

# FREEMAN

1601 Boice Pond Rd  
Orlando, FL 32837  
(407) 816-7900 Fax: (469) 621-5605  
[FreemanOrlandoES@Freeman.com](mailto:FreemanOrlandoES@Freeman.com)



**METHOD OF PAYMENT MUST ACCOMPANY YOUR ORDER**

**FREEMAN accessible storage**

NAME OF SHOW: **IAAPA Attractions Expo / November 14-17, 2017**

COMPANY NAME: \_\_\_\_\_

BOOTH#: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

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

Accessible storage service is available at show site for exhibitors to easily access their product samples and literature during show days only. All arrangements for accessible storage must be placed on-site at the Freeman Service Center.

The charge for Accessible Storage consists of a daily storage charge plus labor to place in and remove materials from storage. There will be a \$109.75 per day charge for partial trailer usage or \$375.00 per day for full trailer usage.

When you are ready for your stored materials to be delivered to and/or from your booth, please notify the Freeman at the Service Center. Labor to deliver your materials to and from your booth will be charged at the following rates:

\$95.75 per hour for straight time (1/2 hour minimum)  
\$143.50 per hour for overtime (1/2 hour minimum)

**Straight Time-** 8:00 A.M. to 4:30 P.M. Monday through Friday  
**Overtime-** 4:30 P.M. to 7:59 A.M. Monday through Friday, all day Saturday, Sunday and Holidays

### TO ESTIMATE DAILY STORAGE CHARGES

Partial Trailer Usage: \$109.75 per day **OR** Exclusive Trailer Usage: \$375.00 per day

**Number of Days** \_\_\_\_\_ **x Daily Storage Charge** \_\_\_\_\_ = **Storage Fee** \_\_\_\_\_

**Labor to Place into Storage:** \_\_\_\_\_ **X** \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
Qty. Rate per 1/2 hr Estimated Total

**Labor to Remove from Storage:** \_\_\_\_\_ **X** \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
Qty. Rate per 1/2 hr Estimated Total

**Labor to Return Remaining Product at close of show** \_\_\_\_\_ **X** \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
Qty. Rate per 1/2 hr Estimated Total

**Tax(6.5%) = \$** \_\_\_\_\_

**Total = \$** \_\_\_\_\_

**PLEASE GO TO THE FREEMAN SERVICE DESK AT SHOW SITE WHEN YOU ARE READY TO PLACE MATERIALS INTO ACCESSIBLE STORAGE.**

# F R E E M A N

Companies

BRANCH ADDRESS: 1601 BOICE POND ROAD

CITY/STATE/ZIP: ORLANDO, FL 32837

PHONE: 407-816-7936 FAX: 407-438-4068

**PAYMENT ADDRESS: 1601 BOICE POND ROAD**

**CITY/STATE/ZIP: ORLANDO, FL 32837**

## STORAGE AGREEMENT

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DATE	BOL / MHA#	BOOTH #	CURRENT SHOW NAME & FACILITY			
<b>INVOICE TO</b>			<b>DELIVER TO</b>			
DEPOSITOR ADDRESS CITY/STATE            ZIP CONTACT PERSON PHONE FAX EMAIL IS DEPOSITOR THE OWNER OF GOODS/MATERIALS? [ ] YES [ ] NO <i>IF NO, MUST LIST NAME, ADDRESS &amp; PHONE OF OWNER:</i> _____ _____ _____			NAME            WAREHOUSE STORAGE SHOW/ADDRESS 1601 BOICE POND ROAD FACILITY        FREEMAN ORLANDO    DATE _____ CITY/STATE     ORLANDO, FL    ZIP 32837 <b>UPCOMING SHOW(S) THE ITEMS WILL BE NEEDED BELOW:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b>Show Name</b></td> <td style="width: 25%;"><b>Dates</b></td> <td style="width: 25%;"><b>Job Number (If known)</b></td> </tr> </table>	<b>Show Name</b>	<b>Dates</b>	<b>Job Number (If known)</b>
<b>Show Name</b>	<b>Dates</b>	<b>Job Number (If known)</b>				

QTY	DESCRIPTION OF MATERIALS TO BE STORED	Weight	Total CuFt	RATES & CHARGES – 1000 LB Minimum	
	CRATES (WOODEN)			STORAGE RATES = \$ 0.25 Per Cuft/ Per Month	\$
	CARTONS (CARDBOARD)			PLACE INTO / PULL FROM RATES = \$ 5.12/ Per CWT	\$
	TRUNKS / CASES (FIBER) (COLOR)			SALES TAX	\$
	SKIDS / PALLETS				\$
	CARPETS / PADS			DEPOSITOR'S INITIALS _____	
<b>TOTAL WEIGHT</b>				<b>TOTAL CHARGES</b>	\$

This Storage Receipt is issued by The Freeman Companies (TFC) without verification by us and in reliance on information furnished by the depositor. <b>TFC DOES NOT KNOW WHETHER ANY PART OR ALL OF THE GOODS IN FACT WERE RECEIVED OR CONFORM TO THE DESCRIPTION ON THIS RECEIPT. TFC DISCLAIMS ALL LIABILITY FOR NONRECEIPT OR MISDESCRIPTION OF THE GOODS.</b> <b>TFC WILL NOT ACCEPT FOR STORAGE, NOR BE LIABLE FOR, ANY OF THE FOLLOWING: DOCUMENTS, CURRENCY, MONEY, JEWELRY, WATCHES, PRECIOUS STONES, ARTWORK, ANTIQUES, FURS, OR OTHER ARTICLES OF EXTRAORDINARY VALUE; NOR WILL WE ACCEPT ANY PERISHABLE ITEMS, LIQUIDS, ILLEGAL SUBSTANCES, OR ANY HAZARDOUS MATERIALS OR WASTE AS DEFINED BY 49 CFR 173. DEPOSITOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TFC FOR ANY AND ALL CLAIMS, FINES, JUDGMENTS, PENALTIES OR COST ARISING FROM THE STORAGE OF ANY OF THE ABOVE ITEMS IN TFC'S FACILITY IN VIOLATION OF THIS AGREEMENT.</b>	<p><b>Monthly Storage Fee = \$0.25 PER CUFT (\$68.88 min)</b>  <b>Place into Storage Fee = \$5.12 PER CWT (\$51.20 MIN)</b>  <b>Pull from Storage Fee = \$5.12 PER CWT (\$51.20 MIN)</b></p> <p>TFC'S LIABILITY FOR ANY CAUSE THAT WOULD MAKE IT LIABLE FOR LOSS OR DAMAGE WHILE SUCH GOODS ARE IN ITS POSSESSION SHALL NOT EXCEED \$1,000 FOR ALL ITEMS STORED UNLESS DEPOSITOR FIXES A GREATER VALUE AND AGREES TO PAY AN ADDITIONAL CHARGE TO BE DETERMINED BY TFC.</p>
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STORAGE WILL BE BILLED ON A MONTHLY BASIS AND IS DUE AND PAYABLE UPON RECEIPT OF INVOICE, UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE IN WRITING. FULL PAYMENT WILL BE APPLIED TO CREDIT CARD ON FILE IF PAYMENT IS NOT RECEIVED BY THE 30<sup>TH</sup> DAY FROM THE INVOICE DATE. RATES ARE SUBJECT TO CHANGE WITH (30) DAY NOTICE TO DEPOSITOR. ALL CHARGES MUST BE PAID IN FULL PRIOR TO THE RELEASE OF MATERIALS FROM STORAGE.

<b>PRINT CARDHOLDER NAME</b>	<b>CARDHOLDER SIGNATURE</b>	
[ ] AMERICAN EXPRESS [ ] MASTERCARD [ ] VISA	<b>CARD NUMBER</b>	<b>EXP</b>
<i>I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS DOCUMENT, AND FURTHER THAT I HAVE THE AUTHORITY TO SIGN THIS ON BEHALF OF THE OWNER OF THE GOODS/MATERIALS BEING STORED HEREUNDER.</i>	CARD IMPRINT <b>Paul Sykes (407) 340-6192</b>	
<b>SIGNATURE of Depositor</b>	<b>SIGNATURE of TFC Representative</b>	

For purposes of this Agreement, the name “**The Freeman Companies**” (“TFC”) shall mean Freeman Decorating Services, Inc. (“FDSI”), Sullivan Transfer Company (“STC”), Freeman Decorating Ltd. (“FDL”), Freeman Exhibit Company (“FEC”), AVW-TELAV Inc. (“AVW-TELAV”), Freeman Transportation (“FT”), Stage Rigging, Inc. (“SRI”), Hoffend Xposition (“HX”), Mesa Technical Services (“MTS”), Kerry Technical Services (“KTS”) and their employees, officers, directors, agents, assigns, affiliated companies, and related entities. “**Depositor**” shall mean the person or entity that has entered into this Storage Agreement with TFC, and this Agreement shall be binding on Depositor, its principal and/or owner of the goods to be stored, and their insurer(s). Consignment or delivery of goods for storage to TFC by a Depositor, or by a shipper or carrier on behalf of a Depositor, shall be construed as an acceptance by such Depositor of the terms and conditions set forth in this Agreement.

**1. TFC's Lien.** TFC shall have a lien on any and all property deposited with it at any time. All goods deposited on which storage or other charges are not paid when due may be sold at public or private sale to pay such accrued charges, together with expenses of the sale, after notice to Depositor or other interested persons of the manner, time, and place of the sale and the amount of the accrued charges as may be required by law. Further, Depositor grants TFC a security interest in and a lien on all goods deposited with it any time and all the proceeds thereof, including without limitation insurance proceeds (the “Collateral”), to secure the prompt and full payment and performance of all of Depositor's obligations under this Agreement and all charges and expenses for notice and advertisement of sale and for the sale of the Collateral after Depositor has breached this Agreement. In addition, TFC shall have all the rights and remedies of a secured party under the Uniform Commercial Code including, but not limited to, the right to sell any of the Collateral at public or private sale with or without a judicial hearing. Any notice that TFC is required to give under the Uniform Commercial Code 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. TFC may hold and not deliver any of the Collateral to Depositor for so long as there are any obligations of Depositor that remain unpaid or unsatisfied. At TFC's request, Depositor will sign such financing statements in form satisfactory to TFC and all other instruments deemed necessary by TFC to evidence or perfect the security interest and lien in the Collateral. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement.

**2. Ownership of Goods.** All goods scheduled in this Agreement are received and accepted by TFC on the express representation by Depositor that it is lawfully authorized to store the goods. Depositor hereby agrees to defend and indemnify TFC from and against any and all claims, demands, judgments, and costs (including reasonable attorneys' fees) arising out of or relating to the ownership or title to goods stored. TFC is hereby expressly given an additional lien on the goods stored by Depositor for all such costs, expenses, and attorney fees.

**3. Delivery and Withdrawal of Goods.** Any part or all of the goods stored under this Agreement shall be delivered to Depositor only on receipt of written order or return of the storage receipt or receipts issued therefore, at the option of TFC, with the delivery instructions, signed by Depositor. Depositor must pay all storage and other charges before the delivery or transfer of any of these goods.

**4. Access; Labor and Platform Charges.** At least 72 hours notice is required for access to or delivery of goods. TFC will assess a storage handling charge for placing goods in storage space and removing them from storage space. All labor utilized for access to goods, unstacking, unpacking, replacing, and restacking shall be charged at the then current rate for such service.

**5. Transfer of Goods.** TFC, at its own expense, may transfer the goods from the address shown on this Agreement and store the goods in any other depository building of TFC, whether owned or leased by it, provided notice of such transfer is given to Depositor at least three (3) days before such transfer. TFC shall have the right to transfer the goods from the address shown on this Agreement without notice to the Depositor only in an emergency.

**6. Liability of TFC.** TFC shall only be liable for any loss or injury to the goods caused by its failure to exercise such care as a reasonable, careful owner of similar goods would exercise, subject to the limitation on damages. TFC does not represent or warrant that its buildings or the contents of such buildings cannot be destroyed by fire. TFC shall not be required to maintain a sprinkler or alarm system, security guard or other preventative / security devices, and its failure to do so shall not constitute negligence. TFC IS NOT RESPONSIBLE TO DEPOSITOR, ITS PRINCIPAL OR INSURER FOR, AND DEPOSITOR RELEASES TFC FROM, ANY LOSS OR DAMAGE TO GOODS CAUSED BY FIRE, INSECTS, RODENTS, RUST, NORMAL WEAR AND TEAR, LEAKAGE, MOISTURE, CHANGES IN TEMPERATURE, STRIKES, ACT OF GOD, DETERIORATION BY TIME, OR MARRING AND/OR SCRATCHING (INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGE CAUSED BY TFC'S NEGLIGENCE); FOR ANY LOSS OR DAMAGE TO FRAGILE ARTICLES (INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGE CAUSED BY TFC'S NEGLIGENCE) UNLESS PACKED BY TFC'S EMPLOYEES AND UNPACKED BY THEM AT THE TIME OF DELIVERY; FOR ANY LOSS OR DAMAGE TO THE CONTENTS OF ANY CONTAINER (INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGE CAUSED BY TFC'S NEGLIGENCE) UNLESS ITS CONTENTS ARE MADE KNOWN TO TFC AND SPECIFICALLY ITEMIZED IN A RIDER ATTACHED TO THIS

AGREEMENT; OR FOR ANY LOSS OR DAMAGE FROM CAUSES BEYOND TFC'S CONTROL. TFC SHALL NOT BE RESPONSIBLE FOR THE MECHANICAL FUNCTIONS OF INSTRUMENTS, APPLIANCES OR MACHINERY WHETHER SUCH ARTICLES ARE PACKED OR UNPACKED BY TFC. TFC'S FAILURE TO DELIVER GOODS TO ANY PERSON ENTITLED TO THEM SHALL NOT CONSTITUTE CONVERSION OF GOODS OR SUBJECT TFC TO ANY LIABILITY WHATSOEVER WHEN THE NON-DELIVERY RESULTS FROM CAUSES ARISING FROM STRIKES, LOCKOUTS, WORK STOPPAGES OR RESTRAINTS OF LABOR. TFC IS NOT RESPONSIBLE FOR LOSS OR DAMAGES OCCASIONED BY THE MISUNDERSTANDING OF ORDERS OR INSTRUCTIONS RECEIVED OR TAKEN BY TELEPHONE.

**7. Claims for Non-delivery or Damage.** All claims for non-delivery of any article(s) or damage, breakage, or other loss, must be made in writing within thirty (30) business days from the purported non-delivery of such article(s) or from the date such damage is known or should have been known to the Depositor or such claims may be waived. In no event shall a suit or action for such claims be brought against TFC **more than one year** after the date of written notification to TFC.

**8. Payment Terms.** Storage is billed on a monthly basis and is due and payable upon receipt of invoice. A valid credit card is required as deposit and any and all charges will be applied to the credit card on file if payment is not received by the 30<sup>th</sup> day from the invoice date. 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%. If any finance charge hereunder exceeds the maximum rate allowed by applicable law, the finance charge shall automatically be reduced to the maximum rate allowed, and any excess finance charge received by TFC shall be either applied to reduce the principal unpaid balance or refunded to the payer. If Depositor's account remains in default for (60) days after the date of the invoice, goods may be subject to sale as outlined in Section 1 above. In the event of any dispute between the Depositor and TFC relative to any loss, damage, or claim, such Depositor shall not be entitled to and shall not withhold payment, or any partial payment, due to TFC for its services, as an offset against the amount of any alleged loss or damage. Any claim against TFC shall be considered a separate transaction, and shall be resolved on its own merits.

**9. Insurance.** Goods are not insured by TFC nor do storage rates include insurance.

**10. Change of Address.** Any change of address of Depositor, to be valid or binding against TFC, must be given by Depositor or its agent to TFC in writing.

**11. Termination of Storage.** TFC reserves the right to terminate the storage of the goods at any time by giving to Depositor thirty (30) days written notice of its intention to do so. Unless Depositor removes such goods within that period, TFC shall have the right to deliver such goods to Depositor at the address on file at Depositor's expense.

**12. Additions to Storage Lot.** All of the above terms and conditions shall apply to any goods subsequently added and stored for this account.

**13. Contract Representation.** This contract represents the entire agreement of Depositor and TFC. TFC shall not be bound by any promise or representation made at any time unless made in writing and signed by an officer of TFC. This Agreement may not be amended, modified or altered in any manner unless and until such changes are reduced to writing and signed by the parties hereto.

**14. Governing Law; Arbitration.** THIS AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES. THE PARTIES AGREE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND IN THE CITY OF DALLAS, TEXAS. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF. IF BINDING ARBITRATION IS NOT AVAILABLE FOR ANY REASON, EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OR RELATING TO THIS AGREEMENT SHALL RESIDE IN A COURT OF COMPETENT JURISDICTION IN DALLAS COUNTY, TEXAS.