

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 herein are as provided in the T/C's.

The PARTIES AGREE and UNDERSTAND that any EVENT has risk that must be mitigated and covered by RENTER. ACTS OF GOD, government and Court actions and terrorism are risks to any event. Outdoor events especially have risk of loss due to weather and RENTER is solely responsible for any liability, loss or damage at RENTER's EVENT, to RENTER's PARTICIPANTS and to AEG's PSL provided. AEG shall only be responsible to get PSL to the event site (if delivery service is contracted) but not for any impacts of weather on the setup or use of the PROPERTY or equipment rented nor for any requests by RENTER that do not follow POLICY-SOP requirements. AEG may at RENTER's request setup equipment on a not fully prepared event site, in a manner contrary to POLICY-SOP or in any way it recommends against, however, in any such instance there shall be no warranty and no insurance coverage whatsoever and RENTER shall be solely responsible for all rents, costs, loss, damage, liability or event failure. The acquiring of insurances or waivers is RENTER's sole responsibility as well as all consequence due to RENTER's failure to so acquire.

INSURANCE REQUIRED. The RENTER shall have ALL RISK liability insurance of \$1 million per occurrence for event liability and \$350,000 for loss of event property, equipment, services and labor (PSL), subrogated to AEG. ALL RISK shall mean insurance covering any liability that may occur at RENTER's EVENT, to RENTER's PARTICIPANTS or on RENTER's EVENT SITE, including coverage for any cost, repair or replacement of AEG PSL damaged, lost, stolen or otherwise used without all costs being covered and for the death or dissolution of any PARTY. This insurance is to cover any reimbursement wanted by RENTER should RENTER cancel their event contract for any reason, including weather, disease or lack of attendance. Such insurance often be obtained through a homeowner or general liability carrier. If not available, RENTER shall become an additional insured ("ADDINS") on AEG's CGLI and MRSCP by paying the current ADDINS fee. If all risks coverage for PSL is not available, RENTER shall purchase the CDW WAIVER and be responsible for all deductibles and non-covered amounts. Unless RENTER is an additional insured, AEG's insurance shall not be available to RENTER and will not protect RENTER or its PARTICIPANTS if a liability occurs. In all instances, the RENTER or PARTICIPANT, not AEG, pays the first \$5000 of all claims. If RENTER has not purchased the CDW WAIVER, RENTER shall solely be responsible for replacement or repair costs of all loss as determined by AEG the cost of which shall not exceed 12-X DAYRATE. The PARTIES agree no cost under 12-X DAYRATE shall be challengeable or reviewable.

ALL RISKS DEFINED. The definition of ALL RISKS as provided in POLICY-DEFINITIONS shall apply to POLICY-INSURANCE and at a minimum shall include, as follows: ALL RISKS insurance shall automatically cover any risk to AEG that the contract does not expressly omit, including ACTS OF GOD, weather, disease, death, dissolution, discontinuation, governmental or Court action and terrorism and it shall cover any reimbursement wanted by RENTER should RENTER cancel their event for any reason. In the case of liability insurance, RENTER shall have \$1+ million insurance protecting AEG against any claim directly or indirectly resulting from the EO and AEG's participation in it. In the case of property loss, RENTER shall have \$350 thousand in insurance protecting AEG against any loss of asset or income resulting directly or indirectly from the EO, AEG's participation in it, RENTER's participation in it and any loss or damage whatsoever to PSL. This shall include but not be limited to: (a) full replacement cost including new purchase price, shipping, stocking labor and sales taxes of or on any item lost, stolen or damaged beyond repair to the same equipment grade as rented with no consideration of depreciation as determined by AEG; (b) any loss of any expected income from the loss of any such item as determine by AEG through the date of insurance payment and (c) payment for any loss of OFFSETS, credits or adjustments given should RENTER be issued a notice of default as given in the agreement.

SELF-INSURANCE. SELF-INSURANCE shall mean a PARTY's covering all liabilities, losses, damages and costs named herein by themselves without an underwriter. SELF-INSURANCE shall be allowed (1) in instance of DISCONTINUATION, DEATH or DISSOLUTION else (2) not be allowed except in conformance with all local, state and federal law and when all terms and conditions of this EO are fully met and with CONSENT.

ADDINS. The RENTER and the ESITE may become an additional insured on AEG's liability insurance ("ADDINS") by paying the listing fees and any deductibles required. At present fees are \$40 for up to 2 parties to be listed (at the same time). RENTER's and PARTICIPANT's applicable insurance, medical plans and cost reductions shall be subrogated to and applied before AEG's insurance. When wanted, the ADDINS request must be made through your account manager at least 5 days before ESTART.

AEG INSURANCE AND MRSCP. AEG currently maintains CGLI (Commercial General Liability Insurance) of \$1 million each occurrence and \$2 million general aggregate with the RENTER paying the first \$2,500 (not AEG). Individual medical expense payments are capped at \$5,000. AEG's verification of CGLI insurance is online at: <http://www.amerevent.com/INFO/POLICY/POLICY-INSURANCE/CERT/CGLI.pdf>. MECHANICAL RIDES are motor driven conveyances such as carnival rides, Ferris wheels, carousels, mechanical bulls, tracked and trackless

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trains and people movers. Devices that are simply motorized blower inflated or not a continually motor driven conveyance, such as bounce houses, inflatables, rockwalls and euro-bungees are typically not considered MECHANICAL RIDES. MECHANICAL RIDES are not provided by AEG and the PARTIES agree AEG's recommendation of affiliated or other MECHANICAL RIDE providers is as a courtesy only and shall in no way assign or transfer liability to AEG should any occur. In all cases the RENTER will maintain the insurance coverages required by the ride provider and pay any costs, deductibles and fees required. AEG provides a \$5000 MRSCP (mechanical ride supplemental-self coverage plan) and in all cases AEG's liability is limited to that amount with the RENTER responsible for the first \$5,000 and any overages.

WORKMEN'S COMPENSATION INSURANCE. Workers employed by AEG are covered by Workmen's Compensation at the State required levels or greater, should any jobsite injury occur. This helps protect AEG, ESITE owners, and RENTERS from claims should a workplace accident or injury occur. WORKMEN'S COMPENSATION INSURANCE is regulated by state law and cannot be subrogated or a non-employer added as an additional insured. CERTIFICATE verification is online at: <http://www.amerevent.com/INFO/POLICY/POLICY-INSURANCE/CERT/CGLI.pdf>. ASSISTED CERTIFICATE: Your account manager can email you AEG's current WC policy but a \$25 documentation fee applies.

VEHICLE INSURANCE. Delivery services are provided by contractors that have their own commercial vehicle insurance policies and are covered by a minimum \$250,000 injury per person / \$500,000 injury per accident / \$50,000 property damage insurance should any vehicle mishap occur. This insurance cannot be subrogated or a RENTER added as an additional insured.

SUBROGATION, PRIMARY OR NON-CONTRIBUTORY CONDITIONS. No AEG insurance may be designated subrogated, primary or non-contributory to the RENTER's. The RENTER's insurance is always used first.

CDW WAIVER FOR EVENT CANCELLATION, DAMAGE AND WEATHER. The CDW WAIVER is a limited waiver to help protect against cost, loss and damages to AEG PSL for weather or any reason except intentional abuse, negligence or default and also limits costs should the event contract need to be cancelled. The waiver is not liability insurance and does not protect the assets of others or for physical injury to anyone. It is provided directly by AEG and cost begins at 15-20% of the event order cost if purchased 45-days before the event and increases steadily to as high as 75% the week before the event.

The CANCELLATION portion provides protection against event cancellation for any reason prior to 72-hours before the TURN-OVER TIME shown on your contract. Custom items, insurance and waiver costs, purchases and delivered items are excluded and not refundable, but by purchasing the waiver cancellation costs are capped at 20%. No reason is required for cancellation when the waiver is in effect.

The DAMAGE and WEATHER portions protect against loss and damages to AEG equipment while in use. It waives portions of the costs associated with damage, theft and loss to AEG equipment during RENTER's rental. Because equipment replacement costs are up to 12-times the daily rental, purchase of the waiver is recommended, but optional. By purchasing the waiver, loss and damages are capped at 20% of repair or replacement costs. COVERAGE VOIDED: The DAMAGE and WEATHER portions do not protect against negligence, lack of due diligence or intentional acts. The RENTER is required to mitigate and minimize damages and to perform all preventative and periodic maintenance during the rental period. Failure in any of these voids CDW coverage and the RENTER shall be responsible for all loss and damages incurred.

CDW WEATHER RESET COST. If RENTER purchases CDW waiver RENTER may elect to have equipment reset if damaged by weather instead of cancelling event depending upon equipment condition, available time and replacement equipment available as determined by AEG. This is a one time option only after which a new CDW waiver must be purchased at the 45-day advance purchase rate. RENTER must cover a \$1.95 per mile portal to portal cost per vehicle required that is not covered by CDW. Without the CDW WAIVER, RENTER is responsible for all costs, including overtime, for emergency response and the resetting of equipment knocked down or damaged by weather.

Without the CDW WAIVER: RENTER is solely responsible for all costs to AEG assets for any reason, including but not limited to: weather, theft, vandalism, misuse, act of God, and emergency. RENTER is always responsible for returning PROPERTY in same condition as delivered regardless of use, delay, additional use or any other reason. RENTER's account must be timely paid to use the waiver and the waiver shall be void in case of RENTER DEFAULT. There is no coverage: (a) on any RENTER PROPERTY used in, with or on AEG's PROPERTY; (b) on ESITE or PARTICIPANTS and (c) on or for consequential, subsequent or liability damages. Claims must be submitted in writing within 20 days of occurrence.

PARTICIPANT WAIVER AND RELEASE. The RENTER is solely responsible for all PARTICIPANTS at its event and all liabilities, damages, injuries and costs related thereto. RENTER shall assure a completed PARTICIPANT WAIVER

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is given to AEG prior to use of any entertainment device, such as an inflatable device and such waiver shall state at a minimum: ...

...“ WAIVER. I, the undersigned, on behalf of MYSELF and ALL THOSE for whom I have listed below (“WE”, “WE PARTICIPANTS”; “US”) accept there is risk of injury in the use of any ride, inflatable or interactive entertainment device (altogether “ACTIVITY”). We assert and affirm we fully accept such risk and have appropriate experience, training, knowledge and understanding on safe use. WE agree all use is solely at our own risk and responsibility for accident or injury to ourselves or others and WE hold harmless the equipment provider(s), event organizer(s) and event site owner(s) (altogether EVENT ORGANIZERS). We agree to sole responsibility for (1.1) all resulting costs and liabilities; (1.2) all insurance and other coverage deductibles; (1.3) use of our personal insurance, health plans and discounts prior to any other benefit; (1.4) then after these the first \$2,500 of any claim remaining before any other claim is payable from any other source; and (1.5) all attorney and court costs of all parties required related to this waiver. We agree not to consume any intoxicant within 1-hour of ACTIVITY use or be in any way intoxicated during use. We affirm we will not use any ACTIVITY if we disagree or cannot affirm any requirement of this waiver.”...

...PARTICIPANT WAIVERS and signs can be found at <http://www.amerevent.com/INFO>. RENTER and PARTICIPANT waives all AEG insurance and accepts all liability, damages, injuries and all other related costs should RENTER not provide AEG a fully executed PARTICIPANT WAIVER prior to a PARTICIPANT's use of any activity.

EXCLUDED CLAIMS. The RENTER and or PARTICIPANT shall be solely responsible for all liabilities, damages, injuries and costs of any claim for which the RENTER or injured party: (1) is performing or participating in any intentional dangerous acts; (2) is performing or participating in willful or unsafe acts or misconduct including conduct while intoxicated. The consumption of any intoxicating substance within 1 hour of the claim incident shall be deemed unsafe and intentionally dangerous use; and (3) is performing or participating in acts not in compliance with safe use policy or posted signage.

DISCONTINUATION, DEATH OR DISSOLUTION. All PARTIES agree to have all-risks insurance or SELF-INSURANCE to cover against any potential loss or damages they may or do incur due to the death, failure, termination, discontinuation or dissolution of any PARTY and agree no action or claim shall be taken against any other PARTY, any successor, any STAKEHOLDER or other person or entity for any loss or damage incurred if DEATH or DISSOLUTION occurs. Individuals or entities continuing to desire use of or to provide RENTALS and SERVICES shall do so only by a new EO contract.

ACCIDENT CLAIM. All claims must be immediately submitted using the form at <http://claim.amerevent.com>. Claim form must be submitted within 30-days and all documentation required received within 90-days to be considered. Documentation of PARTICIPANT WAIVER, RENTER's and PARTICIPANT's applicable insurance, medical plans and cost reductions subrogated to AEG, proof of claim and other information must be fully provided. No circumvention or direct submission or communication with an underwriter in any form is allowed until authorized by AEG after a review of the completed accident claim report and a summary of contract requirements is communicated by AEG to RENTER and to claimant.

DEFAULT. Failure to follow the requirements of this POLICY-INSURANCE is a DEFAULT of contract. RENTER's DEFAULT voids any coverages purchased by, offered or given to RENTER and relieves AEG of any and all responsibility and liability.