

THIS POLICY IS PART OF AND ATTACHED TO THE EO BETWEEN THE PARTIES and shall be in addition to and not in lieu of any other terms or conditions. Definitions used herein are as provided in the T/C's.



The DISPUTE RESOLUTION PROCESS ("DRP") is designed to provide a fast, fair and less expensive means for the parties in a civil dispute to resolve differences based on a review of what they contracted and the existing warranties. No dispute exists until DRP is initiated and enforcement of the terms, costs and requirements of the EO agreement are not otherwise in dispute. The parties may represent themselves in each of the 3 steps, except as required by law. While other means can take years to resolve, the Phase-1 and Phase 2 DRP each average less than 45 days. The Phase-1 DRP review (DRP-1) is a free no-fault warranty review and the application of the benefits it may provide. DRP-1 is done electronically with the PARTIES presenting themselves and supporting their cases. DRP-2 is an in-person

discussion between the PARTIES with each side share any costs equally. If neither DRP-1 or DRP-2 satisfy the PARTIES, or if either PARTY wishes at any time, the process can be escalated to Phase-3 DRP. Depending upon the size and type of claim, DRP-3 is small claims court or binding arbitration with an Arbitrator from the American Arbitration Society. Either PARTY may request DRP-3 at any time (up to 2 years from either the contract EVENT DATE or date of default). Binding arbitration is a final solution and legal costs do apply. But, compared to civil court, each PARTY can save significantly using DRP.

THE DRP PROCESS IS REQUIRED BY AND AGREED TO IN THE EO CONTRACT BY THE PARTIES and the PARTIES waive their rights to all other methods and the due process so provided and assign personal jurisdiction, venue and governing law to the Court designated in EO T/C-21 as of the date of DRP initiation or DRP circumvention by other action with criminal matters are excluded. The PARTIES agree: (1) only POLICY-DRP ("DRP") shall be used for dispute or claim resolution and they shall fully abide by its terms and FINDINGS; (2) if either PARTY disputes an EO term, requirement or cost or if RENTER believes any loss, damage or warranty claim exists, the PARTY in dispute agrees to follow POLICY-DRP and initiate DRP within 30-days of discovery by using the form at <http://drp.amerevent.com>; (3) no dispute exists until DRP is initiated; (4) AEG's application or enforcement of the costs, terms or requirements of the EO shall not be deemed a dispute or in dispute unless DRP is initiated and the specific item(s) in dispute stated. DRP shall not be required for the enforcement of any undisputed cost, term or requirement; (5) all determinations and adjustments shall be made strictly in accordance with the EO CONTRACT and its attached POLICIES; and (6) upon initiation of DRP, RENTER shall communicate to AEG to LEGAL@AMEREVENT.COM (as defined) and AEG shall communicate to the RENTER's email address of record.

THE DRP PROCESS IS ONLY AS PROVIDED HEREIN. The PARTIES may be represented or advised by an attorney authorized within the jurisdiction defined in the contract, however neither the mediator or any PARTY shall directly advise another PARTY as to the process and its requirements.

The PARTY believing a dispute or deficiency exists shall initiate DRP within 30-days or 20-days of discovery or EVENT END TIME whichever is sooner; 30-days if the PARTY disputes an EO term, requirement or cost; or 20-days if a RSSL deficiency, error, omission or warranty claim is believed to exist. DRP is initiated using the form at <http://drp.amerevent.com> and certify their use of the process, policy and procedures. The initiator shall retain the automatically returned submission confirmation to demonstrate submission date and time. All PARTIES shall receive confirmation of DRP initiation within 48 hours. Those not wishing to use DRP for any reason agree not to do business with AEG or use any AEG property, services and labor ("PSL"). A PARTY not wishing to use DRP and either (1) refuses to participate in it or (2) initiates another process without using DRP shall pay the legal and court costs of the other PARTY except (1) the process, policy and procedures of POLICY-DRP and the personal jurisdiction, venue and governing law designated herein shall not be changeable and (2) unless AEG is disputing a requirement or clause of the EO it does not need to use DRP (a) to enforce any contract requirement, to stop a contract default or to collect undisputed PSL costs, fees and adds to the EO or any REVISION or (b) for any issue not under dispute by DRP. The PARTIES agree any action taken for dispute resolution outside DRP shall be null and void and only the DRP shall be used. It is understood DRP is mainly used when the USER disputes an issue, matter, cost or warranty item (AEG will honor its warranty and will seldom if ever dispute a contracted requirement). Either PARTY may use DRP to resolve an issue or concern voiced or initiated by the other PARTY provided such action is not frivolous or punitive nor an attempt to delay payments required under the EO.

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DRP PROCESS

DRP provides three progressive steps to resolve a dispute. State laws requires PARTIES to make a reasonable effort to resolve any dispute before using any Court process. These are the initial two steps - less formal, less costly discussions or mediations to quickly resolve any issue. These are basically a fast review of what each PARTY agreed to, and an offering of the solution given in the contract. The third step (DRP PHASE THREE or DRP-3) is binding arbitration using a registered arbitrator selected by mutual agreement and whose decision is final. DRP-1 cannot be waived unless a dispute no longer exists, however any PARTY can elect to move past DRP-2 and directly to DRP-3 if wanted, within the time limits given. The parties act on their own to mediate and resolve any dispute within the DRP process guidelines and the contract. An attorney is not required; any party can represent themselves or be represented by an attorney. A business entity can be represented by any duly appointed person. Proceedings are based upon the agreed contract terms, assuring both parties are treated fairly and amicably.

The process follows the published warranties and specific benefits each provides for your claims. This includes: items not delivered or received are adjustable either as an event credit or refund. You cannot receive a refund or credit for an item rented but not needed or not used (the rent, labor and delivery agreed to must still be paid). Also items you must have followed the DEFNOTICE (deficiency notice) requirements of the contract for an item you believe faulty to be considered for adjustment and the opportunity for correction, repair or replacement to mitigate damages must have been given. If you received and OFFSET or other free items, this amount is warranted as a future event certificate credit (e-certificate). You cannot receive a cash refund for amounts not paid for, but you do have the right to use equipment in the future to make up for what was supposed to be delivered but missed. It does not need to be the same equipment; you may try something different if you want. Any verified claim that exceeds the free level less the value of any substitutions used is refunded in cash, usually by the method originally paid. You cannot claim you did not receive a credit when a credit or ECREDIT has been issued to your account. You, the SIGNOR (or the USER or USER AGENT in the case of a non-person entity), have agreed to be solely responsible for assuring FORM-CBR is submitted requesting your account be closed and any credit balance refunded and verifying your information, so it is refunded only to you - no other person of entity. Lastly, items delivered but then failed the uptime warranty are adjustable with a pro-rated event credit for the downtime incurred. If the event was extended or required additional services or repairs, the costs incurred are deducted from the cash refund or security deposit. Standard rates and overtime apply. Event equivalence applies to DRP ECREDITS and they shall be valid for 15 months.

COMMUNICATIONS.

Documentation and information shall be communicated by email to: legal@amerevent.com and requests to escalate to a higher level review shall be communicated by email to: legal@amerevent.com. In all communications, the communicator shall retain the automatic response to document transmission occurrence, time and date.

NOT COVERED.

What is not covered and cannot be reviewed: Personal efforts, personal costs, disappointments, misunderstandings, transference or denial of contract given responsibilities, lack of USER preparation or skills, any item(s) that insurance or waivers must be purchased to cover and anything other than the actual time of use or refusal to follow the agreed contract terms. The failure of any line item has no impact on the other line items. Claims of faulty or defective PSL cannot be considered unless it was timely reported and verified by a QEVAL (qualified evaluator) as defined in the contract. Remember, the contract states use is acceptance as-is, with all faults. Do not make broad, non-specific or brash claims like "we used the equipment but something went wrong with an item along the way so want all our money back". You may only make claim for the actual loss of rental incurred, after OFFSETS, the uptime warranty and 5% errors and omissions are considered. Contract, rental and labor law require services received to be paid for and such may violate the FALSE ACTION definition of the contract.

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PHASE ONE (DRP-1); ELECTRONIC REVIEW.

Phase One provides an informal email-based review between the parties to settle without further action. Phase One cannot be waived unless a dispute no longer exists. Either party may initiate a DRP-1 review using the online form at <http://DRP.amerevent.com> but, unless extended by CONSENT of the PARTIES, this should be done within 30-days or 20-days as stated above depending upon type of claim. To preserve its rights, the party in dispute should immediately request DRP-1 regardless of other notices or negotiations. In DRP-1 information is communicated digitally (electronically). The issues, supporting information and actual contract requirements are submitted by email. The parties are required to maintain a current and viable email by contract and respond or accept findings determined in absentia. Information is reviewed by CORP ADMIN and written findings and settlement issued based upon his understanding of the contract. Direct and ex parte communication is not allowed, only written documentation. Demands outside that provided in the contract, emotional costs and personal impacts cannot be considered. AEG covers all PHASE ONE cost unless determined frivolous (including submissions correctly determined earlier by any WARRANTY review before DRP), then a \$100 fee is assessed to the PARTY requesting DRP-1. DRP-1 typically takes under 30-45 days. The results and conclusions ("FINDINGS") of DRP-1 are to be published by AEG or its agent and distributed to the PARTIES. If not escalated to DRP-2 or DRP-3 by notice to legal@amerevent.com and payment of any fees required within 10-days by either PARTY, the FINDINGS shall become final and shall be the binding resolution of the dispute. Either PARTY may request one 30-day extension of this deadline by notice to legal@amerevent.com.

PHASE TWO (DRP-2); IN-PERSON REVIEW.

If either PARTY does not agree with the DRP-1 findings, within 15-days of the DRP-1 FINDINGS issue date either PARTY may request escalation to DRP-2 or DRP-3 by notice to legal@amerevent.com and both parties' payment of the \$50 DRP-2 or \$500 DRP-3 retainer, whichever is applicable. Should the escalating PARTY not make payment of the required retainer within 10-days of their escalation request, the DRP shall close and the last findings communicated (typically DRP-1) shall be binding and final. Should the non-escalating PARTY not make payment of the required retainer within 10-days of the notice of escalation a default finding shall be entered in favor of the escalating PARTY.

DRP-2 is where the PARTIES sit down in-person together at a designated meeting held in St. Louis City, Missouri or meet verbally by telephone. While ex-parte communication is not allowed, direct communication within the mediation meeting is encouraged. DRP-2 typically requires 60-90 days. The FINDINGS of DRP-2 are to be published by AEG or its agent and distributed to the PARTIES.

If a PARTY does not agree with the DRP-2 findings, within 15-days of the findings issue date that PARTY may request escalation to DRP-3 by notice to legal@amerevent.com. Both parties shall then pay the \$500 DRP-3 retainer. Should the escalating PARTY not make payment of the required retainer within 10-days of their escalation request, the DRP shall close and the last findings communicated (typically DRP-2) shall be binding and final. Should the non-escalating PARTY not make payment of the required retainer within 10-days of the notice of escalation a default finding shall be entered in favor of the escalating PARTY.

PHASE THREE (DRP-3); SMALL CLAIMS COURT OR BINDING ARBITRATION.

It is agreed either PARTY may escalate to DRP-3 at any time a DRP-1 OR DRP-2 process is not ongoing and until 2-years after the EVENT DATE or date of default by sending notice to legal@amerevent.com. If the amount of dispute is for \$10,000 or less in cash without claim of damages or other relief, the Small Claims court specified in EO T/C-21 shall be used otherwise the dispute shall be resolved by binding arbitration and all rules of the American Arbitration Association shall apply with the arbitrator's findings are final and enforced by the Court. Small claims filing costs shall be paid as directed by the Court and the costs of arbitration shared by the parties. Arbitrator costs depend upon the complexity and time required for the arbitration which can take many months. The FINDINGS issued by the Court or arbitrator shall be final, except as otherwise provided by law. A \$500 retainer is paid by each party upon request of DRP-3. Costs may end up being higher depending upon circumstance at which time each PARTY shall share equally in

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the costs. The DRP-3 process can take 12-18 months or longer. The PARTIES agree arbitration or Small Claims action shall be filed and occur in Madison County, Illinois.

NON-DISCLOSURE, TRADE SECRETS, NON-DISPARAGEMENT AND "GAG ORDER" AGREEMENT: The PARTIES agree that during the DRP process and the entire time given herein to file and complete Phase 1 Mediation, Phase 2 Mediation and Phase 3 Court or Arbitration Process that no PARTY or AGENT shall undertake, threaten, INSPIRE or cause any action: (1) to use, record or disclose TANGIBLE-INTANGIBLE ASSETS, TRADE SECRETS, COMMUNICATIONS, methods or performance; (2) of FEEDBACK EXTORTION; (3) any action reasonably expected or intended to publicly harm a PARTY or its reputation except as authorized by DRP or a settlement agreement; or (4) any communication that is not fully factual without misstatement, misstatement, exaggeration or error. The PARTIES agree the conditions and requirements of a "GAG ORDER" exist at all times.

A PARTY violating this requirement waives all claims, waives all determinations in their favor, shall be in DEFAULT and subject to all default requirements and costs, shall pay all COSTS OF ACTION (as defined) and shall pay \$100 per day per incident of violation to the other PARTIES as long as the violation exists.

CONTEMPT OF PROCESS: Any party that enters into DRP and then fails to abide by the process, its requirements or its determinations or who then causes any additional default(s) shall be in default or multiple defaults of contract shall be in SUPERIOR DEFAULT as given in T/C-18. In the case of communications or publications in violation of the contract T/C-18 NON-DISCLOSURE, TRADE SECRETS & NON-DISPARAGEMENT clause shall be in default of both T/C-18 and T/C-11 (DISPUTES) and shall pay all court, legal and administrative costs of the other party and all applicable default fees (2 defaults x \$100 per day of default).

FRIVOLOUS ACTION: The initiation of DRP or any other civil process shall be based upon only violation of contract terms and not the contractually unsupported IMAGINEERING, beliefs, opinions or desires of any PARTY. Actions shall be considered frivolous if it: (a) is not supported contractually, (b) is based on old contract revision, on old invoice, old contract attachments or old information, or (c) contains multiple, incorrect, exaggerated, false or excluded claims. Further if the PARTY initiating DRP-3 does not prevail and receive a net judgement of two-hundred fifty dollars (\$200) or more over that of the other PARTY, the action shall be considered frivolous. The PARTY making any action considered frivolous initiating DRP-3 shall pay all legal, arbitrator and court costs of the other PARTY.

FAILURE TO INSURE: The contract requires the USER to have insurance or waivers to cover all potential liabilities, losses, claims and property damages caused by weather, unanticipated acts and other. Should anything occur, all claims must be filed against this insurance. If the USER fails to obtain such insurance or waivers, no claim for liability, loss or damages must be filed against or paid solely by USER and the USER indemnifies AEG from all costs, including attorney and court costs. Such a claim is a FALSE ACTION.

FALSE ACTION: Demands or claims that are false, contrary to or significantly excessive of that given in the contract are in FALSE ACTION default and incur the \$100 default fee. For the USER, FALSE ACTIONS include attempting to assign costs to AEG that you are contractually responsible for, attempting to retrieve PSL costs you incurred that were no insured or that you contributed without CONSENT, attempting to assign costs associated property, rentals, and services provided by you or others, making claims under the contract ERRORS provisions or ERRORS OFFSETS, making claims for cash refunds when an eCredit is due by contract or other items contrary to the contract provisions.

DISSATISFACTION, UNHAPPINESS or DISAPPOINTMENT are not a "cause of action": As agreed in the contract, the USER is solely responsible for meeting all DUE DILIGENCE requirements given in the contract, including actually viewing and selecting the items they want in the local warehouse - not just ordering remotely. Choosing the wrong item, or dissatisfaction, unhappiness or disappointment with an item is not reviewable or adjustable. An actual contract term that was not fulfilled must be stated for it to be reviewable. RENTAL, LABOR or DELIVERY item is separate with no cause of action one upon the other" This means only the individual item(s) that were any issue can be reviewed and adjusted. No "inconvenience" or "consequential" damages can be considered.

RECEIPT OF NOTICE: Each PARTY must keep the return receipt notice automatically generated by any communication to legal@amerevent.com as proof and date/time stamp of notice.

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NOTICE OF AGREEMENT: The PARTIES submit their agreement to the DRP moderator at legal@amerevent.com with the findings of any PHASE or request escalation to the next PHASE of DRP within the time limits given. Failure to submit notice or retain the confirmation receipt is acceptance of the findings as-is and ends the DRP process.

INITIATION DEADLINE: Actions must be filed within the time limits given herein. A DRP may not be initiated while equipment is in use by, remains under the control of USER or is on EVENT SITE, however time limits shall be extended equal to these periods.

REVIEW SPECIFICS: REVIEWS are based entirely upon what was specifically agreed to in the contract and what the preponderance of evidence indicates occurred. Items not delivered are refunded and delivered items covered by the [POLICY-WARRANTY] are reimbursed by ECREDIT, after substitutions and additional items are considered. The review is conducted in an effort to resolve disputes reasonably, while considering the agreements made within the contract. PHASE ONE REVIEWS are conducted by CORP ADMIN and findings issued. PHASE TWO REVIEWS are in person review or telephone review between the parties and PHASE THREE REVIEWS are done in the contract specified small claims court if under \$10,000 and only for money or by a mutually agreed upon licensed professional arbitrator in binding arbitration if over \$10,000 or other non-monetary claims are to be considered.

WRITTEN COMMUNICATION: During the review process, PARTIES communicate in writing with the DRP moderator at legal@amerevent.com. Direct communication between the PARTIES is not permitted.

HEARSAY and BIAS: Hearsay is not reviewable unless confirmed by the person involved. Third party, unsupported statements, IMAGINEERING, opinion, prior settlements or offers and not reviewable. The PARTIES are not to submit biasing comments such as your personal beliefs, feelings or threats. If determined in contempt or to intentional biasing, strikes may be issued. Keep your submissions straight forward and clear.

FINDINGS LIMIT: Findings for USER may not exceed the warranted loss determined. USER's costs or losses for any of the following CANNOT be considered: (a) consequential damages, (b) event or business losses, (c) labor or efforts, (d) revenue shortages, (e) disappointment or (e) sweat equity. Bad weather loss may only be determined by the DRP if Event Cancellation Insurance has been purchased and an incorrect amount has been determined. Submission of applications contrary to such may be determined frivolous and result in summary judgment against.

USE IS ACCEPTANCE: Use of equipment is acceptance of rentals and services as-is, where-is subject only to the specific allowances of the SERVICE WARRANTY. This is regardless of expectations or desired outcome. There shall be no free PSL or rental of any item. The item or service rented or used must be paid for even if something else was desired. Loading for DELIVERY begins the RENTAL PERIOD, items must be cancelled before this to be eligible for a rental refund, less any applicable cancellation or restocking fees. In your submission, specify the specific application of the service warranty you wish considered that gives you an adjustment (some part of the warranty must be applicable).

NOTICE OF FAULTY EQUIPMENT: Immediate notice of faulty equipment is required and an opportunity for correction given. See your event confirmation for the DEFNOTICE (deficiency notice) requirements. No claim of defect may be made unless reported less than 24-hours after discovery. The required notice must have been given and an opportunity to correct must have occurred for a claim to be valid. Any refusal to allow corrective action or provide any resource required by the contract shall also be acceptance of any PSL as-is, where-is.

ADHERENCE TO AGREEMENT: Findings are determined with strict adherence to the Agreement between the parties. BOTH parties must honor the terms of their Agreement and make no attempt to change the terms after the fact. Requests for findings or adjustments outside the Agreement terms will be denied. A cash refund will not be considered for items agreed by the contract to be for future use credit only.

EXEMPT FROM DRP: AEG's enforcement of contract term, cost or requirement or any action related thereto shall not be deemed a dispute, in dispute or subject to POLICY-DRP unless DRP has been initiated & active and the specific item(s) in dispute stated. DRP shall not be required for AEG's enforcement of any undisputed cost, term or requirement.

ALL OTHER REQUIREMENTS PROVIDED IN THE CONTRACT, ITS POLICIES AND ITS ATTACHMENTS APPLY