copy of final charges will be sent to the email address provided in the payment information section.

### ☐ ACH ELECTRONIC PAYMENT TRANSFER

Bank of America ABA# 125000024 Acct: 33855214

6900 Westcliff Drive, Las Vegas, NV 89145

Phone: 888.852.5000 Ext 6007

Please note the financial institution MUST be based in the US. In order to avoid a transfer fee, you must notify the financial institution that you wish to make an ACH electronic payment transfer.

☐ VISA ☐ MASTER CARD ☐ AMX ☐ DISCOVER

## CHECK AND CREDIT CARD INFORMATION

CHECK #

CREDIT CARD NUMBER:

EXP DATE:

CARD HOLDER SIGN:

PRINT NAME:

EMAIL ADDRESS:

THIRD PARTY: YES or NO

CREDIT CARD ADDRESS INFORMATION IF DIFFERENT THAN INFORMATION ABOVE

ADDRESS:

CITY:

ST:

ZIP:

By signing and placing this order, I accept all payment policies and the terms and conditions outlined on all service order forms completed.

PLEASE  
SIGN

AUTHORIZED SIGNATURE

PRINT NAME

DATE

## SERVICE TOTALS

ELECTRICAL/LABOR/MATERIAL

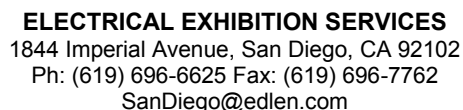
PLUMBING

LIGHTING

TOTAL DUE



**Advance Payment Deadline Date: 08/21/13**



<b>COMPANY:</b>		<b>BTH #</b>	
<b>EVENT:</b>	<b>Qualcomm Uplinq 2013</b>		
<b>FACILITY:</b>	<b>Hilton San Diego Bayfront</b>		
<b>DATES:</b>	<b>September 3-5, 2013</b>		

Indicate booth type: Island ☐ Peninsula ☐ Inline ☐ Provide aisle or adjacent booth #'s for orientation

Power is brought to one location in island booths and then distributed from that point. Indicate this location and all other outlet locations using the legend below:

**X** = Main Distribution Point   **◆** = 5amp/500watt   **▲** = 10amp/1000watt   **★** = 15amp/1500watt   **●** = 20amp/2000 watt

Indicate the layout scale and total square footage. Example: 1 Square = 1 Foot

Square =      Ft      Total Square Footage =

Adjacent Booth or Aisle #

[illegible]

Adjacent Booth or Aisle #

Adjacent Booth or Aisle # \_\_\_\_\_

Adjacent Booth or Aisle #





# SHORT TERM

PLANT RENTAL, INC.

448 Terraine Avenue  
Long Beach, CA 90814

(562) 494-7777

Fax (562) 498-3800

www.shorttermplantrental.com

## UPLINQ 2013

Hilton San Diego Bayfront

September 3-5, 2013

QUALITY AND SERVICE

Cost Each

Quantity

Total

### RENTAL

3 Foot Green Plant 45.00

4 Foot Green Plant 55.00

5 Foot Green Plant 65.00

6 Foot Green Plant 75.00

Boston Fern Regular 30.00

Boston Fern Large 40.00

Regular 6" Ivy 30.00

Large 8" Ivy 40.00

Regular 6" Pothos 30.00

Large 8" Pothos 40.00

### BLOOMING PLANTS

Chrysanthemums Yellow 30.00

White 30.00

Lavender 30.00

Bromeliads 40.00

Azaleas (seasonal) 40.00

Kalanchoe 40.00

### PROFESSIONAL FLORAL SERVICE

Cut Flower Arrangement 16" high 75.00

Cut Flower Arrangement 24" high 95.00

Long Stem Roses 95.00

Bubble bowl (for business cards only) 30.00

TOTAL PLANTS AND FLOWERS .....

ADD 8.00% SALES TAX .....

TOTAL INCLUDING SALES TAX .....

SHOW ID # 8357-13

### SPECIAL SERVICES

AVAILABLE ON REQUEST

call us at (562) 494-7777

Floral Arrangements, Hospitality  
Suites, Luncheons and Banquets

### DESIGNER SERVICE

Our designers will be glad to make  
suggestions for your exhibit at no  
extra charge.

### ALL PRICES INCLUDE:

Installation

Servicing

Top Dressing

Decorative Containers

Removal at end of show

### ALL GREEN PLANTS FOR RENTAL ONLY

### CHOICE OF CONTAINERS

Please check one

☐ WHITE

☐ BLACK

### PAYMENT POLICY

ALL ORDERS MUST BE PAID  
IN FULL PRIOR TO THE  
OPENING OF THE SHOW

RETURN THIS ORDER FORM WITH CHECK TO SHORT TERM PLANT RENTAL, INC

OR FAX WITH CREDIT CARD INFO TO (562) 498-3800 or EMAIL tim@shorttermplantrental.com

Company \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Party in Charge \_\_\_\_\_ BOOTH # \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Credit Card \_\_\_\_\_ Visa \_\_\_\_\_ M/C \_\_\_\_\_ AmEx \_\_\_\_\_ Expiration Date \_\_\_\_\_

### 1. Uplinq 2013 Conference Management

Uplinq 2013 Conference (hereafter referred to as the "Conference") is managed by Nth Degree Incorporated ("Nth Degree") and Qualcomm Incorporated ("Qualcomm"). The Conference is the only wireless ecosystem conference that is anchored in the ecosystem's interest in building business around high-quality, compelling mobile apps and data services across all tiers of devices and multiple mobile operating systems. Nth Degree and Qualcomm reserve the right, at their sole discretion, to (i) refuse any Applications for Sponsorship and (ii) to revise or modify any of the provisions of the Sponsor Packages, including floor plans and timing.

### 2. Sponsor Qualifications and Commitment

Applicable requirements for Sponsors are set forth in the Application and accompanying materials describing the Sponsor Packages. Sponsors with space in the Showcase must staff their booth during all scheduled show times that are published in the Sponsor Exhibitor Manual.

### 3. Sponsorship Cancellation

Once an applicant has been awarded a Sponsorship, such applicant may cancel its Sponsorship by providing written notice to Nth Degree at the address below, subject to the following cancellation fees: If notice of cancellation is received on or before June 16, 2013, applicant will receive a 50% refund. Cancellations received after June 16, 2013 will not receive a refund.

PLEASE PROVIDE WRITTEN NOTICE OF CANCELLATION TO:

Nth Degree  
Attn: George Keegan  
2 Liberty Square, 8th Floor  
Boston, MA 02109

### 4. Assignment of Display Space

Showcase station assignment will be made by Sponsor and approved by Nth Degree and Qualcomm. Full payment must be made before any assignment of booth space is guaranteed. If payment in full is not made within 15 days of notification of acceptance of Sponsorship, Nth Degree may cancel the award of a Sponsorship and offer the Sponsorship to another applicant.

### 5. Sponsor Services

Upon Nth Degree's receipt of full Sponsorship payment, each Sponsor will receive one Sponsor Exhibitor Manual. Extra manuals will be available for no additional cost. All Sponsors must send literature, graphic/signage, equipment and giveaways to be used at their Showcase station to the general contractor in advance of the Conference. At the Sponsors expense additional signs, furniture and other booth furnishings may be ordered from the general contractor at its standard rates (price sheet will be included in the Sponsor Exhibitor Manual). A service desk will be maintained by the general contractor near the Showcase area during installation, exhibition and dismantling. Sponsors are not allowed to order different colored draperies. Carpeting will be provided in the showcase area. An order form for additional electrical connections will be in the Sponsor Exhibitor Manual.

### 6. Showcase Regulations

**Subletting of Space:** No Sponsor shall reassign or sublet any portion of space allocated to it for any products and/or services other than those produced or distributed by the Sponsor in the regular course of business. The sharing of Showcase station and/or signage is strictly prohibited. **Showcase stations:** Sponsors must use the booth properties provided by Nth Degree. Tabletop displays or other popup back walls are not permitted. **Audio Devices:** Exhibits that include the operation of musical equipment, radios, sound motion picture equipment, public address systems or any noisemaking devices must be operated so that the resulting noise will not annoy or disturb adjacent Sponsors. Such equipment requires advance written approval by Nth Degree. Sponsors may not make company announcements in the showcase area. **Compliance with Schedule:** All exhibits must be installed during the designated time. A \$200 security charge will be assessed to Sponsors wishing to set up after designated hours. Each Sponsor agrees to maintain installed space through all exhibit days and hours stated in this document. If a Sponsor dismantles its exhibit before the Conference ends, the exhibiting company may be prohibited from exhibiting in future Conferences. In the event the Sponsor fails to comply with any provisions concerning the use of display space, Nth Degree reserves the right to take possession of the space and shut down the booth.

### 7. Gifts, Contests and Other Promotions

All gifts, contests or other Sponsor promotions require advance written approval by Nth Degree and Qualcomm. Nth Degree and Qualcomm reserve the right to limit, prohibit or discontinue the distribution of gifts or other promotions. Demonstrations and distribution of circulars, promotional materials, samples, souvenirs, etc., must be confined to the limits of the Sponsor's booth. Sponsor staffs are prohibited from leaving their designated space to go to other exhibitors' spaces to solicit prospective clients or to disturb other exhibitors in any way.

### 8. Security

Although services of security personnel shall be retained by Nth Degree and Qualcomm during setup and show hours, as well as when the showcase is closed to attendees, no guarantees in such regard are provided, and Sponsors should take appropriate steps to ensure that any valuable or sensitive materials are not left unattended.

### 9. General Restrictions

Nth Degree and Qualcomm reserve the right, without recourse, to absolutely control or prohibit any exhibit or part of any exhibit that is determined at Nth Degree and Qualcomm's sole discretion to be not suitable or in keeping with the character of the Conference. This reservation concerns persons, things, conduct, printed matter, souvenirs, catalogs, etc. Aisle space may not be used for exhibit purposes or for display of signs. Distribution of cards, circulars, samples, or exhibit material is expressly forbidden in public areas outside the exhibit booth. Recruiting is not permitted.

### 10. Liability and Insurance

Each Sponsor agrees to indemnify, protect, save, and hold Nth Degree and Qualcomm and all agents and employees thereof forever harmless from and against (i) any damages or (ii) charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Sponsors or any persons acting on its behalf or under its direction. Furthermore, Sponsors shall at all times protect, indemnify, save, and hold harmless Nth Degree and Qualcomm from and against any and all losses, costs (including reasonable attorneys' fees), damages, liabilities and/or expenses arising from or out of any accident or bodily injury or other occurrence to any person or persons, including the Sponsor, its agents, employees, and business guests which arise from, or out of, or by reason of said Sponsor's occupancy and/or use of all or part of the exhibition premises. NTH DEGREE AND QUALCOMM SHALL NOT BE LIABLE, UNDER ANY THEORY OF LIABILITY, TO ANY SPONSOR OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR OTHER DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE CONFERENCE, REGARDLESS OF WHETHER NTH DEGREE AND/OR QUALCOMM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF NTH DEGREE AND QUALCOMM REGARDING ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, EXCEED THE AMOUNT PAID BY A SPONSOR FOR ITS SPONSOR PACKAGE.

### 11. Prohibition on Events, Activities and Entertainment

Sponsors agree not to Sponsor whole or partial group functions such as special events or other activities during the Conference and/or Showcase hours which would in any way interfere with any Conference sessions or events.

### 12. Fire Protection

All display materials brought or supplied by Sponsors must be flameproof and are subject to inspection by the Fire Department in the city where the Conference is conducted. No flammable fluids or substances or other dangerous materials may be used or shown.

### 13. Shipping Instructions

Sponsors must send all exhibits, graphic/signage literature and materials to be displayed in the Showcase station (unless small enough to be hand carried) to the general contractor in advance of the conference. Shipping instructions and schedule will be provided in the Sponsor Exhibitor Manual.

# FIRE DEPARTMENT REGULATIONS

## A. Inherently Fire Retardant or Flame Retardant Treatment

1. All decorations, drapes, signs, banners, plastic displays, hay, straw, moss, split bamboo and other similar materials **MUST BE FLAME RETARDANT** to the satisfaction of the Fire Department and the State Fire Marshal.
2. Table coverings must be flame retardant treated unless they lay flat, with an overhang no greater than 6".
3. Oilcloth, tar paper, sisal paper, nylon, orlon and certain other plastic materials cannot be made flame retardant and their use is prohibited.
4. A Certificate of Flame Resistance shall be available for review by the Fire Marshal or on file with the Fire Marshal for all decorative materials.

## B. Vehicles/Internal Combustion Engines on Display

1. Any autos, trucks, motorcycles or other motorized vehicles displayed shall have their batteries disconnected and terminals taped.
2. All motor vehicle tanks containing fuel or which have ever contained fuel, shall be furnished with locking-type gas caps or sealed with tape. The level of gas in tanks cannot exceed five gallons or one-quarter tank, whichever is less.
3. Garden tractors, chain saws, power plants and other gasoline-powered equipment shall be safeguarded in a similar manner.
4. All autos, trucks and vehicles of any kind must show the location on the Fire Department-approved floor plan 14 days prior to the show date.

## C. Combustibles

1. Literature on display shall be limited to reasonable quantities. Reserve supplies shall be kept in closed containers and stored in a neat and compact manner.
2. No cardboard boxes or any combustible materials may be stored on top of or near any electrical wiring in the spaces behind the backwall drapery (booth) or behind any display.

## D. Obstructions

1. Aisles designated on approved show floor plans shall be kept clean, clear and free of obstructions. Booth constructions shall be substantial and fixed into position in specified areas for the duration of the show. Chairs, easels, signs and demonstration areas shall not be placed beyond booth areas into aisles.
2. All aisles must be maintained at a minimum of 10 feet in width or unless otherwise approved on floor plan.
3. All fire prevention and fire fighting equipment in all public assembly areas shall have easy and unobstructed accessibility.

## E. Electrical Extension Cords and Multi-Plug Adapters

1. Extension cords shall service one appliance only and shall be a three-wire approved type (with ground). The extension cord cannot exceed the capacity of the existing circuit breaker and cannot exceed fifteen amps.
2. Multi-plug adapters must be UL approved and have current (electricity) breaker overload safety device. Cube adapters and other devices which increase outlets are not acceptable unless equipped with an internal circuit breaker.
3. All spliced wires are illegal.

## F. Compressed Cylinders

1. Compressed cylinders must be attached to a stand if used upright or laid flat on floor.
2. Compressed flammable gases are prohibited inside a building. This includes acetylene, hydrogen, propane, butane and L.P.G.

## G. Cooking and Warming Devices

Cooking and warming devices shall be electric. Sterno may be used for warming trays. Cooking devices shall be approved by a recognized testing laboratory; e.g., U.L., F.M.

1. Cooking, warming devices, and/or heated products shall be isolated from the public by either placing the device a minimum of four feet back from the front of the booth or provide a plexiglass shield 18 inches high, 1/4 inch thick across the front, and down both sides of the demonstration area.

## H. Heat producing Equipment

1. Welding, soldering, or any open flame devices are prohibited.
2. Refer to SEC. F-2 above

Should there be any questions regarding the above listed minimum Fire Department Regulations or any other items that need clarification, please do not hesitate to give the Fire Department a call or address a letter to:

**San Diego Fire Department**  
1010 Second Avenue, #300  
San Diego, CA 92101  
(619) 533-4400

# UNION REGULATIONS

To assist you in planning for your participation in the forthcoming convention, we are certain you will appreciate knowing in advance that union labor will be required for certain aspects of your exhibit handling. To help you understand the jurisdiction the various unions have, we ask that you read the following:

## DECORATORS UNION

Members of this union claim jurisdiction over all set-up and dismantling of exhibits including signs and laying of carpet. This does not apply to the unpacking and placement of your merchandise. You may install and/or dismantle your exhibit display if one person, who is a full time employee, can accomplish the task in an hour or less without the use of tools.

If your exhibit preparation, installation or dismantling requires more than 1 hour, you must use union personnel supplied by the Official Decorating Contractor.

As an exhibitor, you will be pleased to know that when union labor is required, you may provide your company personnel to work along with a union installer in Southern California on a one-to-one basis.

## TEAMSTERS UNION

This union claims jurisdiction on the operation of all material handling equipment, all unloading and reloading, and handling of empty containers. An exhibitor may move the material that is hand carryable by one person in one trip, without the use of dollies, hand trucks or other mechanical equipment.

## SAFETY

Standing on chairs, tables or other rental furniture is prohibited. The furniture is not engineered to support your standing weight. Freeman is not responsible for injuries caused by improper use of furniture.

## TIPPING

Freeman request that exhibitors do not tip our employees. They are paid at an excellent wage scale denoting a professional status and we feel that tipping is not necessary. This applies to all Freeman employees.