

# FREEMAN

61 Browns Line  
 Toronto, Ontario, Canada M8W 3S2  
 416-252-2420 • Fax: 416-252-2365

**DISCOUNT PRICE  
 DEADLINE DATE  
 APRIL 16, 2018**

**INCLUDE THIS FORM  
 WITH YOUR ORDER  
 Please use black ink**

FREEMAN method of payment

NAME OF SHOW: **ITECH TORONTO WEST 2018**

---

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

---

ADDRESS: \_\_\_\_\_ BOOTH SIZE \_\_\_\_\_ X  
(STREET) (P.O. BOX)

---

PHONE #: \_\_\_\_\_ EXT.: \_\_\_\_\_ FAX #: \_\_\_\_\_  
(CITY) (STATE/ PROVINCE) (ZIP/POSTAL CODE)

---

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

---

E-MAIL FOR INVOICE: \_\_\_\_\_

---

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

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

**METHOD OF PAYMENT**  
 BY SUBMITTING THIS FORM VIA FAX OR POSTAL MAIL OR ORDERING MATERIALS OR SERVICES FROM FREEMAN, YOU AGREE TO BE BOUND BY ALL TERMS & CONDITIONS INCLUDED IN YOUR SERVICE MANUAL.

- COMPANY CHEQUE**  
 Please make cheque payable to:  
 Freeman Expositions, Ltd.  
 Cheques must be in CDN funds drawn on a Canadian Bank or U.S. funds drawn on a U.S bank.  
**Please reference (job # 467139) on your remittance.**  
 GST # R101889426 // HST 101 889 426 RT 0001
- CREDIT CARD / DEBIT CARD (NOT INTERAC)**  
 For your convenience, we will use this authorization to charge your credit card account for your advance orders, and any additional amounts incurred as a result of show site orders placed by your representative. These charges may include all Freeman companies, or any charges which Freeman may be obligated to pay on behalf of Exhibitor, including without limitation, any shipping charges. Please complete the information requested below:  
**We do not accept credit card information via email**
- BANK TRANSFER**  
**Please note that customers are responsible for any bank processing fees of \$15.00 CDN.**  
 Beneficiary Name: Freeman Expositions, Ltd.  
 61 Browns Line, Toronto, Ontario, Canada M8W 3S2  
 Bank Transfer to Royal Bank of Canada  
 Bank # 003 - 200 Bay Street, Toronto, Ontario, Canada M5J 2J5  
 Transit or Bank ID: 00002 - Freeman Account # 000021048693  
**Foreign Exhibitors wiring funds from Overseas should use:**  
 Swift Code: ROYCCAT2  
**If sending USD use:**  
 Intermediary Bank: JP Morgan Chase Manhattan, New York, NY  
 Swift Code: CHASUS33 - ABA: 021000021  
 IBAN Number: Canadian Banks do not carry IBAN numbers  
**Please reference Name of Show & Booth Number on all Bank Transfers so we properly credit your account.**

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

AMERICAN EXPRESS      MASTERCARD      VISA

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

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

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

**ENTER TOTALS HERE**

FURNISHINGS	CARPET	EXHIBIT PACKAGES	EXHIBIT ACCESSORIES	RENTAL FABRIC
SIGNS & GRAPHICS	INSTALLATION LABOUR	DISMANTLE LABOUR	OTHER	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.freeman.com](http://www.freeman.com)
- Orders received without payment or after the deadline date will be charged at the standard price.
- If you have questions or need assistance with any items not listed, please call and ask for Exhibitor Sales.

**For secure and fast payment by credit / debit card, click here to enter your payment information**  
<https://payments.freemanco.com/?DepartmentId=6B6D0227-678B-475D-B823-FED1966E131F>

# FREEMAN

61 Browns Line  
Toronto, Ontario, Canada M8W 3S2  
416-252-2420 • Fax: 416-252-2365

## ITECH TORONTO WEST 2018

**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 services 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 VIA FAX OR POSTAL MAIL 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       RENTAL EXHIBITS  
 I&D LABOUR/SUPERVISION  
 RENTAL FURNITURE/CARPET/SIGNS  
 OTHER \_\_\_\_\_

### THIRD PARTY COMPANY INFORMATION

THIRD PARTY COMPANY NAME:

CONTACT NAME:

THIRD PARTY ADDRESS:

CITY/STATE/PROVINCE/ZIP/POSTAL CODE:

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 email.

**We do not accept credit card information via email**

### THIRD PARTY CREDIT CARD / DEBIT CARD (NOT INTERAC) AUTHORIZATION

AMERICAN EXPRESS     MASTERCARD     VISA

CREDIT CARD ACCOUNT NO:

EXP. DATE:

CARDHOLDER NAME (PLEASE PRINT):

CARD TYPE:

AUTHORIZED SIGNATURE:

CARDHOLDER BILLING ADDRESS:

CITY/STATE/PROVINCE/ZIP/POSTAL CODE:

**For secure and fast payment by credit / debit card, click here to enter your payment information**  
<https://payments.freemanco.com/?DepartmentId=6B6D0227-678B-475D-B823-FED1966E131F>

# PAYMENT & LABOUR

**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 LABOUR, SERVICES AND/OR RENTAL EQUIPMENT IS PLACED BY EXHIBITOR WITH FREEMAN; OR
- WORK IS PERFORMED ON BEHALF OF EXHIBITOR BY LABOUR SECURED THROUGH FREEMAN.

## DEFINITIONS

For purposes of this Contract, "FREEMAN" or "The Freeman Companies" means Freeman Expositions, Inc., Freeman Expositions, Ltd., Freeman Audio Visual, Inc., Exhibit Surveys, Inc., Freeman Exhibit, Freeman Transportation, FreemanXP, Inc., Stage Rigging, Inc., The Freeman Company, Freeman Electrical, Inc., Freeman Digital Ventures, Inc., 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 Canadian secure funds and all cheques must be in Canadian funds. Orders received without advance payment or after the deadline date will incur additional charges as indicated on each order form. Payment for Audio Visual services and equipment is due in advance of move-in, unless otherwise agreed in writing with Freeman. All materials and equipment are on a rental basis for the duration of the show or event and remain the property of FREEMAN except where specifically identified as a sale. All rentals (excluding Audio Visual equipment and computers) include delivery, installation and removal from EXHIBITOR'S booth. Rental prices on Audio Visual equipment and computers do not include labour, delivery, electrical services or removal of the equipment from the booth. In case of cancellation of any order or services by EXHIBITOR, a one hour "per person, per hour" charge will be applied for all labour orders that are not cancelled in writing at least 24 hours prior to the scheduled start time. If Prestige carpet, custom-cut carpet, modular rental exhibits or any other custom-order items or services have already been provided at the time of cancellation, fees will remain at 100% of the original charge. Audio Visual orders cancelled within 7 days from the show opening date will be charged a one-day rental rate on equipment. On-site cancellation of Audio Visual services will result in a one-day rental charge of equipment and any applicable labour. 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 EXHIBITOR'S responsibility to advise the FREEMAN Service Centre Representative of problems with any orders and to check 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 province 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 TORONTO, ONTARIO, 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 PROVINCE OF ONTARIO, CANADA. In the event of any dispute between 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 their own merits. FREEMAN reserves the right to charge EXHIBITOR for the difference between the estimate of charges and the actual charges incurred for material handling, labour time & materials, utility services or equipment usage, 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 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 EXHIBITOR'S account. In the event that a THIRD PARTY orders on behalf of the EXHIBITOR and the named THIRD PARTY does not discharge payment of the invoice prior to the last day of the show, charges will revert back to the EXHIBITOR. All invoices are due and payable upon receipt by either party.

## ELECTRICAL

If FREEMAN provides electrical services, claims will not be considered or adjustments made unless filed in writing by EXHIBITOR prior to the close of the event. FREEMAN is not responsible for any damage or loss caused by the loss of power beyond its control, and EXHIBITOR agrees to hold FREEMAN and 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, BUT NOT LIMITED TO, LOST PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT 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 attorney's fees) arising out of or in any way connected with EXHIBITOR'S actions or omissions under this Agreement. Please note that electrical services are NOT automatically included in Audio Visual rentals and must be ordered separately from the designated electrical provider.

## LABOUR UNDER THE SUPERVISION OF EXHIBITOR RESPONSIBILITIES

EXHIBITOR shall be responsible for the performance of labour provided under this option. It is the responsibility of EXHIBITOR to supervise labour 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, provincial/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 labour and to return to the Service Desk to release labour 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, judgements or expenses (including, but not limited to, reasonable attorney's fees and investigation costs) for bodily injury, including any injury to FREEMAN employees, and or property damage arising out of work performed by labour provided by FREEMAN but supervised by EXHIBITOR. Further, the EXHIBITOR'S indemnification of FREEMAN includes any and all violations of federal, provincial/state, county or local ordinances, show regulations and/or rules as published and/or set forth by facility or show management, and/or directing labour provided by FREEMAN to work in a manner that violates any of the above rules, regulations 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.

# MATERIAL HANDLING

**YOU ARE ENTERING A BINDING CONTRACT WHICH LIMITS YOUR POSSIBLE RECOVERY IN CASE OF LOSS OR DAMAGE.** Acceptance of said terms and conditions will be construed 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 labour and/or rental equipment is placed by Exhibitor with Freeman. Please note that your material handling charges do not include disposal of exhibit properties. Contact Freeman for rates and rules applicable to the disposal of your exhibit properties.

**1. DEFINITIONS.** For purposes of this Contract, "Freeman" means Freeman Expositions, Ltd., and its employees, directors, officers, agents, assigns, affiliated companies and related entities. In no event shall Freeman be deemed to be the Ultimate Consignee for shipping and customs purposes. "Exhibitor" means the Exhibitor and its employees, agents and representatives.

**2. PACKAGING/CRATES AND STORAGE.** Freeman shall not be responsible for damage to loose or uncrated materials, pad-wrapped or shrink-wrapped materials, glass breakage, concealed damage, carpets in bags or poly, or improperly packed or labelled 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 or similar means. Freeman does not accept any crates or packaging containing hazardous materials. Goods requiring cold storage and those in accessible storage are stored at Exhibitor's own risk. FREEMAN ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSS OR DAMAGE TO GOODS IN COLD STORAGE OR ACCESSIBLE STORAGE.

**3. EMPTY CONTAINERS.** Empty container labels will be available at the show site service desk. 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 between the completion of packing and the actual pickup of materials from the booths for loading onto a carrier; 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 arranging security services through facility or show management. All MHAs 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. Freeman is not responsible for any wait time or other charges, including business centre charges, arising from delivery or pickup of Exhibitor's materials.

**5. DELIVERY TO THE CARRIER FOR RELOADING.** Freeman assumes no responsibility for loss, damage, theft or disappearance of Exhibitor's materials after same have been delivered to Exhibitor's appointed carrier, shipper or agent 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 ARISING OUT OF IMPROPER LOADING OR LABELLING OF MATERIALS.

**6. DESIGNATED CARRIERS.** Freeman shall have the authority to change the Exhibitor's 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, work stoppage, natural elements, vandalism, Act of God, civil disturbance, power failure, explosion, act of terrorism or war, or for any other cause beyond Freeman's reasonable control, nor for ordinary wear and tear in the handling of Exhibitor's materials.

**8. CLAIM(S) FOR LOSS.** Exhibitor agrees that any and all claims for loss or damage must be submitted to Freeman immediately at the show site and in any case not later than thirty (30) business days after the date when Exhibitor's materials are delivered to the carrier for transportation from show site or from Freeman's warehouse. All claims reported after thirty (30) days will be rejected. In no event shall a suit or action be brought against Freeman more than one (1) year after the date of loss or damage occurred.

**a. PAYMENT FOR SERVICES MAY NOT BE WITHHELD.** In the event of any dispute between Exhibitor and Freeman relative to any loss, damage or claim, Exhibitor shall not be entitled to and shall not withhold payment due 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 their own merits.

**b. MAXIMUM RECOVERY.** If found liable for any loss, Freeman's sole and exclusive maximum liability for loss or damage to Exhibitor's materials and Exhibitor's sole and exclusive remedy is limited to CAD\$1.10 per kilogram (CAD\$0.50 per pound) per article with a maximum liability of CAD\$100.00 per item or CAD\$1,500.00 per shipment, whichever is a less. For unmarked, unlabelled or improperly packaged television monitors, the maximum liability is the lesser of CAD\$6.60 per kilogram (CAD\$3.00 per pound) or the actual invoice price. All shipment weights are subject to correction and final charges determined by the actual or re-weighted 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 IS ON 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 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 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 PROVINCE OF ONTARIO, CANADA 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 THE COURT OF ONTARIO, CANADA.

**11. INDEMNIFICATION.** Exhibitor agrees to indemnify and forever hold harmless Freeman from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential), liabilities, judgements and expenses (including, but not limited to, reasonable attorney's fees and investigation costs) arising out or contributed to by Exhibitor's negligent supervision of any labour secured through Freeman; Exhibitor's negligence, wilful misconduct or deliberate act, or the negligence, wilful misconduct or deliberate act of Exhibitor's employees, agents, representatives, customers, invitees and/or any Exhibitor Appointed Contractors (EAC) at the show or event to which this Contract relates, including, but not limited to, Exhibitor's violation of any federal, provincial/state, county or local ordinance and/or Exhibitor's violation of show regulations and/or rules as published and set forth by facility and/or show management.

**12. LIEN.** Exhibitor grants Freeman a security interest in and a lien on all of Exhibitor's materials that are from time to time in the possession of Freeman and all the proceeds thereof, including, but not limited to, 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 labour 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 PERSONAL PROPERTY SECURITY ACT, as we may be amended from time to time ("PPSA"), and any notice that Freeman is required to give under the PPSA 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 as long as any Obligations 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 (TRUCK OWNER) AND YOU AS AGENT OF YOUR EMPLOYER AND THE TRUCK OWNER 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. YOU, YOUR EMPLOYER AND THE TRUCK OWNER AGREE TO INDEMNIFY AND HOLD HARMLESS FREEMAN AND 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.