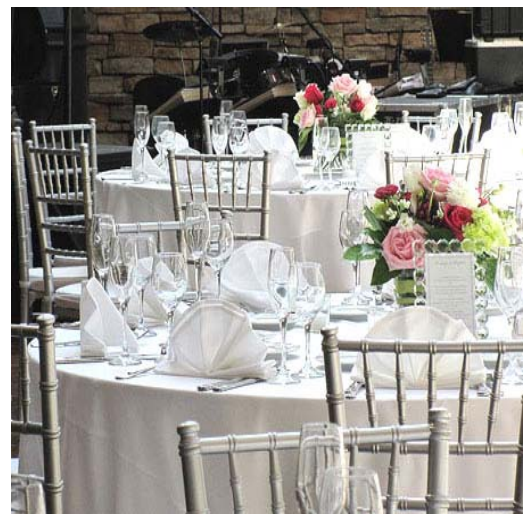




STANDARD OPERATING POLICIES MANUAL



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 [POLICY-DEFINITIONS].

This manual sets that Standard Operating Policies (SOP) for use of AEG property, services or labor (PSL). The USER is solely responsible for meeting these requirements and for receiving any necessary training in order to do so. Avoid errors, misunderstandings and less than optimal results by following the methods given. The PARTIES agree to follow the requirements herein and that they dominate over any other methods and considerations.

SECTION ONE. PAYMENTS.

SECTION TWO. INSURANCE.

SECTION THREE. RATES.

SECTION FOUR. EQUIPMENT USE.

SECTION FIVE. DELIVERY.

SECTION SIX. REPORTING.

SECTION SEVEN. SAFETY, PERMITS & COMPLIANCE.

SECTION EIGHT. ADDITIONAL USER RESPONSIBILITIES.

SECTION NINE. WIND AND WEATHER.

SECTION TEN. AMUSEMENT WORKERS BARGAINING UNIT AGREEMENT.

SECTION ELEVEN. WARRANTY.

SECTION TWELVE. CHANGES AND CANCELLATIONS.

SECTION ONE. PAYMENTS.

Terms listed in additional agreement points (AAP), account credit agreement or signed bid/proposal shall dominate regardless of any other indications. Otherwise the following shall apply:

- 1.1. STANDARD PAYMENT TERMS: 100% due upon booking. However USER may elect to pay 20% upon booking, a total of 50% at least 60-days before EDATE and full payment 15+ days before EDATE without penalty. There are no payment reminders and payments late 7+ days incur a \$30 a month late fee. Amounts paid are not refundable except as provided in POLICY-CC and when proper notice is given by submission of a complete and signed FORM-CC. Payments may be made by eCHECK, credit/debit card (BANKCARD) or check provided timing requirements are met, else by eCHECK or BANKCARD. Security deposits may be secured by placing a credit card authorization on file instead of actual payment;
- 1.2. A 3% processor fees is added to all BANKCARD payments and a complete and signed credit card authorization form must be on file;
- 1.3. COSTS for additional PSL, fees, damages and security deposit items are payable immediately;
- 1.4. Payments must be made electronically or send to the accounting address listed on the invoice. No payments may be made on ESITE (event site) are allowed;
- 1.5. Mailed payments must NOT require signature to be received (accounting office times to not correlate to post office delivery times); and
- 1.6. No postdating or holds on payments are allowed.
- 1.7. USER shall provide a CLOSING INVOICE CERTIFICATE or written certification to AEG that they have received their closing invoice from AEG and that they have paid any unpaid balance. Such certification shall be made no less than 10-days after event end time nor more than 30-days after event end time and non-receipt of the closing invoice shall not be justification for failure to certify or non-payment of any amount due.

The PARTIES agree any credit balances in USER's account shall remain on account for future use until USER submits FORM-CBR requesting a credit balance refund. Only a PARTY, attorney or previously listed USER AGENT may submit FORM-CBR and payment can only be issued to the USER named on the contract. No other person or entity may

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receive it. If USER refuses to submit FORM-CBR or agree to its terms, a \$50 verification fee shall apply to any refund processed. In the first quarter of each year, AEG may close inactive accounts and refund any account balances remaining, less any fees applicable including a \$5 check issuance fee and the \$50 verification fee.

ALL payments are not reversible and the charging-back, voiding or stopping of payments in any form, (b) payment by an insufficient or unavailable means, (c) unauthorized use or keeping of PROPERTY for any reason, (d) failure to pay within 5 days of due date or to return PROPERTY upon demand, or (e) attaching any condition to a payment or the return of PROPERTY; without AEG's prior CONSENT is not allowed and each is part of the definition of FALSE ACTION. Each instance and each day of FALSE ACTION shall be a DEFAULT and if after delivery of PSL shall be theft of services.

In case of such DEFAULT of this POLICY, (a) USER shall pay a \$50 monthly account management handling fee, the maximum interest allowed under local law and all legal, court, attorney, office and collection incurred by all PARTIES; (b) all payments, deposits, adjustments and discounts shall be forfeited and additionally payable (c) AEG shall have no obligation to perform and may take any action it deems necessary to cure default; (c) liens may be filed against USER and ESITE; and (d) negative reports may be filed with any credit or financial records agency.

The acceptance of any payment shall only be deemed a payment on account pursuant to the existing EO. Any additional terms imposed, change, adjustment or modification shall be void except by AEG's written consent (CONSENT). No refund of account credit balance may be made while a contract with USER has a balance remains payable or while PAR mediation is in process.

SECTION TWO. INSURANCE.

EFFECTIVE 01/01/2018 POLICY-INSURANCE shall be binding hereto and available at <http://info.amerevent.com>.

INSURANCE REQUIRED. The USER shall have all risk liability insurance of \$1 million per occurrence and \$2 million general aggregate for their event, subrogated to AEG. This may often be obtained through a homeowner or general liability carrier. If not available, USER shall become an additional insured ("ADDINS") on AEG's CGLI and MRSCP by paying the current ADDINS fee. Unless USER is an additional insured, AEG's insurance shall not be available to USER and will not protect USER or its PARTICIPANTS if a liability occurs. In all instances, the USER and/or PARTICIPANT, not AEG, pays all deductibles, excluded claims or costs and the first \$2,500 of costs remaining.

ADDINS. The USER 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). USER'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. Individual medical expense payments are limited to \$5,000. There is a \$2,500 deductible that the USER (not AEG) must pay first. AEG's verification of CGLI insurance is online at: <http://insure.amerevent.com>. MECHANICAL RIDES are excluded from CGLI and covered only by AEG's MRSCP (Mechanical Rides Self Coverage Plan) that provides \$10,000 each occurrence and \$20,000 general aggregate. Individual medical expense payments are limited to \$2,500. The first \$2,500 of any claim remaining after full use of USER's and PARTICIPANT's insurance shall be paid by USER and/or PARTICIPANT (not AEG). For all AEG CGLI and MRSCP claims, USER's and PARTICIPANT's applicable insurance, medical plans and cost reductions shall be subrogated to and applied first before any AEG's CGLI or MRSCP and no claim shall be filed without full documentation of such.

PARTICIPANT WAIVER AND RELEASE. The USER is solely responsible for all PARTICIPANTS at its event and all liabilities, damages, injuries and costs related thereto. USER shall assure a completed PARTICIPANT WAIVER is given to AEG prior to use of any MECHANICAL RIDE or entertainment 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

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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://info.amerevent.com>. USER and PARTICIPANT waives all AEG insurance and accepts all liability, damages, injuries and all other related costs should USER not provide AEG a fully executed PARTICIPANT WAIVER prior to a PARTICIPANT's use of any activity.

MECHANICAL RIDES are excluded from CGLI and covered only by AEG's MRSCP. Mechanical rides are motor driven conveyances such as carnival rides, Ferris wheels, carousels, mechanical bulls, tracked and trackless 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. A PARTICIPANT WAIVER AND RELEASE is required for use of any MECHANICAL RIDE.

EXCLUDED CLAIMS. The USER and or PARTICIPANT shall be solely responsible for all liabilities, damages, injuries and costs of any claim for which the USER or injured party: (1) is performing or participating in any intentional dangerous acts; (2) is performing or participating in willful and/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; (3) is performing or participating in acts not in compliance with safe use policy or posted signage; (4) is using MECHANICAL RIDES, is using inflatable rides or is cooking without affirming their appropriate understanding, experience and training by signing a current PARTICIPANT WAIVER AND RELEASE and submitted it to AEG prior to use of such activity.

ACCIDENT CLAIM. All claims must be immediately submitted using the form at <http://claim.amerevent.com> and no other. Documentation of PARTICIPANT WAIVER, USER'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 USER and to claimant.

DEFAULT. Failure to follow the requirements of this section is a DEFAULT.

WORKER'S COMPENSATION AND VEHICLE INSURANCE. Each PARTY is to have Workmen's Compensation Insurance for its covered employees and Vehicle Liability Insurance for its vehicles on ESITE, in accordance with State law.

EVENT CANCELLATION, DAMAGE AND WEATHER (CDW) WAIVER. Limited Waiver Against Event Loss and Damages. The CDW WAIVER may provide for refunds or later re-use of unused rentals and labor and/or for PROPERTY loss or damage for weather or any reason except intentional abuse, negligence or default. If CDW WAIVER not purchased: (a) no cash refund is available except if an item or substitute is not delivered at AEG's error; (b) USER shall have an all-risk insurance policy in place suitable to cover any loss to AEG's equipment while on ESITE regardless of reason, including but not limited to: weather, theft, vandalism, misuse, act of God, and emergency; and (c) all such loss shall be USER's sole responsibility. Additionally, USER is responsible for returning PROPERTY in same condition as delivered regardless of use, delay, additional use or any other reason. Contact your account manager to bind the CDW WAIVER. The CDW WAIVER is not binding until 30-days after purchase so USER should bind at least 30-days before EVENT DATE. Later purchase is at AEG's discretion and acceptance and the purchase price shall not be less than the applicable EVENT CANCELLATION FEE. CDW cost will vary based upon equipment type, order volume and period of use. The USER's account must be timely paid to use CDW and CDW shall be void if USER is in DEFAULT of AGREEMENT. CDW provides coverage on AEG's PROPERTY only. There is no coverage on any USER PROPERTY used in, with or on AEG's PROPERTY. There is no coverage for consequential, subsequent or liability damages. USER must provide their own coverage against loss, damage, clean-up, repair or replacement of all other items, including ESITE. With CDW the USER may cancel any portion or their entire event at any time and receive a return of any amount paid minus costs already incurred and rentals pro-rated for actual use. Costs incurred would include: loading, delivery, transfer, labor and preparation. Rentals are pro-rated by dividing actual use period into

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warranted use period rounded up to the nearest 10%. Free use and unwarranted use periods are excluded. Use period begins at EVENT START TIME. For example, 1 hour 10 minutes use of a 4 hour paid rental period would be rounded up to 30%. Transfer and preparation costs will begin before the delivery date. Onsite labor will include the minimum 4-hours per day per worker and portal to portal travel. CDW covers only the unused portion of rentals and services. Refunds are processed within 20 days of CDW submission provided documentation is in order. CDW claims MUST be in writing using the CDW CLAIM form found at http://www.amerevent.info/servers/POLICY-CDW_CLAIM.shtml. Submit within 20 days of claim or cancellation.

SECTION THREE. RATES.

A \$75 fee applies per returned check, chargeback or any other unfunded or reversed payment. This fee may be applied multiple times if the same instrument is returned multiple times.

A \$75 fee applies for any information per submission to any bank or financial institution to support any payment authorized under the contract.

A \$100 fee applies for any Notice of Default of a contract.

A \$50 per month late fee applies for any late payment. Any unfunded or reversed payment is late as of due date or date of occurrence, whichever is earlier.

A \$50 change fee applies to any contract change that: (1) is made within 15-days of the EVENT DATE or (2) reduces the total amount of the contract.

A \$25 documentation fee applies to any request by USER for copies, definitions or explanations of document(s) or term(s) when such has already been made available to USER.

The following hourly rates apply to all labor and services provided by AEG to USER unless otherwise stated on EO:

	CONTRACTED RATES		UNCONTRACTED RATES	
	DISCOUNTED RATE	STANDARD RATE	DISCOUNTED RATE	STANDARD RATE
LABORER	\$22.80	\$25.80	\$28.80	\$33.80
TECHNICIAN	\$23.80	\$28.80	\$31.80	\$35.80
DEALER	\$29.00	\$32.00	\$36.00	\$39.00
MECHANIC	\$31.00	\$35.00	\$38.00	\$41.00
EVENT PLANNER	\$31.00	\$35.00	\$38.00	\$41.00
SUPERVISOR	\$31.00	\$35.00	\$38.00	\$41.00
MANAGER	\$31.00	\$36.00	\$39.00	\$43.00
ELECTRICIAN	\$46.00	\$51.00	\$56.00	\$61.00
PROGRAMMER	\$59.00	\$69.00	\$76.00	\$86.00
ENGINEER	\$72.00	\$82.00	\$92.00	\$102.00
SENIOR ENGINEER	\$112.00	\$122.00	\$132.00	\$137.00
PRINCIPAL	\$112.00	\$122.00	\$132.00	\$137.00

OVERTIME. The hourly rate(s) for overtime worked shall be 1.5 times the rates listed above and shall apply to hours worked in any of the following conditions: (1) in excess of 10 hours per day, (2) in excess of 40 hours per calendar week, (3) on Sunday and/or (4) on any holiday recognized as a non-work day by the U.S. Government. The hourly rate for emergency call-outs and for work performed Callouts for emergency service and/or services required of but not provided by USER shall be OVERTIME and a minimum 4-hour charge per person. A minimum vehicle use fee of \$50 and minimum total billing of \$250 applies.

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DELIVERY. Additional labor and mileage costs apply to any delivery: (1) that is incorrectly listed or changed, (2) that requires additional trips to meet USER needs if additional items are requested or if all DUE DILIGENCE requirements are not met, (3) or if made earlier by USER request. Additional pro-rated rental also applies for USER requested early deliveries.

SPECIAL RATES VOID. If special, lower service rates were given on a contract and that contract has an uncured default, the special discounted rate shall be void and the rates above apply. NOTE: The discounted labor rate on Event Orders is \$19.80 per hour.

ALL RATES ARE SUBJECT TO CHANGE.

SECTION FOUR. EQUIPMENT USE.

Standard Equipment Use includes setup on ESITE, the safety of PARTICIPANTS using the equipment, the safety of STAFF who setup, operate and/or remove equipment and the safety of the EQUIPMENT itself so that it is not damaged, lost or stolen. USER is responsible for review, training, implementation and costs incurred regarding this Policy. If any pre-event requirement herein is not met, the PARTIES AGREE AEG's participation shall be on a BEST EFFORTS basis only (as determined by AEG), with USER's acceptance as-is, where-is and meeting all requirements.

1. ESITE. (1.1.) [ADDRESS AND LOCATION] At least 10-days prior to ETIME, USER shall provide the complete and accurate ESITE delivery address and location and assure EO correctly reflects this EVENT address. Delivery error any costs related to inaccurate delivery address is USER's sole responsibility. (1.2) [FREE ACCESS] USER shall assure AEG's ACCESS, including but is not limited to: (a) ESITE rental, repair, admissions, security, power, lighting, parking and special labor; (b) unobstructed unloading/loading within 50-ft of PSL use locations; (c) no barricades, overhead obstructions, steps, stairs or other barriers ("BARRIERS") unless suitable mechanical transport DBP is provided at USER's cost; (d) a secure location on ESITE where all PSL may be delivered or staged from 48-hours or more before through 48-hours or more after event; and (e) no costs at ESITE for entry, parking or any other reason. If ACCESS not fully provided, AEG may at its sole option and without recourse cancel EO, change EVT, increase rental costs or remove PROPERTY or its WARRANTY and USER shall incur all costs. (1.3) [PRE-EVENT REQUIREMENTS] USER shall provide: (a) 7+ days before delivery, a site map and installation guide ("SITE MAP") disclosing delivery, staging and placement locations, BARRIERS, UTILITIES and any hindrance as well as all timing needs; and (b) before EPT the correct marking of all UTILITIES required by AEG DBP and the correct marking of all corner locations where PROPERTY is to be set. NO UTILITIES within setup location(s) or access route(s) may be live, exposed or buried less than 40" deep except where property marked and fully covered to prevent damage from any vehicle used or any work done. USER is SOLELY responsible for ESITE and all damages thereto. (1.4) [USER RESPONSIBILITIES] For all times from first delivery to until last removal from ESITE, including extensions for any reason or cause, USER is responsible for: (a) SITE security, utilities and lighting; (b) protection of equipment from damage or loss due to weather, misuse, theft or any other reason (c) proper use of PSL by/for STAFF and PARTICIPANTS; (d) assuring PROPERTY fits USER's marked locations without relocation after initial setting except by AEG's CONSENT; (e) assuring each installation site is properly graded, trimmed and prepared as specified herein or otherwise be appropriate to the installation being made; (f) liabilities to or from ESITE, safety on ESITE and for the repair and/or replacement of all injuries, damages, breakdowns and losses occurring to or on ESITE for any reason; (g) providing all access, utilities, lighting, security, crowd control, site preparation and safety equipment needed for a safe and successful event and (h) confirming and documenting all local regulatory compliance requirements on the SITE MAP and verbally to AEG including any anchoring, wiring, covering, signage and safety needs and all other items required by local authorities. AEG is only responsible for meeting State permit requirements, USER is solely responsible for all local permit requirements even when AEG must assist in their compliance. The parties agree local requirements may be unknown to AEG and arbitrarily applied against manufacturer recommendations. (1.5) [HOSTILE WORK ENVIRONMENT, "HWE"] Unless by prior CONSENT, USER shall not direct, restrict, comment nor provide opinion or feedback on AEG's times, timing, labor, procedures, skills or methods, that AEG is an independent contractor to USER and such is at AEG's sole discretion, further that AEG may use any means it has determined appropriate to accomplish contracted EO tasks. USER shall not allow a HWE be created by: unsafe conditions as referenced in EO, including failure to provide SITEMAP or mark utility locations; threat, intimidation or assault either physical or verbal in nature; sexual suggestion or

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misconduct; profane, cursing, authoritarian, demeaning or threatening language, raised voice or aggressive behavior; allowing any person on ESITE without CONSENT or with CONSENT but believed intoxicated during setup, removal or within 50-feet of a RIDE in operation; asserting false, misleading or misrepresentative statements; claim or demand for PSL not listed in EO, including for faster work effort or equipment turnover; and/or any action contrary to [POLICY-EWBA]. USER agrees it shall be DEFAULT to create a HWE and that such is subject to all penalties provided by the contract and by the bargaining agreement without limitation. (1.6) [LABOR SKILLS] USER understands and AGREES up to 90% of labor or work needed shall be by subcontracted unskilled labor or by machine, each appropriate to and capable of performing the tasks required as determined solely by AEG. USER understands and AGREES times of DELIVERY and SERVICE may change without notice or recourse as determined by AEG. Only EVT's are warranted pursuant only to the terms herein. No other times are disputable or adjustable. (1.7) [USER STAFF] USER's STAFF shall be appropriate to and capable of performing all tasks required. (1.8) [NO OTHER VENDORS] Without AEG's CONSENT, USER shall not: (a) place other vendors' items within or upon PROPERTY else pay 35% additional DAYRATE rent and/or (b) alter PROPERTY in any way. (1.9) [DAMAGES TO AND ON ESITE] USER is responsible for all damage, theft and loss to PROPERTY, VEHICLES and EQUIPMENT on ESITE and all COSTS directly or indirectly related to EVENT for any reason. USER is responsible for all maintenance AND repair of PROPERTY on ESITE, including fuel, oil, tensioning and other. (1.10) [PRE-EVENT PLANNING] ESITE planning, layouts, visits and/or meetings shall be additional paid services if wanted by USER and no unpaid services may be demanded. (1.11) [ON ESITE PSL PREPARATION] Preparation, repair and cleaning of PSL may take place at ESITE DBP. 3X-COSTS shall apply should USER fail to meet the requirements of POLICY-SOP OR 12X-COSTS if replacement of any damaged equipment is required. (1.12) [STANDARD ACCESS TIMES] USER UNDERSTANDS and AGREES AEG shall have at least 48-hours plus the standard installation time needed to access and install equipment prior to EST on ESITE. USER also AGREES AEG has 48-hours plus the standard removal time needed to remove equipment from ESITE after EET. USER AGREES that time constraints may not be requested without the CONSENT of AEG and payment of any additional PSL incurred.

2. SAFETY ACCESSMENT. The Safe Use of equipment shall be as determined by AEG. OSA evaluations shall be made by a QEVAL. Determinations shall be made in person or in writing, no third party verbal or hearsay determinations shall be valid or considerable. Determinations shall be documented in writing upon request of any PARTY. (2.1) USER shall make no statement safety without meeting the QEVAL qualifications herein. USER discontinue use of any equipment at its option, however no costs or losses of such shall be disputable or reviewable unless supported by the OSA of a QEVAL.
3. EVENT DETAILS. (3.1) USER AGREES to share all pertinent history, experiences and design criteria in writing with AEG prior to contracting to assure the correct and optimum PSL is included on the EO. While AEG has experience in the industry and can assist with engineering and design requirements when contracted specifically to do so, USER is solely responsible for assuring all site, event, legal, engineering, design, safety, permit and code needs and requirements are continually met. This responsibility shall not pass to AEG even if AEG assists USER in their provision; (3.2) 20+ days prior to the EST, USER AGREES to review the EO, T/C's, all EO ATTACHMENTS, designs, engineering, site maps, INVOICING AND PAYMENTS to assure accuracy and completeness of all information ("EVENT DETAILS") and to attest to its acceptability or accepts EO as-is and as meeting all requirements and to cover all additional costs should changes be required; (3.3) USER AGREES that if more than two items are to be installed onsite USER shall provide a final SITE MAP at least 7-days before EST. SITE MAP shall show where items are to be located, where off-loading and re-loading shall occur and shall include an INSTALLATION GUIDELINE showing the order when items are to be delivered. All stairways, elevators, loading docks and other obstacles, the event address and the emergency contact phone # shall be shown on SITE MAP. If not so provided USER AGREES installations shall be to AEG's best judgment and without warranty and if later relocated, additional labor will be paid and there will be no start time guarantee; (3.4) USER AGREES to assure there is enough clearance (room size, overhead height, doorway size, etc.) for all equipment to be set and that nothing on site will be damaged (wood or damageable floors, pavement, paint, trim, etc.) from setup or use; (3.5) USER AGREES to notify and receive confirmation from AEG of any changes needed otherwise USER accepts the EVENT DETAILS as they exist.
4. BAD WEATHER. The USER must consider the potential that bad weather may disrupt or destroy their event. NO PROPERTY other than tents and equipment contained in tents MAY BE SET UP, USED OR REMOVED outdoors if any of the following conditions occur, are expected or are forecast: (a) temperature <45oF, (b) thunderstorms or heavy rain within 25 miles, or (c) winds rated 7 or higher on the Beauford Wind Scale ("BEAUFORD") (>30 MPH). Most PROPERTY can be setup indoors (in a gym, auditorium or hall) or in a large event tents to

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effectively make an outdoor event "indoors". Tents and equipment over 15-ft tall may not be setup if wind gusts exceed a BEAUFORD rating of 5 (>30 MPH); (4.1.) It shall be USER's responsibility to track and inform all parties and participants of bad weather conditions, not AEG's. USER shall notify AEG by [DEFNOTICE](#) of any condition that may require rescheduling as soon as it becomes known to USER. The safety of USER's participants and of AEG's staff shall be of top priority and there shall be no promise of "rain or shine" or "no matter what the weather" events. AEG may notify user by any means should it determine a delay is required. BAD WEATHER will delay equipment arrival, equipment setup, equipment takedown and/or equipment retrieval should it occur and there is no guarantee or promise otherwise regardless of fees paid; (4.2) USER shall immediately inform AEG of any impending or expected bad weather conditions and USER shall immediately take action to evacuate and protect PROPERTY, STAFF and PARTICIPANTS. Further USER agrees to take all actions recommended by AEG's staff, either by phone, email or in person, to protect PROPERTY, STAFF and PARTICIPANTS. (4.3) There shall be no transport or setup of equipment during bad weather conditions or any condition that risks safety of staff or others. If bad weather conditions occur and impact event such that event start time cannot reasonably be expected to be met, the event shall be automatically delayed and rescheduled. (4.4) AEG may reschedule event due to BAD WEATHER as deemed necessary without notice. USER may reschedule an event due to BAD WEATHER prior to transportation of PROPERTY upon reasonable documentation of BAD WEATHER to AEG. (4.5) If BAD WEATHER delays installation such that hotel, meal or travel time increases occur, USER shall cover all such costs. (4.6) If BAD WEATHER causes an event to be rescheduled more than 24-hours prior to equipment delivery, USER may select a new date within 3 months with CONSENT. If equipment is onsite, equipment installation will be completed on a BEST EFFORTS basis and USER may extend event times proportionally. If AEG has already traveled and event date must be changed, the USER must cover costs of labor, expenses and rentals received. (4.7) Unless the CDW waiver is purchased, there shall be no cash refunded in case of weather related cancellation or rescheduling. Adjustment shall be based upon the amount paid minus the current costs for the period of use and shall be in the form of future event credit only. (4.8) USER AGREES bad weather during setup can adversely impact the condition of equipment, including the pickup of debris, mud and pavement oils and that such is not adjustable or warrantied. (4.9) USER AGREES they are solely responsible for maintenance, operation, adjustments, fuel, oil and all other needs of PROPERTY after installation unless USER contracts additional PSL from AEG. (4.10) USER AGREES they are solely responsible for loss of use, damages, cleaning, disruptions and inconveniences caused by storms, wind or weather, including windblown rain, overflowing gutters, gutter seams, surface and ground drainage., weight of snow and all other. USER shall purchase the CDW waiver if any refund or adjustment for WEATHER related damage, cancellation, postponement or inconvenience is wanted. No claim of improper installation shall be considered.

5. PRE-INSPECTION. USER must pre-inspect PROPERTY prior to signing contract to assure sizing, functionality, color and all aspects of PROPERTY meets USER's desires. Further, if USER'S EO exceeds five hundred dollars (\$500) in total for CHAIRS, TABLES and/or LINENS or exceeds two thousand dollars (\$2,000) in total for PROPS, SETS, DÉCOR, RIDES, GAMES, LIGHTING, SOUND and/or VIDEO equipment and materials, said total including any labor and delivery, USER AGREES to inspect said PROPERTY at its storage location at least 10-days prior ETIME and receive any necessary training on setup, operation, safety and/or takedown. Immediately thereafter USER shall notify AEG in writing of any potential lack of labor, skills or training or errors, omissions and shortages or any other concerns USER may have. USER'S failure in any of these requirements is acceptance of PSL as-is and USER's attestation of full understanding and meeting all use requirements.
6. USER MANAGED EVENT. USERS may have knowledge from previous experience and wish to reduce costs by only leasing EQUIPMENT with or W/O delivery. (6.1) A USER MANAGED EVENT is an EVENT under the direction, control, operation and management of USER and for which USER must provide all labor. Labor must be suited for the tasks to be performed, including training and certification as needed to meet AE, regulatory and [POLICY-SEUP] requirements. USER must provide, at a minimum, the USER LABOR specified in the EVENT LABOR table of the EO. (6.2) A USER MANAGED EVENT W/DELIVERY is a USER MANAGED EVENT that the USER also assumes all responsibility for unloading, cleaning, setup, operation, take-down and reloading and AEG accepts responsibility for delivery from warehouse to ESITE. (6.3) A USER MANAGED EVENT W/SETUP is a USER MANAGED EVENT W/DELIVERY except that AEG accepts responsibility for setup of items for which USER has paid the ONSITE SETUP costs. For such items, USER must still provide, at a minimum, the USER LABOR specified in the EVENT LABOR table of the EO. USER AGREES: (6.4) that PSL improperly setup, staffed or used shall be shut down without compensation or reimbursement; (6.5) that any decision made by USER not to use delivered or to shut down delivered PSL shall be without compensation or reimbursement unless a valid and timely [DEFNOTICE](#) is filed allowing ample time for PROVIDER's correction of deficiency; and (6.6) USER LABOR's lack

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appropriate skills shall not be reason for DEFNOTICE; (6.7) USER AGREES persons who staff PROPERTY shall be at least 16-years of age and will arrive at least 30 minutes before the times listed in USER'S AGREEMENT. (6.8) USER AGREES to clean and dry PROPERTY prior to and after use. USER AGREES cleaning typically includes: (6.9) Removal of any trash, grass, stains or ash and/or (6.10) washing food equipment and vacuuming activity equipment and/or (6.11) wiping down PROPERTY with a biocidal cleaner. USER AGREES a charge of up to 20% of the undiscounted equipment rental rate may be accessed if equipment is not pre-cleaned or returned clean. (6.12) ANCHORING. ALL rides MUST be properly anchored before use. NO ride that causes a person to be more than 10-feet off the ground may be used without STAKING or suitable immovable tie-off locations provided by USER. LOSS OF USE due to improper anchoring is not recoverable. (6.13) EMERGENCY LABOR COSTS. USER AGREES to pay a portal-to-portal labor charge of \$50 per hour per person plus travel costs if USER does not provide the staffing required in USER'S contract.

7. SET-UP SITE (EVENT LOCATION). (7.1) SITE. The USER is responsible for all aspects of the site (location) upon which PROPERTY will be set-up. This includes compliance with all regulatory and permit requirements, utility locating, surface preparation and surface adequacy. USER is responsible for posting of any signage for rides (available at <http://info.amerevent.com>) All costs related but not limited to documentation, fees, surface and sub-surface utilities and structures, repairs and damages shall be the responsibility of and immediately paid or reimbursed by the USER. USER is to adequately prepare the site to prevent damages to PROPERTY or SITE. AEG'S insurance shall not provide coverage for PROPERTY or SITE damage. (7.2) USER AGREES they are responsible for all preparation to the event SITE to make it fully suitable for all PSL in EO. The following shall make a site unsafe and unsuitable for installation: (1) muddy or wet access or setup location, (2) barriers to access or in setup location, (3) unmarked utilities in setup location, (4) other equipment in setup location, and (5) installation over 10-ft above ground level or 1-ft under ground level; unless USER provides all needed tools, lifts and equipment to meet AEG needs as well as OSHA and local regulation. USER shall pay a HAZARDOUS WORK FEE as clearly shown by line item listing on their EO for any work to be done by AEG when any of the above conditions exist. USER AGREES that AEG shall have no responsibility to perform even when HAZARDOUS WORK FEE is paid when in AEG's sole determination SITE is not suitable and such is not disputable or adjustable and all work is without warranty and accepted by USER as-is, where-is. USER AGREES they understand all requirements and potential property damages and liability risks of the event. (7.3) USER AGREES they are responsible for all clean up, repair or damages to the event SITE caused by workers, PARTICIPANTS, weather, abuse, negligence or any other reason. USER AGREES they understand all requirements and potential property damages and liability risks of the event. USER AGREES that AEG shall have no responsibility to perform when potential for damages to site or participants exist and such non-performance is not disputable or adjustable. (7.4) USER SHALL give to AEG 20 days before EVENT DATE, the written approval of SITE owner for use of PROPERTY on site and waiving all claims against AEG for such. AEG may at its sole option allow PROPERTY use without such waiver. With or without such waiver, USER shall be solely responsible for all costs, damages or repairs. If no waiver received, AEG shall have no requirement to set or allow the use of PROPERTY if in AEG's belief harm may come to site or participants and USER shall bear all costs of rental, delivery and labor regardless of PROPERTY use. (7.5) USER LABOR. USER SHALL provide AT A MINIMUM the number of persons indicated on the event order under USER LABOR for both supervision of activities and setup and take-down of PROPERTY. USER's labor shall be continuously at work, appropriate and capable of performing the tasks required. AEG shall have no responsibility to request, search for, find or otherwise assist in making USER LABOR available. If USER fails to provide the required labor, AEG at its option may provide such at emergency overtime rates or quit the contract without refund to USER. There shall be no guarantee of start time, no equipment use warranty and no refund or adjustment of any kind if USER fails to provide the labor agreed to.
8. RENTAL TABLES AND CHAIRS. Rental tables and chairs are delivered stacked or on pallets to the dock or drop location you have contracted. Unloading, moving to the setup location, wipe-down, touch-up, attachment of cushions, quality checking and reloading are all part of the onsite setup task. This may be done by the user to save costs. 7 to 10-days before delivery, the USER (renter) must review tables and chairs at the warehouse to select items and assure the type, color and quality meets all needs. The USER or USER AGENT must be onsite during delivery to verify counts and approve each item delivered and write any deficiencies or adds on the delivery receipt otherwise items are accepted as-is and are non-refundable. USER may use rental tables and chairs for longer than this period if contracted, however, there is no adjustment for unavailability, delay or early return once the 6-hour maximum period is met. Except by special agreement listed in section AAP, tables, chairs and chair cushions may not be used outdoors except under cover and tables and chairs may not be moved to another location without payment of additional rent. Sunlight and moisture can significantly damage items. Under cover means either an overhead roof or tent or a dry table or chair cover or linen.

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Unauthorized outdoor use shall incur a fee of 20% of 12X-DAYRATE per day, plus any corrective labor needed. The maximum use period per day for rental tables and chairs is 6-hours or upon completion of use at the initial (first) setting location and rent shall be fully earned upon completion of this.

- 8.1. WEIGHT LIMITS. Tables and chairs shall not be stood on, tipped or used such that all legs are not continually supporting all load or used in any manner, including dropping or jumping into or onto, that causes the instantaneous load (G-force x weight) to exceed the item's weight limit or used in any manner that violates notices or labelling. The weight limits for tables and chairs are: TABLES = 200-KG (440-LBS); CHAIRS: wooden chairs (folding or chiavari) = 100-KG (220-LBS); resin chiavari chairs = 150-KG (330-LBS); lightweight resin chiavari chairs = 90-KG (198-LBS); folding chairs (Samsonite and similar style) = 125-KG (275-LBS).
 - 8.2. TABLES, CHAIRS and CHAIR CUSHIONS are graded by the side that shows when in use (also called the "PRESENTATION" side). Stains, Velcro, rips or damage to non-presentation sides may be present in all grades including "SELECT" if the structural integrity is not impacted. Spares (~10%) are delivered to replace any chair damaged in transport or otherwise not meeting grade. UNLESS SELECT SERVICE OR GRADE A IS ORDERED, ONSITE TOUCH-UP AND WIPE-DOWN IS REQUIRED. THIS IS HANDLED BY THE INSTALLATION CREW BEFORE THE SCHEDULED TURNOVER TIME OF YOUR EQUIPMENT (you are the installation crew for a do-it yourself event).
 - 8.3. CHIAVARI CHAIRS. RESIN CHIAVARI CHAIRS only are SELECT grade. WOOD CHIAVARI CHAIRS are SELECT grade ONLY if the USER pre-selects all chairs 7-10 days prior to delivery otherwise wood chiavari chairs are AS-IS and may contain blemishes, nicks, chips and scratches. WOOD CHIAVARI CHAIRS are without warranty with respect to condition. Only black or white wood chiavari chairs are recommended for use in weddings. Silver and gold wood chiavari chairs will likely have significant blemishes.
 - 8.4. The presentation sides of "SELECT" (Grade "A") quality tables, chairs & cushions are the best of available inventory and are hand selected so that top of the line equipment is delivered. They are clean and nearly free of mars, spots, stains or holes. SELECT grade does not mean new or unused. In a SELECT grade event less than 10% of the order will be STANDARD grade.
 - 8.5. The presentation sides of "STD" (STANDARD, Grade "B") quality tables, chairs and cushions are average rental grade, party quality items that are clean and mostly free of mars, but may contain a blemishes, nicks, chips and scratches on the presentation side. Some variation in design and coloration may exist within a chair-type. In a STANDARD grade event, less than 10% of the order will be C grade.
 - 8.6. "C" grade tables, chairs and cushions are clean but older equipment that may have marks or imperfections. They are used most often for events, trade shows and gatherings where lower cost is more important than formal appearance.
9. RENTAL LINENS. Rental LINENS, including tablecloths, table skirts and napkins, are available for delivery only with no installation or onsite handling or pressing by AEG. Installation clips are recommended for outdoor use and required for all table skirt installations and are not provided except by special line item order. USER may not staple, nail or pin linens to hold them in place except that safety pin may be used provided they are removed entirely before return. Soiled linens must be presoaked in detergent to prevent setting of stains. The USER is responsible for the replacement cost of all linens returned with set stains. Use of a top linen of higher grade to cover a bottom linen of lower grade is allowed in linen rentals, provided at least 50% of the tables are covered in the same manner.
 - 9.1. LINEN DELIVERY. Linens are delivered initially pressed and placed in a linen bag, linen container, linen cart or other container depending upon the application. No installation or setup is included with linens, although skilled linens coordinator is available at additional cost. Unless SELECT or GRADE A is ordered, onsite steaming or ironing may be required - linens can wrinkle in transport. Grade A and custom linens may be delivered in the manufacturer's packaging if new.
 - 9.2. LINEN GRADES. Linens are graded from a scale of A to C. The festival grade is C, standard grade is B, wedding grade is AB and A is SELECT grade and used for high-end events. Costs increase or decrease up to 10% moving up or down each grade.
 - 9.2.1. LINENS are graded by the side that shows when in use (also called the "PRESENTATION" side). A lower grade linen can be converted into a higher grade by the addition of an overlay, provided the presentation is entirely the grade specified. Colored overlays create a very unique and beautiful presentation when added to a white or black tablecloth. Dark linens retain their quality longer

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and high imperfections well, so lower grades may not be available and lower grade linens are available on a limited basis. Grade A may require our ordering new inventory; however, this is not a problem if advance booking is done.

- 9.2.2. "A" grade linens are top of the line quality which is very close to new. They are clean and free of spots, stains or holes. Lower grade linens can be converted into grade "A" by the addition of a grade "A" overlay when the presentation is entirely grade "A".
- 9.2.3. "BA" grade linens are near perfect, wedding quality on at least one side. Lower grade linens can be converted into grade "AB" by the addition of a grade "AB" overlay, provided no imperfection shows in the presentation.
- 9.2.4. "B" grade linens are average grade, party quality linens that are clean but may contain a few light spots on the presentation side.
- 9.2.5. "C" grade linens are clean but may have a few stains or marks from use that show on the presentation side but are coverable by the user. They are used most often for trade shows, displays and applications where covering rental grade tables are the primary consideration. Grade "C" linens may not be available.

10. TENTS. AEG makes no warranty, assertion or claim regarding the suitability, appropriateness, use or usability of any tent, canopy, cover or similar device or for any of their parts, attachments and/or accessories ("TENT") outside that given herein. USER AGREES TENTS and other temporary structures are not equivalent to permanent buildings and are not to be used as shelter in high winds, lightning storms or heavy rains. USER TO THE FOLLOWING REQUIREMENTS:

- 10.1.1. USER agrees to submit to defnotice@amerevent.com prior to first use a diagram recording any holes, leaks, discolorations, pin-holes, tears, punctures, seam separation, stains or other impacts that may cause tent to be below the grade rented in any tent or tent accessory. USER that agrees without such diagram prior to first use, tent is accepted by USER as-is and as meeting all needs, sizing and quality requirements. No claim otherwise shall be considered after first use.
- 10.1.2. Tents are installed according to IFAI STANDARDS and no other standards or manufacturer recommendations shall apply. Tents may not be setup if wind gusts exceed or are forecast to exceed a BEAUFORD rating of 6 (>30 MPH). Staking shall be considered suitable for brief BEAUFORD rated wind gusts of 7 (<39 MPH) under dry soil conditions. Wind kits shall be ordered if additional wind and weather resistance wanted.
- 10.1.3. Weather impacts on tents. USER AGREES they are solely responsible for loss of use and correcting damage, disruptions and inconveniences caused by storms or weather, including windblown rain, overflowing gutters, gutter seams, surface and ground drainage and all other. USER shall allow an appropriate amount of time for delays due to weather and weather impacts. No claim of improper tent or other equipment installation shall be considered. Tents shall have BEAUFORD rating of 8 (<46 MPH). USER shall order "WIND KITS" for installation when potential for storms and/or winds exist. However, no tent shall be BEAUFORD rated above 9 (<64 MPH). USER shall be solely responsible for all people, equipment and other items located within or under a tent. USER shall maintain all risk insurance for liability and replacement of all potential loss.
- 10.1.4. The following maximum conditions apply to all tent installations: USER is responsible for assuring tight condition is maintained without over-tightening. Tent must be kept in tight order to reduce movement in windy. A properly tightened tent with stakes installed in asphalt, concrete, gravel or dry soil can withstand a brief BEAUFORD rated wind gust of 9 (<64 MPH). A properly tightened tent without a wind kit installed or with stakes installed in damp soil can withstand brief BEAUFORD rated wind gusts of 6 (<31 MPH) gust of wind up to 40 MPH. All tents must be vacated during severe weather or wind and are not to be used for refuge.
- 10.1.5. EXCLUSION ZONE. USER AGREES to maintain an "EXCLUSION ZONE" including the tent area and extending outwards 25-feet from any stake, weight or anchor of a tent. The EXCLUSION ZONE shall be enforced for vehicles and other structures at all times and for PARTICIPANTS, PROPERTY and equipment when inclement weather is possible. USER understands that tents are temporary structures that may not be secure in strong winds and can result in unsafe conditions for PARTICIPANTS and PROPERTY. USER AGREES to be responsible for all damages incurred within the exclusion zone and to inform PARTICIPANTS that violation of the EXCLUSION ZONE is at their own risk, liability and peril.
- 10.1.6. GUTTERING. USER AGREES solid tent guttering shall be used whenever a minimal assurance for proper drainage is needed. Vinyl fabric guttering shall be suitable only in those instances where

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leakage and pooling is not a concern. While proper drainage can provide reasonable assurance against leakage between two structures, AEG is not responsible for weather and in no instance shall leaks or the gutter overflowing be considered AEG's responsibility. USER AGREES to: (a) provide any attachment points requested by AEG, (b) install guttering with the slope(s) and direction(s) recommended by AEG, (c) provide adequate ground drainage for all guttering and (d) install at least one down comer and drain pipe for every 900 square feet of cover surface drained. In TENT guttering shall not be considered useful for rainfall exceeding 0.25 inch in 9 minutes. Should any condition above not be reasonably met, USER shall have guttering installed with a gutter support. Guttering and downspouts shall not be intended or expected to keep the surface under a TENT dry or as a substitute for TENT flooring. Use of guttering outside these terms shall be equivalent to no guttering. All determinations, calculations and ordering of guttering and accessories shall be done solely by USER with AEG delivering only what is on the EO.

- 10.1.7. TENT FLOORING. Self-draining TENT flooring ("portafloor") can be fit to nearly any surface and around nearly any obstacle and shall be used when mud, water accumulation, slipping or other water related issues are a concern. However, portafloor shall not be expected to maintain dryness in a tent when runoff in any area exceeds ½" depth.
- 10.1.8. DRY TENT. A TENT shall only be considered a dry setup when all of the following conditions are met: (a) setup is upon a location that properly drains rainwater such that it can accumulate no more than 1-inch in depth, (b) full sidewall enclosure is installed, (c) proper guttering, down comers and drain pipe is installed, (d) a 6"+ bonded or multi-piece tent floor liner with sidepole attachment cable and attachment grips are used and (e) the "SELECT SERVICE" option has been included and the additional costs paid that it requires for lace-line sealing and pole capping. Use outside these conditions is at USER's full knowledge, understanding, agreement and risk that the setup will not be dry in storm conditions.
- 10.1.9. USER agrees they are not tent experts and that AEG may at its discretion act on USER's behalf to substitute and flooring or liner listed in the EO for any product it believes better suited to the needs of each installation. AEG agrees not to charge USER for this change except by in force REVISION and USER shall be entitled only to a refund of the difference in cost between what USER paid and the substituted item(s) is lower in cost after all credits, discounts and offsets given in the EO are deducted.
- 10.1.10. UPTIME. Tents, tent lighting, tent HVAC, tent flooring and all tent accessories and contents have a 90% uptime warranty except for weather related issue, human related issues and acts of God which have no warranty. Downtime is necessary for maintenance and repairs from use and may occur at any time. There is no adjustment for the 10% downtime.

11. TENT QUALITY AND GRADING.

- 11.1. Tents and sidewalls are graded from a scale of A to C. The most commonly used commercial grade is B or C, with BA or A being used for high-end, formal events. Cost increases as grade increases, because the canvas is newer and additional cleaning and preparation is needed. AEG tents and sidewalls are standard priced in "B" quality. Grade "B" tents show some wear from use and may have stains on 5-10% of the tent surfaces (inner and outer). These are generally small and lighter colored, but may be seen against a white background. "BA" ("B+") grade is somewhat higher quality and is often also available at a ~25% upcharge. "A" grade tents are almost new and less commonly available and incur a larger 50-100% upcharge.
- 11.2. As grade decreases discolorations, pin-holes, tears, punctures, seam separation and stains may occur. In grade B or above, these will be repaired as found or reported, either in AEG's warehouses or onsite. AEG may elect not to repair pin-holes immediately if not in a location where water may accumulate and leak through. "A" quality (highest formal grade) tents will have few imperfections but must be specified on the Event Order by line item and requires the "SELECT SERVICE" option is included and its additional costs paid.
- 11.3. Tent sections come in sunblock and sunlit vinyl. This allows light into the insides of the tent, while limiting excessive heat. Sunblock and sunlit vinyl differences is generally not visible in the evening or at night. Sunlit vinyl will look lighter and more translucent than sunblock in sunlight. This is not a defect.
- 11.4. The USER must always review inventory before being loaded at the warehouse to assure the quality they desire has been ordered. After loading the quality cannot be changed.
- 11.5. UNLESS SELECT SERVICE IS INCLUDED ONSITE REPAIR AND CLEANING WILL OFTEN BE REQUIRED. EXPECT SPOTS, STAINS, PARTICLES, OFF ODORS AND TEARS AS EQUIPMENT IS DELIVERED TO SITE. This is handled

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- by the installation crew before the scheduled turnover time of equipment so you receive the correct tent grade you ordered.
- 11.6. Event Orders confirmed on a "BEST EFFORTS" basis (tents, tent types, sidewalls, window walls, or clear walls) depend upon inventory and may be grade C or above. BEST EFFORTS events have no quality or availability guarantee unless SELECT SERVICE is included and its additional costs are paid.
 - 11.7. An "A" grade tents are top of the line or "near new" quality which means the tent is bright, crisp, clean and free of spots or stains. Few pinholes or discolorations all repaired. Under 2% of the surface (inner and outer) will have noticeable discoloration or defect.* Generally this is a top with under a dozen uses. A 50-100% upcharge is incurred.
 - 11.8. "BA" or "B+" tents are of nice quality, still bright and clean but may have cleanly patched repairs from previous use damage. Minor spots, holes or scuffing that are sealed. Under 4% of the surface (inner and outer) will have noticeable discoloration or defect. Typically used in weddings. A 25% upcharge is incurred if available.
 - 11.9. "B" tents are commercial grade, nice but with some color fading and minor scuffing, stains, and repairs may be present. Pin-holes may be sealed with filler, repairs with some permanent and a few temporary patches. Under 10% of the surface (inner and outer) will have noticeable discoloration, stain or defect. Typically used for standard weddings, events, business and tent sales.
 - 11.10. "C" tents are festival tents. These tents are structurally sound but will be faded or have discolorations or spots on them. May have a number of pin-holes and repairs, some with temporary patching. These tents are most commonly used for fairs, animal or equipment storage, auctions or weather protection when appearance is not a consideration. A 10% savings is deducted.
 - 11.11. Tent DEFECTS include faded, discolored, dirty, stained, or spotted areas and includes tears, rips, pin-holes, patches, repairs and any other factor that makes a tent not new in quality.
 - 11.12. Tent grading information is continually available at <http://tents.amerevent.com/tentgrade.shtml>.
 - 11.13. Tent use is subject to Safe Equipment Use Policy, Tent Quality Standards and Wind Ratings.
 - 11.14. Disputes concerning the grade of a tent used may be resolved in USER's favor if photographic evidence supports the claim and the excessive percentage of defect. In any such instance, the resolution shall be the lowering of the paid tent grade by one level and the issuing to USER of an ECREDIT for the difference. A cash refund of the difference shall not be available unless the grade change was required due to known inventory unavailability.
12. TENT LINER, SWAG, FLY LINER, CENTERPOLE DRAPE AND SIDEPOLE DRAPE installation may be cancelled without prior notice as an ERROR if available installation time or staff is not available as determined by AEG. Only basic installation is provided and USER IMAGINEERING shall not determine completeness or add to work required. The maximum covered height of sidepoles when sidepole drape is in place is 8-ft. The maximum covered height of centerpoles when centerpole drape is in place is 15-ft. No sidepole drape is used when doublewall sidewall is installed. Liners, swags and drapes cannot be installed above other installations that may block installation, cause abrasion or that may heat the material. Such items would be HVAC equipment, wires, cabling, lighting, fixtures and other hardware.
 13. SIDEWALL. Sidewall may be either installed or not installed and stored onsite for later optional installation by USER as USER's sole cost. Sidewall shall not be rolled up and affixed in an up position when attached to a tent. AEG at its option may replace sidepole drape with double sidewall if AEG determines a better overall presentation results. Double sidewall consists of a standard outside sidewall of any quality and a thinner inside 7-ft+ high sidewall of grade BA or better, suspended from the top down. This may occur if AEG determines available outer sidewall does not meet the contracted grade. Double sidewall shall replace centerpole drape. Addition of double sidewall at AEG option shall be at no additional cost.
 14. PAVEMENT STAKING.
 - 14.1. Asphalt and gravel pavement can be staked, allowing larger tents to be installed on a flat, hard surface. A pilot hole is often drilled into the ground to make hand staking easier or a machine used to drive the stakes. This will punch holes into the pavement and the pavement will often crack and buckle around hole locations and stakes. This is normal and not unexpected. Staking pavement is never a perfectly clean process, but, cold patching is possible and should return the stake locations to good useable condition. Cold patching is noticeable, typically darker in color, not perfectly smooth or level and with some cracking in the paved surface, so should not be authorized where this will be a concern. By authorizing AEG to stake pavement, USER agrees they are solely responsible for all repairs beyond the nominal cold patch asphalt repairs AEG may contract to provide. USER attests to understanding of tent

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- staking and agrees to be solely responsible for all needs. Before and after photographs of typical asphalt staking and patched pavement can be seen at <http://patch.amerevent.com>.
- 14.2. Concrete payment cannot be staked. It can be drilled; however, repairs can be problematic. Holes are typically filled with black cold patch or expanding concrete (higher cost). Concrete typically does not buckle under stress like asphalt, but can chip off or break in larger pieces. These can be patched, but differences in color, surface smoothness and level are likely. Installation of permanent concrete anchors is recommended.
 - 14.3. Stake hole patching involves leveling the surface with a heavy weight, filling the hole with sand to about 6-in below the surface, tamping this firmly and then applying commercial cold patch and smoothing into the surrounding pavement. The resulting patch is permanent.
 - 14.4. The photos at <http://patch.amerevent.com> are examples of common asphalt staking in use, showing expected buckling and what stake holes should look like immediately after repair. There is no warranty or guarantee on patches or the final appearance of patching. Pavement staking and patching is as-is and dependent upon the location conditions. Additional fees may be incurred if atypical (not average) conditions are found when crews are performing the tasks. If the "after" photos are a concern, consider a frame tent. While more expensive and limited to about 50-ft wide without getting extremely expensive, frame tents have no interior poles so provide more available space and can be anchored with weights instead of stakes.
 - 14.5. No damage to ESITE, PAVEMENT, floors or access ways related to EVENT are warranted. All repairs are solely the responsibility of USER. Should USER pay AEG for repair services, such repairs shall be basic, nominal and only to the point of returning the item to usability and not to as was or new condition, as determined solely by AEG. This expressly applies to PAVEMENT REPAIRS (as defined) and all surfaces upon which PSL is set or used or into which any anchors are driven to attaching PSL to a surface.
15. EVENT FLOORS are also known as TENT FLOORING, FLOATING FLOORING and PORTAFLOORING are any portable flooring used to cover the ground at an event site. This term also applies to DANCE FLOORS when used outside, when used on grass or soil or when used for any purpose other than primarily for dancing. Common sense and due diligence are required by the USER in site preparation before installation and in actual use of EVENT FLOORS. USER SHALL NOT ATTEMPT TO HAVE EVENT FLOORING INSTALLED ON AN UNEVEN, ROUGH OR UNPREPARED SITE! This will likely result in floor failure, impact everything using the floor and cause everyone's disappointment! All flooring requires a flat, even surface to build upon. Pavement usually works well with minimal preparation requirements. Installation on soil (or grass) has many more requirements. Prior grading, leveling of your site and filling divots with sand may be required. This is solely the USER's responsibility. Grass cutting approximating that of a golf course fairway or green is needed depending upon the type of flooring to be installed. The USER must also install a vinyl tarp over the area where a wood floor is to be installed (laid) and anchor it securely. This marks the area and more importantly protect against warping. Another vinyl tarp must be placed over the flooring (or flooring and carpeting) when not in use to protect it from the weather, if it is not completely under cover (including from blown-in rain). Make sure this happens --- you are responsible for warping, water logging, cracking and any other damage to the floor (and replacements costs can be \$10-\$15 per SF)! The USER's due diligence is required to assure a successful installation. Flooring is expensive, so do not let lack of proper site preparation cause the installation to fail or worse yet add to costs due to flooring damages; 12-X COSTS apply to any damages to flooring. Flooring is exempt from warranty and is installed and used solely at the USER's risk. USER understands that in many cases a properly prepared site is sufficient to meet an event's needs and the costs of flooring can be avoided. Some of the types, appearances, features, benefits, faults, installation requirements and use requirements are as follows:
- 15.1. PORTAFLOOR is a modular, high-impact polypropylene material that is non-porous and easy to clean. It creates a moisture retention canopy that prevents grass from drying out or overheating. Grass is protected by evenly distributing weight over specially engineered cross braces that provide lateral and horizontal support, minimizing contact with the grass, yet providing multi-directional support without digging into the ground. Internal channels provide for runoff as well as cable runs. Small individual pieces snap together to quickly cover a large area. Portafloor does require prior close cutting of grass for proper use, similar to a golf course fairway. This may require a few weeks advance preparation and multiple cuttings to appropriately cut grass to 0.50-0.75 inches. Portafloor follows the contour of the land, so grading of any uneven or rough surface is recommended so that a flat lay is possible. Drainage should flow away from site --- while portafloor allows for drainage, it can be quickly overwhelmed. PORTAFLOOR is exempt from vinyl tarp moisture barrier and top cover requirements.

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- 15.2. FLOATING FLOOR is a wood floor made by laying standard plywood sheets directly on the ground surface. FLOATING FLOOR does not "float" above the ground and is not built off the ground, it "floats" on top of the ground and moves up and down with the ground's contours. FLOATING FLOOR provides a firmer surface than portafloor and when installed on a properly prepared site, is basically flat. FLOATING FLOOR can be installed on runners to allow for runoff as well as cable runs, however, this is a more involved installation requiring additional labor costs that must be specified and paid for prior to the installation. It is not possible to request this during installation due to the significant additional labor required. FLOATING FLOOR installed on runners does provide an added advantage of a flatter top surface even when the ground level is rough or varies slightly. Runners also provide channels for drainage and for wiring. Cost is about 25% more than a standard FLOATING FLOOR. FLOATING FLOOR can also be installed in offset double layers that will absorb most of any small variations in the ground level while allowing floor sheets to be locked together by screws, preventing separation. Cost is about 50% more than a standard FLOATING FLOOR. It is critical the event site be properly prepared by the USER prior to installation. An uneven or choppy site should be graded level and as flat as possible. Bumps should be removed and divots filled. Grass should be cut to 0.375-0.50 inches, giving a tight, level surface. Prior to floor installation the USER must cover the installation site with a vinyl tarp and anchor it securely. This acts as a moisture barrier (and serve as an installation location guide). AEG can do this for you only if a waiver is signed and the additional materials and labor costs are paid prior to installation. Failure to install the barrier can lead to warping of the plywood sheets, an uneven floor and equipment damage. Proper preparation of an event site for a floating floor can take a month or longer or grass is carefully trimmed shorter over time. The better the preparation, the better the result.
- 15.3. FRAMED FLOOR is a wood floor laid on top of a wood joist system to raise the floor 4 to 8 inches off the ground - similar to being on a low stage. FRAMED FLOORS are more forgiving of uneven surfaces, but due diligence in event site preparation remains the USER's responsibility. Joists are laid out on the surface and shimmed as level as practical, then a plywood top is installed. Framed floors provide for drainage and for wiring installation. A double layer of plywood (additional cost) provides the best, most level surface possible. Frame floors require reasonably close cutting of grass to 0.75 to 1.00 inches. The most level location is needed, since shimming is only possible within a few inches unless legs or stands are added (additional cost).
- 15.4. TENT FLOOR LINER. A vinyl tent floor liner is used to minimize runoff water intrusion into a tent and direct runoff around the tented area. It may be a bonded (single piece) liner or an overlapping multi-piece liner kept in place by carpeting and fasteners or other hardware. Tarp clips are used to attach the liner to a cable mounted to the tent sidepoles at approximately 8" in height. Tent floor liners are effective in keeping approximately 99% of the runoff water out of the tent area when runoff does not exceed 4" in depth. Tents are not to be placed in areas where more than 4" depth of water may occur.
- 15.5. CARPETING. Indoor/outdoor carpeting is often used in tents, however, it is done so with no guarantee of suitability, grade or appearance. The USER MUST exercise due diligence and view any carpet selected in the warehouse prior to ordering. After ordering carpet is provided as-is and installed on a best efforts basis only. Carpeting will come in pieces that must be laid together and may need to be taped on top. Carpeting will have cuts from previous uses that may need to be taped on top. While carpeting can lay reasonably flat it will follow the contours of the land and may show wrinkles, separations, tracked in waste and other impacts to its appearance. Holes, stones and other items located under the carpet may be felt through the carpet by guests. The best appearing carpeting must be laid on a perfectly flat surface with carpet tape and stretched to remove wrinkles. Stretching and taping must be paid for separately and shown as its own EO line item. The USER shall prepare the underlying surface prior to carpeting being laid. On pavement, this includes levelling any bumps and filling any holes with sand or patching material so a flat surface is available. On grass or overgrowth this includes leveling any bumps and filling any holes with dirt or sand and cutting the grass or overgrowth to ½" height. In all cases USER must thoroughly sweep area to be carpeted immediately before setup begins.
16. HEATING, VENTILATION AND AIR CONDITIONING (HVAC). Portable HVAC units in temporary structures such as tents are effective but only when properly used and within limited conditions. HVAC equipment includes, heaters, fans, evaporative coolers, misting systems, air conditioners and more. In a fully enclosed structure with sealed doors: heating is capable of raising ambient temperatures by up to 40 degrees and cooling is capable of lowering ambient temperatures by up to 20 degrees. HVAC shall be without warranty for effectiveness in any application and will be on a BEST EFFORTS basis only. Designs shall be to maintain warm months air temperatures below 85°F and old months air temperatures above 65°F during EVENT TIME. USER must assure all HVAC items are used to assure best results. When cooling is wanted, USER is to keep structure

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open when not in use during daylight to shed heat. Cleartop tents may not be enclosed during warm months daylight hours. Fans in air conditioned tents are often required to provide the most comfortable results.

17. GAMES. USER SHALL be responsible for the understanding and conducting the operation of games unless training has been specifically contracted by line item. Written instructions are available for each game; see <http://info.amerevent.com> and/or the individual game webpage. GAMES shall have an 85% IN-SERVICE TIME, unless a lower value is given in the T/C's or herein.
18. RIDES.
 - 18.1. ASSUMPTION OF RISK. All rides and such activities have risk of failure that is assumed entirely by USER. Documented break downs, with integral operating time meters having precedence over all other information. Valid warranty claims shall be reimbursed by E-CERTIFICATE only. The PARTICIPANT is solely responsible for any injury that may occur because of their use of any ride, inflatable or amusement device ("RIDE"). The USER is responsible for assuring PARTICIPANTS comply with this POLICY-SOP.
 - 18.2. SETUP OF RIDES. Rides are usually delivered in the same condition as retrieved from their last use. Dust from warehouse storage, water in seams, dirt and debris are common and expected. It is not practical to double the setup time and labor required so onsite cleaning time is designed into the contract to allow for this prior to the event start time. If USER has agreed to provide setup labor - USER is solely responsible for this cleaning work. USER may request pre-cleaning if wanted or it a tight schedule exists but a pre-cleaning charge of \$100-\$300 per inflatable must be paid (depending upon equipment size and needs).
 - 18.3. CLOTHING ON RIDES. No bare feet or sandals without socks shall be allowed on any RIDE, especially mechanical bulls and surfboards. Nylon hose are not socks. No boots, work boots, work shoes or leather shoes are allowed on any RIDE unless so posted. These rules are to protect the PARTICIPANT from cuts, abrasions or other injuries.
 - 18.4. USER SHALL download and post the signage available at <http://info.amerevent.com> and shall be solely responsible for fully enforcing each requirement with EVENT PARTICIPANTS. USER may at its option require a waiver be signed by participants (examples available at <http://info.amerevent.com>) and USER shall be solely responsible for PARTICIPANTS and any issues, complaints, injuries or actions.
 - 18.5. RIDES shall have an 85% IN-SERVICE TIME, unless a lower value is given in the T/C's or herein. Only a QEVAL or the LEAD-OP may determine if unsafe conditions exist in any station and his/her decision shall be final. After removing any station (PARTICIPANT position) from service all other available stations shall continue to be useable while not interfering with repairs.
 - 18.6. ROCKWALL. Rockwall is made available and warrantied on an 80/80 basis or 80% uptime with 80% of stations operational at any time. A lead operator (a trained and certified individual as noted in the operations and licensing manual, "LEAD-OP") must oversee rockwall operation. ROCKWALL SAFETY: No rockwall may be used from 30-minutes before through 30-minutes after any period that wind gusts exceeding 20-MPH are forecast or experienced. USER must have purchased the "FULL DAMAGE & WEATHER WAIVER, 20% DEDUCTIBLE" for any adjustment or reimbursement of loss during any wind related downtime. USER is solely at risk of this loss without recourse.
 - 18.7. EUROBUNGEE. Eurobungee is made available and warrantied on an 80/80 basis or 80% uptime with 80% of stations (PARTICIPANT positions) operational at any time. A lead operator (a trained and certified individual as noted in the operations and licensing manual, "LEAD-OP") must oversee Eurobungee operation. Eurobungee will require periodic shutdown for equipment inspection and downtime for replacement of parts at any time. Use of airbags or trampolines to absorb user impact is required, both for normal use and for safety in case of bungee or other equipment failure. Failure of bungee cords may occur and must be expected. Standard replacements cords will be on hand. No more than one user per assembly (user station) at one time. EUROBUNGEE SAFETY: No Euro-bungee may be used from 30-minutes before through 30-minutes after any period that wind gusts exceeding 25-MPH are forecast or experienced. USER must have purchased the "FULL DAMAGE & WEATHER WAIVER, 20% DEDUCTIBLE" for any adjustment or reimbursement of loss during any wind related downtime. USER is solely at risk of this loss without recourse. There have been no reported injuries in the years AEG has operated Euro-bungees.
 - 18.8. MECHANICAL: BULLS, SURFBOARDS, CANS, RAMS, HUMAN ROULETTE and all similar RIDES ("MECHANICALS") have an 80% IN-SERVICE TIME and must be periodically, including turning power OFF.

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MECHANICALS have motor thermal protection devices that will shut down the bull if used too heavily. WEIGHT LIMIT: The weight limit for MECHANICALS is 225-lbs, however, riders of lesser weight may cause periodic shut downs in heavy use. Thermal shut down periods are not warrantied. MECHANICAL BULL HORNS: Riders shall be warned not to hold onto or grab horns while riding or falling from mechanical bull or ram and USER shall be responsible for repair or replacement cost should damage occur.

- 18.9. WIPE OUT. The wipe out game has a traveling arm that impacts players to knock them off pedestals. This impact device will require adjustment each round and replacement of bonding tape and other repairs to keep in safe operating condition. Due to articulation and impact, the arm should not be expected to be straight but vary as the game and game speed progresses. It is understood all are mandatory requirements for participant safety. USERS are not to circumvent any safety feature or any function or attempt to stiffen traveling arm that may in any way result in increased danger to participants.
- 18.10. CLEAN POWER. USER must provide an unused 15A 120VAC circuit with minimum voltage of 110VAC at point of use and plug-in access no more than 50-ft from the ride control box. A minimum 12-ga grounded extension cord must be used. Uses of other devices on the same circuit will cause voltage drops and spikes that will trip the ride CPU reset and thermal overloads. Power trips, overloads and shutdowns are not warrantied and USER is responsible for any damages improper power supply causes. If clean, continuous power is not available but a 15A otherwise unused circuit is, USER will lease an appropriate SOLA power conditioner from AEG (or functional equivalent) for ETIME.
19. CASINO EQUIPMENT. It is unlawful for casino equipment to be used without a proper license in any activity that involves a risk of loss as defined by regulatory agencies or in any method contrary to local law. Without permits and full compliance with law, no gambling or exchange of cash for play may occur ANYWHERE ON THE EVENT SITE, either in private or public. USER's failure to control PARTICIPANTS and maintain compliance shall be deemed an immediate DEFAULT and AEG may immediately quit any or all performance without recourse. Regardless of quit or continued performance, violation of this provision shall cause USER's payments and security deposit to be forfeited as liquidated damages. USER and PARTICIPANTS shall in no way expose AEG to seizure and/or forfeiture of AEG's assets or subject workers or entertainment contractors to arrest or fine.
20. MINI-BULB DECORATIVE LIGHTING is warrantied for 90% functionality. Attached theme décor lighting is warrantied for 80% functionality and attached backdrop lighting is warrantied for 75% functionality.
21. POWER, FUEL AND LIGHTING. The USER is SOLELY responsible for assuring adequate, continuous power that meets all local codes. AEG does not make this assessment for USER. This includes having proper fused box connections, power connectors, extension cords, batteries and all other power needs ready upon the equipment's arrival. Separate, unused 120V 20A fused circuits (not just outlet plugs) are needed within 100-ft of equipment placement or distribution sub-panels and distribution cords required. No cord thinner than 12-ga may be used on rides and properly size wires required for all other connections to prevent excessive voltage loss. PRIVATE GENERATORS may NOT be used to power PROPERTY unless installed by a certified electrician and ALL power take-offs on the generator have the proper adapters provided. USER is responsible for all fuel and oil and for batteries for all battery powered devices except if battery eliminators are included. USER must have at least one full 5-gallon container of generator fuel (gasoline or diesel depending upon genset to be delivered) onsite during all generator operating times. After dusk, the ESITE must be lit to meet local code.
22. DANCE FLOORS. The USER AGREES not to allow a dance floor to get wet at any time. Spills and other liquids coming in contact with dance flooring shall be wiped up immediately. Dance floors may not be used outdoors unless specifically designed for outdoor use. Use outdoors is BEST EFFORTS only and may result in uneven presentation and is always subject to ground moisture warping. Use of underlayment and ground cloth is required for use not on pavement and recommended for any use outdoors. Double underlayment provides the highest quality of presentation when not on payment. In case of potential exposure to inclement weather, USER shall assure the flooring shall be covered with a waterproof tarp regardless of other cover.
23. STAGING. Live loads on rental staging shall not exceed 50-lbs per square foot. Live loads on rental rotating staging ("ROTOSTAGE MAX LOAD RATING") shall not exceed the lesser of: 20-lbs per square foot of rotostage or the drive motor load rating. Staging load rating is based upon evenly distributed load. The USER is responsible for assuring load spreaders are in place if an uneven, compact, or footed load is to be placed on staging.
 - 23.1. ROTOSTAGE loads are based upon evenly distributed load and a load that correctly follows the stage undercarriage supports direction. When rotating a vehicle or piece of machinery that has a width less than 75% that of the rotostage, the maximum load must be adjusted as follows: ROTOSTAGE MAX LOAD

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RATING x (LOAD SF/ROTOSTAGE SF) x 125%. Load spreaders may be added to increase capacity by distributing weight. While AEG's no-fault warranty will apply to any use where good-faith estimates of load occurred and where AEG's specs are followed, no other guarantee or warranty is given and only the REDO provisions apply.

23.1.1. ROTOSTAGE has a maximum use cycle of 8 hours per day, although the unit may be used up to 12-hours per day without additional charge but with no warranty and with USER responsible for any damages that occur. Use cycle is cumulative over the entire period of rental, i.e.: if used 12 hours one day, only 4 hours is warrantied on the next. ROTOSTAGE use outside the contracted rental period counts against the period of contracted use.

23.1.2. Unless USER has paid for onsite maintenance, USER is responsible for daily maintenance checks on a ROTOSTAGE including: checking for proper lubrication, adjusting leveling bolts, tightening hold downs, tightening set screws, resetting and securing shaft keys, inflating tires as required and tightening stage deck screws.

24. AUDIO VISUAL EQUIPMENT. Audio visual equipment must be individually line itemed. Packages are preset and substitutions are not allowed (any additional or different equipment wanted must be individually ordered and line itemed. USER must review equipment ordered prior to contracting to assure their needs are met, there is no adjustment or dispute for incorrect items ordered or misunderstanding equipment and its abilities.

25. EQUIPMENT RETURN AND DAMAGES. USER AGREES to inspect event site before AEG'S departure and confirm in writing all PROPERTY has been returned. USER AGREES for the period from leaving AEG's warehouse until its return to AEG's warehouse:

25.1. USER is solely responsible for the return of all PROPERTY in a condition equal to that of when it arrived and repair or replacement of PROPERTY damaged or lost by improper use, vandalism, theft, weather or other means;

25.2. USER shall make every reasonable effort to prevent damage and loss;

25.3. USER SHALL return PROPERTY to AEG and cover all costs required including payment of additional rent at the rate of 3X-DAYRATE for each day or part thereof equipment is not returned to AEG after the contracted EVENT TIME;

25.4. USER AGREES to pay AEG 12X-DAYRATE for any PROPERTY not returned after 15 days of end of AGREEMENT.

26. NON-INTEGRAL DECORATIVE ATTACHMENTS (DECAT) includes decorative items and items such as designs, buckles, knobs, fasteners, handles, bull horns, paint, lettering, appendages and all other parts that are not integral to the operation or function of the EQUIPMENT to which it is attached. An item is not integral if its presence is not required, replaced in function or purpose, or worked around so that EQUIPMENT remains within its guaranteed uptime. The PARTIES agree DECAT is not warrantied and no dispute may be made based upon it.

27. USER SHALL maintain proper security and crowd control over the event to minimize any potential for loss.

28. FOODSTUFFS & PROGRAM SUPPLIES are not returnable or refundable.

29. MAXIMUM ATTENDANCE LIMITS. USER AGREES PROPERTY shall not be over-loaded, over-used or abused during the event and to assure compliance with all postings. USER AGREES overloaded PROPERTY shall be shut down without notice or recourse.

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SECTION FIVE. DELIVERY & RETURN.

DELIVERY means both delivering PSL to and retrieving it from the ESITE. AEG acts only as USER's agent to secure ICS for DELIVERY such is separate from PSL cost. DELIVERY AND RETURN times are estimates, not guaranteed and subject to change as AEG or ICS require. DELIVERY is from ship point and the warehouse specified in the EOS.

DELIVERY is to event address on EO and if none, to USER address. USER is solely responsible for all costs and consequences of inaccurate delivery address. DELIVERY includes all time from PSL leaving warehouse until its return excluding event time (ETIME), setup and takedown time. ESITE arrival time is an estimate and USER is to plan for travel and delays and not schedule labor based upon it. For tent installations under 5,000 SF, ESITE ACCESS must be available 3-days before the EDATE for tent installations over 5,000 SF, ESITE ACCESS must be available at least 5-days before the EDATE or if longer, as determined by AEG with notice given USER 20+-days in advance. There is no guaranteed or contracted delivery time other than PSL shall be ready by the ESTIME. Overtime (OT) DELIVERY is only as specified in Additional Agreement Points (AAP) section. DELIVERY means the transporting of PSL to the ESITE, unless USER has paid for ONSITE services, USER is responsible for removal from the transport vehicle, all preparation and cleaning, all setup, all operating and supervision services, all takedown and all reloading onto the transport vehicle and such shall be also known as DROP-OFF ONLY. USER shall inspect items prior to and upon DELIVERY or accepts as-is and preparation, repair and cleaning of PROPERTY may occur on ESITE. USER shall sign the EO delivery acceptance during setup, if any such service provided by AEG, that lists any ERROR or OMISSION or within 24 hours of delivery submit a DEFNOTICE noting all ERRORS and OMISSIONS, else accepts all PSL as-is. Retrieval from ESITE after event end (EEND) is without guarantee or warranty and shall typically begin within 24-hours excluding Sundays and Holidays plus an additional 24-hours for each 125 miles or part thereof. This may be extended due to weather, prior notice or emergency notice, as determined by AEG. If more than 200 miles must be travelled round-trip, retrieval is on a best efforts basis only and shall consider expected road and weather conditions for all of trip, all as determined solely by AEG. USER shall remain responsible for the return, protection and care of all PSL until retrieval and return is completed REGARDLESS of reason or circumstance. USER shall make every reasonable effort to protect PROPERTY and shall immediately contact AEG for instructions if any situation develops or is forecast that may negatively impact PSL. Unless expediting costs are paid, 20+ days are required for delivery, shipping and handling else PSL is provided on a BEST EFFORTS basis only. AEG shall notify USER by email of any condition that may or will require rescheduling as soon as it becomes known to AEG. COMMON CARRIER ITEMS: Items shipped by common carrier shall be by the method specified and paid for by USER. USER shall: return items in the same shipping containers as received, pay all costs of return, and ship such that AEG received return within 7-days of EEND. AEG is not responsible for carrier's delays. USER shall be responsible for additional rent if late in returns. Items late more than 15-days shall be purchased by USER at 12X-DAYRATE.

SECTION SIX. REPORTING.

DELIVERY ERRORS AND OMISSIONS: The USER must sign the delivery sheet as soon as the equipment is delivered, reporting any issues in the Errors and Omissions (E/OM) box. If USER fails to do this or is not available, all items are delivered as-is and without warranty. REPORT SHORTAGES AND PROBLEMS IMMEDIATELY. If during the setup process problems are found, they must also be reported in the E/OM box on the delivery sheet. If setup has been completed and no AEG crew remains, report issues immediately to defnotice@amerevent.com or by voicemail to voicemail toll-free to 888-849-2882 x0. This report must be submitted so that AEG has the IMMEDIATE opportunity to correct problems, substitute items, protect equipment and minimize damage. This must always be within 24-hours of setup completion. Unreported items are only adjustable if confirmed by the AEG delivery or setup crew. Reporting shall include the naming of each specific item of issue and its specific fault(s).

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SITE MAP AND INSTALLATION GUIDE. The USER is to provide their local warehouse with a site map and installation guide 7+ days before EDATE. It is to show the event site, equipment locations, utility locations (connection points and buried or overhead lines), access points and requirements and any other barriers to installation. Power connections must be within 100 feet and delivery points must be within 150 feet. Provide the CORRECT event address. Disclose all road closures and obstructions between your site and our warehouse. Show WHERE and WHEN items are to be delivered, unloaded, placed and reloaded. Verify everything will fit - AEG does not do this for you.

FOR DELIVERY EMERGENCIES the USER is to use the contacts given in their EO confirmation. REPORTING is not the same as NOTICE. NOTICE requirements are given in the T/C's and in POLICY-DEFINITIONS.

SECTION SEVEN. SAFETY, PERMITS & COMPLIANCE.

SAFETY. USER shall follow all safety and regulatory requirements and all recommended signage, warnings, restrictions, set-backs and exclusion zones in this [POLICY-SOP].

TAXES, PERMITS & REGULATORY. USER is responsible for all taxes, permits, regulatory compliance, costs and penalties regardless of subcontracting to AEG or others or contrary requirements. AEG may quit event without refund or recourse rather than perform any unlawful act. USER must contact their local regulatory agencies and understand all local requirements and equipment required and either supply or order all such items from AEG. AEG is responsible only for supplying equipment and services specifically listed on the event order with no responsibility for determining needs. AEG's assistance in securing permits for USER does not infer or transfer responsibility for meeting permit requirements to AEG. is not , not responsible

SECTION EIGHT. OTHER USER RESPONSIBILITIES.

The EVENT belongs to USER and AEG acts solely as USER's agent in providing PSL for it. USER is responsible for: all EVENT planning and the accuracy, contents or deficiencies of all orders; for all participants and ESITE; for safe equipment use, and for EVENT name and promotion.

TRANSFER OF CONTRACT. The EO is transferrable to another party only with the written consent of all PARTIES (original and transferee) and only if all T/C's are met and payments made, else the transfer contract is void and original returns to full force and effect. The USER is responsible for assuring the completion of any contract transfer, including all payments, else complete those requirements themselves. As such the original contractee (original USER) acts as the co-signor or guarantor of any transferee.

NO AUTHORITY OF AGENTS. All PARTIES understand and agree that no AGENT of any PARTY may alter any requirement or procedure required in the EO or any attachment or any AEG standard practice except if authorized by duly signed power of attorney. This includes, but is not limited to, the fact that no AEG employee, contractor or volunteer can alter the contract or event requirements, responsibilities or liabilities unless duly authorized and no claim to the contrary by any PARTY shall be valid.

USER LABOR. If USER is responsible for providing any labor as shown in the EO's Event Labor Table, AAP Section or otherwise, USER's labor shall be able, suitable and capable of performing the work needed. No one under 18-years of age, incapable of lifting 50-lbs, or registered as a sex offender shall be used. Should USER fail to provide

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the required and suitable labor, USER shall compensate AEG for all missing labor at undiscounted double overtime rates as listed in Section 3 or this POLICY-SOP and no claim any reason related to time shall be valid.

DUE DILIGENCE. USER is solely responsible for DUE DILIGENCE. Their EVENT belongs to the USER and no one else. AEG assumes no responsibility for knowing what USER wants or assuring they receive it. AEG has no responsibility for: (1) knowing what USER wants or assuring they receive it, or (2) reminding USER of DUE DILIGENCE needs or arranging such for USER. DUE DILIGENCE is a defined contract term that includes at a minimum: (1) USER's viewing of equipment in any AEG warehouse prior to contracting and in the AEG delivering warehouse 10+ day before loading for delivery to EDATE; (2) USER's full understanding of the grade, appearance, sizing, and appropriate use of the equipment they are renting; (3) USER's request for and receiving of appropriate training for any task USER is responsible for (including all tasks prior to, during or subsequent to event) and USER must documentation such training; (4) USER's direct verbal communication with the delivering warehouse (and not a sales office) 10-15 days before EDATE to confirm all PSL needs, times and EDATE location, and (5) emailing a SITEMAP to DWHS 10+ days before EDATE.

USER agrees DUE DILIGENCE is absolutely necessary for a successful outcome and USER agrees: (1) DUE DILIGENCE is solely their responsibility and absolutely necessary for a successful outcome, (2) failure to exhibit DUE DILIGENCE is acceptance of PSL as-is and as meeting all expectations, without any warranty or recourse and (3) failure to meet DUE DILIGENCE requirements makes USER solely responsible for damages, lack of performance and all additional costs directly or indirectly incurred as a result.

DOCUMENTATION
DO NOT RETURN

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SECTION NINE. WIND & WEATHER.

Unless CDW Waiver purchased, USER is responsible for loss of use and correcting damage, disruptions and inconveniences caused by storms or weather, including windblown rain, overflowing gutters, gutter seams, surface and ground drainage and all other. No claim of improper equipment installation shall be made or considered.

USER shall assure NO USE of outdoor rides, activities, equipment of tents during inclement weather or when lightning nearby.



Rides and activities shall have a Beaufort Wind Scale rating of less than 7 Tents shall have Beaufort Wind Scale rating of 8 in dry soil or 7 in wet soil. USER shall order "WIND KITS" for installation when potential for storms and/or winds exist. If proper WIND KITS installed and used, tent rating shall increase by 1 force rating in wet soil or 2 in dry soil. However, no tent shall be rated above 10 on the Beaufort Wind Scale. Users must vacate tent in the event of inclement weather.

Beaufort Force	Wind Speed	Description
7	31-38 mph	Near gale
8	39-46 mph	Gale
9	47-54 mph	Strong gale
10	55-63 mph	Storm
11	64-72 mph	Violent storm
12	73 mph and over	Hurricane

Bad weather can impact ANY event. About 1 in 20 outdoor events are seriously impacted. The USER is responsible for all damage or loss unless they have proper insurance and AEG is listed as an additional insured on the policy and/or USER has purchased the CDW waiver. USER must always care for and protect the equipment rented until it is returned, no matter how long that takes and regardless of delays. AEG does not reset or provide new equipment if your event is damaged or knocked down by weather unless the additional labor costs are paid or the CDW waiver is in place. No claim or dispute can be considered when weather is a factor unless the CDW waiver is paid. Tents are rated to withstand sustained 38 MPH winds and single gusts up to 46 MPH if the soil is not saturated. Tents with wind kits (additional cost) can withstand about 10 MPH higher. No tent should be used if wind over 50 MPH or lightning is forecast. No vendor rating above these levels are accurate or safe.

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SECTION TEN. AMUSEMENT WORKERS BARGAINING UNIT AGREEMENT REQUIREMENTS.

An agreement exists for the treatment of workers performing any task on ESITES ("AWBUA"). USER is solely responsible for their meeting the requirements and all related costs of the AWBUA and the following terms and conditions shall apply and be enforced, else USER is in DEFAULT OF EO:

AMUSEMENT WORKERS ("ENTERTAINERS") includes: technicians, stage hands, ride & game operators, entertainers & casino dealers shall be considered CONTRACTORS in service of USER and employees of a Labor Contractor who will be responsible for payment of wages, payroll taxes and required insurances (including Workmen's Compensation) to an for the individual workers. AEG shall only act as USER's agent in the securing of such workers and in transferring any funds collected by AEG from USER for such purpose.

EVENT WORKERS includes: ENTERTAINER(s) and AEG'S management, workers and sub-contractors on EVENT SITE for delivery, loading, setup, takedown, supervision or any other purpose.

10.1 DANGEROUS OR HOSTILE WORK ENVIRONMENT ("HWE"). At no time shall a HWE be created by USER, any USER AGENT or any PARTICIPANT through (10.1.1) threat, intimidation, assault or battery, (10.1.2) sexual suggestion or misconduct, (10.1.3) authoritarian, profane, cursing or demeaning language, (10.1.4) person other than USER or one USER'S AGENT onsite during setup, (10.1.5) intoxicating item or intoxicated person onsite during setup, (10.1.6) the making of false or misrepresentative statements at any time, (10.1.7) potentially unsafe conditions, (10.1.8) demand for PSL not in EO and/or (10.1.9) action contrary to this POLICY-SOP. (10.1.10) Further, USER, USER'S AGENT or any PARTICIPANT shall not direct or comment upon any work, work effort or the AEG's procedures to, in front of about any EVENT WORKER. (10.1.11) No worker shall be asked to perform during inclement weather conditions or refused shelter when such conditions are imminent. (10.1.12) An HWE fee of \$200 shall be charged to USER for each incidence of HWE caused.

10.2. ARRIVAL and DEPARTURE TIMES. ENTERTAINERS shall arrive within 5 minutes before ESTART and leave within 5 minutes after the EEND. Set-up and clean-up times MUST also be within these times, allow required periods prior to expectation of activity start. USER may not request ENTERTAINER(s) arrive early or leave late unless prior payment has been made for their services or USER pays for such additional time and services directly to ENTERTAINER(s) on ESITE. Unpaid requests shall be void, regardless of the statements of any party and AEG shall have no responsibility to any party related to such requests.

10.3. SET-UP / CLEAN-UP. A 10-15 minute set-up and clean-up period shall be allowed dealer ENTERTAINER(s). For example an event scheduled for 7:00 P to 10:00 P will have an actual period of play from approximately 7:15 P to 9:45 P. USER must plan accordingly and contract for additional services as needed.

10.4. PAYMENTS AND REPORTING OF ISSUES. All EO conditions and requirements in this POLICY-SOP apply.

10.5. FREEDOM OF MOVEMENT. The right of a worker to move about or leave the event site SHALL NOT be restricted or hindered except that it may be limited to the actual event space, unhindered egress to and from that space and for locked secure areas.

10.6. BREAKS. All workers shall receive a 15 minute break every 2 hours and an additional 15 minute break (totaling a continuous 30 minutes) every 4 hours. USER shall be responsible for assuring adequate staffing during break periods. Should there not be enough staffing available; use of effected equipment will be discontinued during these periods with no adjustment, compensation or offset and no consideration against the in-service warranty. Break periods shall count towards hours of service provided to USER. USER shall in no way hinder, restrict or negatively comment upon or otherwise impact BREAKS.

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10.7. MAXIMUM WORKDAY. No worker may labor over 16 hours in any one day. This includes travel, setup, event and take-down times.

10.8. MEALS. If the onsite hours required for any worker exceeds 5 hours in any one day, the USER shall provide a suitable meal for that worker. If the onsite hours required for any worker exceeds 9 hours in any one day, the USER shall provide two suitable meals for that worker. Any such costs paid by AEG shall be reimbursed by USER. It is agreed such costs will be limited to \$6 for breakfast, \$8 for lunch and \$12 for dinner.

10.9. LODGING. If the onsite hours required for any worker exceeds 12 hours in any one day, the USER shall provide suitable lodging for that worker. Any such costs paid by AEG shall be reimbursed by USER.

10.10. FREE PARKING AND ADMISSION. The USER shall provide free admission to and free parking at the event site for all workers or cover all such costs. Any such costs paid by AEG shall be reimbursed by USER.

10.11. WORKER RESTRICTION. USER shall have no right to restrict the natural conditions and life choices of workers, except as specifically provided by law. Workers may only be limited based upon proven abilities or lack thereof or as follows: 10.11.1. LANGUAGE. AEG's policy is that all workers speak American English during onsite periods; however, USER may not restrict worker's use of any language. 10.11.2. RELIGION. USER may not restrict workers on any religious basis. 10.11.3. GENDER. USER may not limit workers to any gender or set any conditions based on gender. 10.11.4. NATIONAL ORIGIN. USER may not limit workers based upon national origin. 10.11.5. SEXUAL ORIENTATION. USER may not limit workers based upon sexual orientation however no worker may make sexual references or actions while in service of AEG. NO PERSON listed on any sexual offender database may serve in any capacity during EVENT. 10.11.6. SAFE SANCTUARY. No worker may violate AEG's SAFE SANCTUARY policy. 10.11.7. SMOKING. No worker may be restricted from smoking unless prohibited by law or a suitable designated smoking area within 100 yards of the event site is provided. A suitable location will have signage, ash trays and seats. If smoking is prohibited by law or a suitable designated smoking area is not available, USER shall give AEG a minimum one weeks' notice of such and pay a \$0.50 per work hour premium for non-smoking workers.

10.12 ILLEGAL ACTIVITIES, ALCOHOLIC and ILLEGAL DRUG CONSUMPTION. USER shall have every right to restrict improper or illegal activities including onsite alcoholic beverage and illegal drug consumption onsite or offsite if such impacts onsite activities. When alcoholic beverages are legally consumed onsite, workers may be restricted to consumption only during off-duty periods. For the purpose of this determination, breaks are considered on-duty. 10.12.1. CLAIM OF IMPROPER CONDUCT. Should any party claim improper conduct of a worker, the claimant shall be responsible for validating and proving such claim, including the paying of any analysis and testing costs (ie: the claimant shall pay all costs of drug testing). The worker shall not be responsible for disproving such claim, however, shall immediately participate in any needed testing. A false claim of improper conduct or a claim not subsequently proven true shall be considered an HWE subject to the HWE fee.

SECTION ELEVEN. WARRANTY.

THIS SECTION HAS BEEN REPLACED BY POLICY-WARRANTY. SEE: [HTTP://WARRANTY.AMEREVENT.COM](http://warranty.amerevent.com).

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SECTION 12. CHANGES & CANCELLATIONS.

USE FORM [HTTP://CC.AMEREVENT.COM](http://cc.amerevent.com) TO CHANGE POSTPONE OR CANCEL AN EO.
IF EVENT CANCELLATION, DAMAGE & WEATHER WAIVER ("CDW") HAS BEEN PURCHASED, USE THE CDW FORM.

Once an event order contract is confirmed, the PSL (property, equipment services and labor) is blocked out and not available to others. Labor is scheduled in advance with guaranteed minimum hours to workers. Cancelling an event requires covering the costs and losses incurred. To protect against many of these costs, purchase the CDW waiver. An ECREDIT is issued for credit amounts after a change, postponement or cancellation is made - amounts paid are not refundable in cash. An exception may occur if the CDW waiver is purchased. An ECREDIT is not a cash refund; it is a future event credit that is valid for 12 months.

CHANGES AND CANCELLATIONS.

Up to 10 days before your event, USER may add to an EO as needed (and as equipment is available) and reduce it up to 25% for a 20% restocking fee. An ECREDIT valid for 12 months shall be issued for non-expended Reducing over 25%, changing the event date or cancelling the event requires submission of FORM-CC online at <http://cc.amerevent.com>.

When FORM-CC must be filed, a 20% restocking fee must be paid and all costs incurred by AEG for equipment preparation, transfer, delivery, services, labor and other. FORM-CC must be completed, signed and filed more than 3-days before EDATE, else no adjustment is available and all amounts paid are non-refundable.