



## AMERICAN EVENT GROUP, INC. (AEG) TERMS AND CONDITIONS (T/C'S) (ver 23.265 r2)

THESE T/C'S APPLY TO ANY AND ALL RENTALS, SALES, SERVICES or LABOR (RSSL), INFORMATION AND OTHER ASSETS OWNED OR PROVIDED BY AEG TO RENTER.

In consideration of the value in excess of one-dollar (\$1) received through the preparation of the EVENT ORDER (as defined below), the PARTIES affirm and agree to the following:

**CORNERSTONE AGREEMENT.** This agreement is for RENTAL and contracting of AEG RENTALS, SERVICES, SALES and LABOR ("RSSL") and its FOUR CORNERS ("4-CORNERS") includes all pages of the EVENT ORDER, these T/C's (ver 23.265 r2) and the ATTACHMENTS given in T/C-4 below (hereinafter altogether the "EVENT ORDER" or "EO") are © 2019-2024 by AEG all rights reserved and the exclusive agreement between the RENTER (also known as "USER"), SIGNOR and AEG (the PARTIES). It is agreed should the SIGNOR be other than the individual named on the EO, said SIGNOR shall immediately upon signing replace all others and the contract shall thereafter be in their name. It is agreed the SIGNOR accepts full and complete personal and (when applicable) corporate responsibility and liability for the EO. No THIRD PARTY or SUCCESSOR (as defined, including entity, STAKEHOLDER, RELATIVE or other) shall have responsibility or liabilities for or from the EO, except as may be specified herein and it is specifically agreed any naming of such as a PARTY to this agreement in any proceeding shall be in DEFAULT subject to all DEFAULT costs and fees. AEG's Corporate Admin (CA) is its representative and shall be communicated with only in writing. The PARTIES affirm the EO, all TERMS and all POLICIES attached hereto have been fully reviewed, understood, negotiated and are agreed to with no explanation or reminder of any term, condition or requirement needed of one PARTY to another. It is further agreed that any terms listed in SECTION AAP have or can be removed by the purchase of the TERMS WAIVER, CDW WAIVER and ADD-INS CGLI insurance. If such is not purchased, it is RENTER's choice and election to follow all terms herein without exception in consideration of the monetary benefit of the 30% discounted CONTRACT PRICING received with such discount VOID and STANDARD PRICING immediately payable if default occurs during the life of this agreement. The PARTIES confirm receipt, understanding and accuracy of and agreement to the EO in toto, with all being material terms the absence of any would have resulted in no agreement or contract. Individual confirmation of TERMS is waived. Items not listed in the EO are not ordered unless by CONSENT or USE. RENTER shall pay for all RSSL provided including ADDS for the full rental term, EXTENSIONS and for any unauthorized keeping. RENTER expressly waives all UCC rights and claims, waives all expressed and implied warranties, and INDEMNIFIES AEG from all claims except as specifically stated herein. Except as by law, POLICY-WARRANTY or USE WAIVERS, AEG and its AGENTS make no warranty and are not responsible for: ACTS OF GOD, WEATHER, FRUSTRATION OF PURPOSE, FORCE MAJEURE, CONSEQUENTIAL DAMAGES or EMERGENCY BASIS (altogether UNANTICIPATED ACTS), VENDORS or RENTER's: costs, labor, DAMAGES, LOSSES, expectations, opinion, belief, lack of confidence, disappointment, dissatisfaction, stress, DISQUIETUDE, inconvenience, order errors, liabilities, or IMAGINEERING and any issue, matter or dispute related to such shall be void with no defense required by AEG and each action using such as justification or defense of a claim shall be a DEFAULT. RENTALS, SERVICES, DELIVERY and OTHER costs are separate and distinct and ERRORS in one shall have no impact or consideration upon another. AEG may modify or cancel the EO without liability other than refund or credit as given herein. PAYMENTS made are not refundable and cannot be cancelled or charged-back. CASHOUT is only available in the case of DAMAGE DEPOSIT REFUNDS, AEG initiated cancellations or CDW WAIVER purchase; otherwise all credits and adjustments are by future event ECREDIT only. Handwritten or verbal understandings and cross-outs are not binding except for dates and signatures or by CONSENT. No AGENT has apparent authority or may accept or alter the EO. RENTER owns event and is solely responsible for its design, SUITABILITY, SIZING, planning, ordering, SPONSORS, PARTICIPANTS, RSSL use, WEATHER and ESITE and all costs and liabilities related thereto. AEG owns or leases RENTALS and RSSL is only available on a first order in, first order served, if-available, when-available basis except by CONSENT. It is agreed all actions and consequences related to the EVENT shall be on a NO-FAULT basis, with no attempt by either PARTY to assign fault or blame for any incident, however, the responsibilities of each PARTY shall be as defined herein with no attempt to shift or assign responsibilities as listed herein to another and any such attempt shall be invalid and if continuing after initial notice, in default. Delay in enforcing the EO is not a waiver of rights. In all matters, time is of the essence. Additionally, the PARTIES understand and agree as follows:

**T/C-1. AGREEMENT TO RENTER RESPONSIBILITIES.** RENTER agrees: (a) they have reviewed, understand and agree to; (b) they do not need explanation or reminder of and (c) they are solely responsible for and shall hereinafter meet all requirements of this T/C-1 (hereinafter altogether known as "RENTER RESPONSIBILITIES"). RENTER agrees to and affirms as follows: (1) they will continually meet the requirements of T/C-12 "DUE DILIGENCE" herein; (2) all RENTALS are STANDARD RENTAL GRADE with defects and RENTER preparation tasks and not new or SELECT or GRADE A unless so contracted; (3) they will provide EVENT SITE ("ESITE") and meet all owner, code and legal requirements for its USE and assure continuous ACCESS as defined to AEG from the time RSSL leaves DELIVERING WAREHOUSE ("DWHSE") until its return to DWHSE; (4) this EO, its CONTACTS, items ordered, sizes, times, dates, locations, BARRIERS, type of installation surface and the listing of such on the SITEMAP is accurate; (5) a SITEMAP will be timely provided to AEG as given on <https://sitemap.amerevent.com>; (6) RENTER is solely responsible for correct sizing, types, kinds, quality and grade of any RENTALS ordered and AEG is not responsible for and makes no effort to determine RENTER's needs. Further no recommendation, advice or opinion given by AEG shall be deemed making AEG responsible and only RENTER determines their needs; (6) RENTER will perform a WAREHOUSE REVIEW by inspecting all RENTALS at DELIVERING WAREHOUSE (DWHSE) at least 4 and not more than 10 days before DELIVERY else accepts rentals as delivered and as meeting all RENTER requirements without dispute; (7) RENTER has verified tent sizing needs using the information at <https://www.amerevent.com/TENTS/calculator.shtml>; (8) to provide immediate written notice of any change, postponement, cancellation, weather or any other condition that may impact performance of this contract by the processes given herein with no verbal or other understanding being valid; (9) all ESITE needs, including: (a) authorized use, (b) setup location(s), assuring they are flat, level, clear and trimmed and correct stating of the installation surface to AEG and the proper exact marking of all 4 corners of the installation location of any item over 400 SF, (c) one and only one point of contact on ESITE who shall be at ESITE when labor is present and who will supervise and maintain safety and security on site and provide for RENTALS and UTILITY

location and any other information needed; (d) no other persons within 50-ft of setup or takedown locations while work is underway, (e) no OSTACLES, persons, vehicles or other obstructions whatsoever that in any way impede or hinder ACCESS during the delivery, setup or removal of RSSL, (g) continual access, (h) clear marking of all UTILITIES or obstructions on, above or below its surface, (i) all preparations needed to prevent damage caused by rentals, delivery or services including protection to flooring, lawns, drives and other surfaces, removal of décor, assurance of unrestricted access and (j) to repair any damage caused by anyone for any reason during the PERIOD OF USE including unintended negligence; (k) to EQUIPMENT CARE during PERIOD OF USE without regard to who performs transport, including repair of damages, standard maintenance, tightening, straightening, water/ice/snow SHEDDING, cleaning, oiling, greasing, fueling, maintaining fluid levels, replacing lost or missing fasteners, correcting or limiting loose fittings, breaks or tears, protection from weather, theft or loss and any other activity needed to maintain equipment in as-received condition or better, with any part of these items being provided by AEG only if listed as a separate EO line items and cost (it is understood that the purchase of the CDW waiver can mitigate damage costs). Further, EQUIPMENT CARE shall include the following: (aa) all items given in: <https://www.amerevent.com/TENTS/USER/TENTUSE.shtml>, <https://responsibilities.amerevent.com/> and any web documents linked to within those webpages; (bb) the keeping of all RENTALS except tents undercover if used outdoors when not in use and not exposed to sun or weather; and (cc) completing all instruction and training required for RSSL use and maintenance during PERIOD OF USE with such being listed as a separate EO line item and cost if provided by AEG; (10) to INSURANCE as required herein; (11) to provide all RENTER LABOR, labor training and labor certification(s) required; (12) maintenance of the required EXCLUSION ZONE around all RENTALS; (13) to all POLICY requirements, including POLICY-SOP; (14) to USE WAIVERS for MECHRIDES; (15) to provide utilities; (16) to provide all safety, including the monitoring of WEATHER and the stoppage of work and USE during INCLEMENT WEATHER, while HAZARDS exist or as otherwise required herein; (17) to immediately vacate everyone from within a tent and within at least 20-ft outside a tent if a storm or winds greater than 30-MPH are possible. It is understood it is safer to shelter inside a well constructed building or even a vehicle than within a tent and it is agreed tents are not storm shelters; (18) to comply with all laws and local codes, including health requirements; (19) to all ANCHORING needs; (20) to immediate report and add any necessary RSSL required to meet any condition, including WEATHER; (22) to immediately reimburse AEG for all damage and loss to RENTALS during the PERIOD OF USE with such costs as reasonably determined by AEG and shall include any caused by SUN, WEATHER, WIND, ACTS OF GOD and any other cause, with no unreported claim as required herein of "normal wear and tear", "installation error", "negligence" or similar being valid or considered; (23) to return RENTALS in the condition received or better including items AEG is unable to timely retrieve and to pay additional rent on such items until so returned, and (23) to maintain ETHICS (as defined) in all things related to this contract. Incomplete, false, OPINION AS FACT or misleading information shall not be communicated nor shall any threatening, vulgar or demeaning communication occur.

RENTER shall only have right of access and to use RENTALS between the RENTAL START TIME ("RST") and RENTAL END TIME ("RET"). Delivery and installation can take until RST without recourse or regard to any other understanding(s). RENTER agrees to increase RENTAL period as necessary to meet all their needs or requirements. RENTER is solely responsible for return of RENTALS and if AEG fails to retrieve any item(s) RENTER return them to the DWHSE and cover all costs. AEG shall only be liable only for refund of the unused portion of the VENDOR DIRECT PAYMENT and no other RENTER costs or inconveniences shall be considered or reimbursed. RENTER's failure to promptly return shall be UNAUTHORIZED KEEPING subject to additional rent and felony prosecution under state law for failure to return rented assets. RENTER agrees nothing discussed or intended is binding if not listed in EO except by CONSENT. RSSL selection: (a) RENTER accepts full responsibility for the selection, sizing, and choice of RSSL that fully meets their needs or desires; (b) AEG shall have no responsibility to advise or suggest RSSL options to RENTER; (c) If AEG does suggest RSSL options, RENTER is not relieved of their selection responsibilities given herein. AEG shall provide rentals and basic installation services but no design, training or other services unless specified herein or in the EO. AEG does not provide MECHRIDES and is not responsible for them even if/when providing assistance to RENTER. RENTER shall not assign, sublet, modify or move from its original point of placement any RENTAL except by CONSENT. RENTER agrees AEG owns CIR and SURRENDERED PROPERTY. It is agreed if RENTER RESPONSIBILITIES are not fully met, AEG at its sole option may QUIT performance of contract with the only adjustment or refund being an ECREDIT if so provided by POLICY-WARRANTY.

T/C-1.1 AUTHORIZATION TO MEET REQUIREMENTS. Should RENTER fail to fulfill any and all RENTER RESPONSIBILITIES or DUE DILIGENCE requirements stated herein, RENTER hereby authorized AEG to take any action AEG deems necessary to do so without further notice and RENTER agrees to pay any and all additional costs so incurred as determined solely by AEG at STANDARD RENTAL RATE, EMERGENCY CALLOUT RATE (double overtime) and contract revision costs. AEG will attempt to notify RENTER, RENTER AGENT or RENTER's onsite representative as soon as possible. RENTER's only other option is to CANCEL by FORM-CC any RSSL AEG deems not meeting requirements immediately upon notice and before any use occurs. In such case, RENTER is responsible for all additional costs incurred before FORM-CC of POLICY-CC is submitted to AEG and for all cancellation costs provided therein (up to 100% with a 25% minimum).

T/C-1.2 RENTER AGENT. RENTER may name any person to act on their behalf in the performance of this contract, including making changes, adds and cancellations and such person shall be designed on the EO as RENTER AGENT. RENTER AGENT shall have POWER OF ATTORNEY to act on RENTER's behalf from the time of designation until the EVENT END TIME and RENTER AGENT authority shall not extend beyond this. AEG may upon notice, remove and terminate the authority of any RENTER AGENT as AEG may deem appropriate and this shall be without recourse. The designation RENTER AGENT is different and distinct from AEG acting as agent of RENTER as given herein.

T/C-1.2.1 RENTER is responsible for the actions of any person or entity acting on their behalf, cause or interest and for any cost or default of contract they may cause. RENTER shall within 48-hours correct any such DEFAULT, cover any costs incurred and affirm no future DEFAULTs will occur, else all DEFAULT fees and costs shall apply.

T/C-1.3. RENTER SHALL HAVE AN ONSITE REPRESENTATIVE as given in T/C-14.4 (below) who shall be present onsite during installation and raise any issues or concerns at that time so they can be immediately corrected. The PARTIES agree known issues or concerns not so raised shall be accepted as-is, where-is and without adjustment.

T/C-2. ACKNOWLEDGEMENT OF RISK. RENTER understands and accepts: (1) there are risks in signing this EO including RENTALS and LABOR becoming unavailable, damage, injury and harm due to WEATHER, HAZARDS, UNANTICIPATED ACTS, business sale,

closure and/or insolvency and for any other reasons and (2) there is a significant chance for complete loss or failure of event due to WEATHER for which RENTER is solely responsible and RENTER agree no claim of "faulty equipment or services" shall be valid when WEATHER plays any part in the matter. RENTER expressly accepts all direct and indirect risk of such and agrees they are solely responsible for harm, DAMAGE, costs and loss directly or indirectly related to it. RENTER expressly waives all claims and INDEMNIFIES AEG against any liability and agrees to pay for any loss, including incidental and CONSEQUENTIAL DAMAGES and replacement costs. RENTER agrees to meet all "TC-15 INSURANCE" requirements (below). The PARTIES further agree, this EO shall terminate upon the death, termination or dissolution of any PARTY and no other person or entity shall be deemed an heir or successor to the EO or have any liabilities or responsibilities thereto and all PARTIES to this EO shall be deemed unsecured debtors.

T/C-3. ADDITIONAL AGREEMENT POINTS. Items listed in SECTION AAP of the EO shall dominate over all other provisions herein, including those of similar or conflicting subject matter.

T/C-4. ATTACHMENTS. RENTER agrees the TERMS, CONFIRMATION, POLICY-CBR, POLICY-CC, POLICY-DEFINITIONS, POLICY-DRP, POLICY-INSURANCE, POLICY-MATCH, POLICY-PAY, POLICY-SOP, POLICY-WARRANTY and POLICY-VDP are reviewed, attached, and binding hereto by reference, are part of the 4-CORNERS of this agreement and available at: <https://terms.amerevent.com>.

T/C-5. AVAILABILITY. AEG agrees deliver the rentals and services in this EO AGREEMENT and not to cancel RENTER's order within 30-days of the RST subject only to DEFAULT, DISSOLUTION, UNANTICIPATED ACTS and BEST EFFORTS as applicable.

T/C-6. CANCELLATIONS, CHANGES, POSTPONEMENTS and SUBSTITUTIONS are allowed by AEG for (1) UNANTICIPATED ACTS with a cash refund of unexpended funds after all contract revisions and all costs of substitutions are deducted or (2) by RENTER according to the terms, notice and requirements of POLICY-CC (<http://cc.amerevent.com>) with refund as given in T/C-21 only. RENTER is required to complete DUE DILIGENCE prior to contracting and no claim of unsuitability, error, incorrect billing, better pricing elsewhere or change of mind shall be considered after contract CONFIRMATION or used as justification for unilateral cancellation. EXPENDED COSTS are earned and not refundable or adjustable and on other amounts a minimum 25% cancellation fee shall apply with submission of FORM-CC or 50% without. All costs become EXPENDED COSTS upon delivery or setup whichever is later. There is no onsite option to review RENTALS for acceptability, this must be done at least 10-days prior to delivery at the DWHSE. POSTPONED contracts that are subsequently cancelled shall have a 100% cancellation fee. PAYMENTS once made are not refundable and cannot be cancelled or charged-back. CASHOUT is only available in the cases of (a) DAMAGE DEPOSIT REFUND, (b) AEG initiated cancellations or (c) CDW WAIVER use; otherwise all credits and adjustments are by future event ECREDIT only. For CASHOUT, RENTER shall file claim with their insurer as required in T/C-15 or with AEG if RENTER has purchased the CDW waiver. Delivery or provision of RSSL shall not be required for the cancellation fee to be in effect and payable. AEG may SUBSTITUTE RSSL/RSSL of equal or better functionality, size or use or of higher quality, cost, or grade at any time and without notice provided such occurs without charge to RENTER for the SUBSTITUTED RSSL only. POLICY-CC shall apply without regard to or need of actual incurred costs by AEG. No other agreement is valid except by CONSENT.

T/C-6.1: HEALTH EMERGENCY, WEATHER EMERGENCY AND UNANTICIPATED ACTS. It is agreed that either PARTY may POSTPONE and reschedule an event prior to delivery for up to 1-year for payment of a \$75 rescheduling fee (\$75 cash if by RENTER, \$75 ECREDIT if by AEG) and payment of any costs already incurred if any UNANTICIPATED ACTS occur at the DWHSE or VENUE location, including DISEASE such as COVID-19, terrorism, or WEATHER EMERGENCY if declared by the National Weather Service, and neither party shall DISPARAGE or make demands upon the other in any such instance.

T/C-6.2: DISCONTINUATION, DEATH OR DISSOLUTION. All PARTIES agree: (1) this EO terminates without recourse upon the DISCONTINUATION, DEATH or DISSOLUTION of any PARTY; (2) each PARTY shall have all-risks insurance or SELF-INSURANCE to cover against any potential loss or damages they incur due to such; (3) no action or claim shall be taken against any other person or entity for any loss or damage so incurred and if taken shall be in DEFAULT; and (4) any subsequent use or provision of RENTALS and SERVICES shall be only by a new EO contract.

T/C-6.2.1: If for any reason AEG dissolves or discontinues any services contracted by RENTER, AEG shall refund payment(s) made by RENTER for undelivered rentals and services and no other penalty, costs or damages shall be owed by AEG or due to RENTER. Payments made for services already rendered, such as pre-event rentals or equipment tests, site visits and reviews, design engineering, inspections and permits are earned upon performance of the service and are not refundable if a later rental does not occur.

T/C-6.3: CHANGES TO RENTALS. RENTALS are delivered in their existing stage and condition at time of rental as reviewed, verified and confirmed by RENTERS DUE DILIGENCE completion. Should RENTER desire a different finish, surface, décor or any change to a RENTAL, this may be done upon AEG's CONSENT. Changes made without CONSENT that AEG determines an improvement shall remain part of the piece of equipment and become the property of AEG after conclusion of RENTAL otherwise removed and the RENTAL returned to the condition as initially rented. This shall be solely AEG's determination. RENTER is responsible for all costs incurred by both PARTIES to meet the requirements of this section.

T/C-6.4: DELIVERY REQUIRES PAYMENT. DELIVERY or USE of RSSL including substitutions requires payment for rental and any delivery, labor, services and other associated costs. No item shall be "free of charge" or cancelled with no payment due.

T/C-6.5: CONFIRMATION REQUIRED. No request to cancel, change, postpone or substitute any or all of EO shall be deemed received or in effect until confirmed in writing by AEG. RENTER shall keep confirmation in case of future need.

T/C-7. EO CONFIRMATION. EO shall be binding upon CONFIRMATION and no claim of unsuitability, better pricing, or services elsewhere or change of mind shall be valid. Within 24-hours of EO CONFIRMATION, RENTER shall verify accuracy of delivery address, timing, CONTACTS, and line items listed in CONFIRMATION and any documents transmitted with CONFIRMATION. RENTER shall provide SITEMAP to AEG within 48-hours of CONFIRMATION receipt and in all cases not less than 48-hours before setup start. CONFIRMATIONS issued less than 15 days before RENTAL START DATE, with delivery mileage exceeding 50 miles or

without DUE DILIGENCE shall not be cancellable without a cancellation fee up to 100% (minimum 25%) as given in POLICY-CC and shall be on BEST EFFORTS ONLY.

T/C-8. DAMAGE, LOSS, EXCESS USE ("DLEU"). RENTER is solely responsible for TIMELY return of RENTALS in the condition received, EQUIPMENT CARE and for all DLEU and lost RENTALS including those for UNANTICIPATED ACTS including choice, SUN, WEATHER, WIND and ACTS OF GOD at 12X-DAYRATE at current costs without consideration of depreciation as determined by AEG, unless limited by CDW waiver. Unauthorized, uncontracted and/or EXCESS USE shall be charged at 3X-DAYRATE. RENTER shall have up to 10-days after first becoming aware of any DLEU to document and photograph all RSSL/RSSL, either on event site or in DWHSE so that no confusion or dispute of DLEU can exist between the PARTIES, however in such instances AEG's determinations shall be final. RENTER shall make all efforts to prevent and minimize DLEU.

T/C-8.1: RENTER is responsible for return of rentals in the condition received if for ANY reason RENTALS cannot be timely retrieved by AEG or the contractor hired on RENTER's behalf by AEG. If such occurs and RENTER does not return RENTALS to the DWHSE (delivering warehouse) RENTER shall assure RENTALS are secured from damage, theft, WEATHER and all BARRIERS to retrieval. RENTER shall be responsible for additional RENT until items are returned in the condition received (or better). RENTER is solely responsible for all costs related to this paragraph.

T/C-8.1.1: The PARTIES agree there shall be no pick-up at or return to the AEG warehouse that is unsupervised or unrecorded by AEG. No return shall be deemed completed without AEG's written confirmation.

T/C-8.2: Adhesives, holes, paint. RENTER shall not apply glue, tape, adhesives, wraps, glue, paint, nails, screws, staples or any other item that may change the original characteristics of the RENTAL nor cause holes, cuts or chipping unless the prior written CONSENT of AEG is given with RENTER agreeing to pay all resulting costs.

T/C-8.3: RENTER agrees AEG may debit any of their financial accounts or instruments for up to two times (2X) the DAMAGE DEPOSIT listed on the EO until the final determination of costs can be made.

T/C-8.4: RENTER agrees to pay a \$20 notice fee for each notification required under this section.

T/C-8.5: Should RENTER fail to reimburse DLEU within 30-days of notice, RENTER shall pay 1X-DAYRATE for each day after loss in addition to all repair and/or replacement costs, without regard to the 12X-DAYRATE limit given herein.

T/C-9. DEFAULT shall be as defined herein with COMPLAINT COSTS (as defined) of all PARTIES being paid by PARTY in DEFAULT. COMPLAINT COSTS include but are not limited to: (a) administrative costs, (b) notice costs, (c) collection costs, (d) costs due to loss of CONTRACT PRICING and OFFSETS (when applicable as given in T/C-20), (e) 3X-DAYRATE on unpaid RSSL, (f) attorney costs, (g) attorney retainer costs, (h) Court, filing and service costs and (i) default fees of \$100 or more as provided herein per day per incidence of default. AEG may RETAKE RENTALS or any other action, inaction or quit in attempt to mitigate a DEFAULT including any action(s) AEG deems necessary outside of POLICY-DRP's requirements, with such actions not being in DEFAULT.

T/C-9.1: In the case of DEFAULT: (a) communications shall be from or to AEG using the email [LEGAL@AMEREVENT.COM](mailto:LEGAL@AMEREVENT.COM) (as defined) and to or from RENTER using RENTER's EMAIL as given on the EO and (b) the PARTIES may but shall have no obligation to communicate through, by or to an attorney except as required by Law. No demand otherwise shall be valid.

T/C-9.2: At all times an Attorney not licensed to practice in the State of Illinois may advise their client as they mutually desire, but such Attorney shall make no demand upon the other PARTY and shall not use or quote any law except that applicable in the State of Illinois. There shall be no obligation or demand that either PARTY communicate through or to an ATTORNEY except as required by the Court in which an action is underway.

T/C-9.3: SUPERIOR DEFAULT. A SUPERIOR DEFAULT shall be any of: (1) any attempt to disregard, circumvent or use of any other dispute resolution process other than that provided in POLICY-DRP, (2) any attempt to disregard, circumvent, mislead or use any other dispute resolution process after entering into DRP dispute resolution as provided in POLICY-DRP, (3) agreeing to end a DEFAULT and return to contract compliance then DEFAULTING again on any contract requirement or (4) (a) making or authorizing payment on account by an unavailable source, (b) stopping or in any way blocking a payment made on account or (c) using any RSSL without full payment except when case of CONSENT, shall be a SUPERIOR DEFAULT subject to 10-times the normal DEFAULT fees or \$1,000 per day per instance of default. Upon notice, the DEFAULTING PARTY shall have 48-hours to retract, remove and correct any damage done before SUPERIOR DEFAULT fees begin accumulating and such shall have no upper limit.

T/C-9.4: RETURN TO COMPLAINT. The PARTY in default shall confirm in writing to the other PARTY within the CURE PERIOD provided herein that they have returned to compliance with all contract terms and will not violate any terms or cause any default in the future. Failure to do this is in itself a DEFAULT any existing fault(s) shall be deemed uncured.

T/C-10. DEFINITIONS. Capitalized words herein shall have the meanings given in POLICY-DEFINITIONS unless otherwise given herein.

T/C-11. DEFICIENCY NOTICE, DISPUTES AND CLAIMS.

T/C-11.1 DEFICIENCY NOTICE ("DEFNOTICE"). RENTER or RENTER AGENT shall be present upon DELIVERY and immediately, not to exceed 2 hours, detail any CLAIM, ERROR, DEFICIENCY, defective or missing RENTAL or RSSL or loss (altogether REPORTABLE INCIDENT) immediately upon discovery by one of the following means: (a) by writing in the ERRORS AND OMISSIONS section on AEG's copy of the DELIVERY CONFIRMATION or (b) by email to [DEFNOTICE@amerevent.com](mailto:DEFNOTICE@amerevent.com) or by fax to (888) 849-2882. The PARTIES agree RENTER shall save a copy of the DEFNOTICE submitted by DELIVERY CONFIRMATION, the automatic email return receipt and/or their fax completion confirmation as proof of submission and no claim of submission shall be valid or considered submitted without such. The submitted

DEFNOTICE shall detail all issues and be submitted as soon as possible so that costs and loss to any PARTY may be mitigated. Verbal, telephone and notice by any other means are not valid and be deemed unreported.

T/C-11.1.1 No claim of DEFICIENCY shall be refundable in cash if a timely DEFNOTICE was not given and shall only be adjustable by ECREDIT for the percent of lost warrantied use. AEG must have the opportunity to correct, repair, replace or substitute any DEFICIENCY so to minimize the impact on RENTER and RENTER's event. There shall be no warrantied lost use if WEATHER had any part or impact in the DEFICIENCY or claim.

T/C-11.1.2. It is agreed no claim of DEFICIENCY shall be reviewable or adjustable if a timely DEFNOTICE was not given and a WAREHOUSE REVIEW did not occur or if RENTER refuses substitutions available.

T/C-11.1.3 Any public notice of an alleged DEFICIENCY when a timely DEFICIENCY NOTICE has not been given so that AEG had the opportunity to correct, repair, replace or substitute shall be a SUPERIOR DEFAULT as defined herein.

T/C-11.2. DISPUTES. The PARTIES agree: (1) only POLICY-DRP (DRP) shall be used for dispute or claim resolution and to abide by its terms and FINDINGS; (2) if either PARTY disputes an EO term, requirement or cost or if RENTER believes any loss, damage or warranty claim exists, the PARTY in dispute shall follow POLICY-DRP and initiate DRP within 30-days of discovery (or 20-days if a RSSL deficiency, error or omission) by using the form at <http://drp.amerevent.com>; (3) no dispute exists until DRP is initiated; (4) AEG's enforcement of contract terms, costs, or requirements shall not be deemed a dispute or in dispute unless DRP is initiated and the specific items in dispute stated. DRP shall not be required for the enforcement of contract requirement; (5) all adjustments shall be determined according to POLICY-DRP, POLICY-WARRANTY and POLICY-CDW (if applicable) only; and (6) upon initiation of DRP, RENTER shall communicate to AEG at [LEGAL@AMEREVENT.COM](mailto:LEGAL@AMEREVENT.COM) (as defined) and AEG communicate to the RENTER's email address of record, or otherwise by CONSENT. A PARTY's use of any process outside of DRP including taking other action against any PARTY or NON-PARTY concerning this EO, other than informal resolution by CONSENT, shall be a FALSE ACTION and a SUPERIOR DEFAULT with all COSTS OF ACTION of BOTH PARTIES paid by the PARTY in DEFAULT in addition to all SUPERIOR DEFAULT fees allowed.

T/C-11.2.1. The assessments, statements or explanations given by AEG or CONTRACTOR(s) performing services for this EO shall be deemed prima facie correct and dominate over all alternative versions, unless proven incorrect.

T/C-11.3. CLAIMS. No claim or demand for consideration outside, in excess of or in addition to that given in this EO shall be valid, considered or reviewed. RENTER expressly waives all UCC rights and claims. RENTER agrees to pay all attorney, legal, Court costs and a CONTRACT REVIEW FEE of \$100 per hour (1/2 hour minimum) for CORP ADMIN efforts in/for: communications, appearances, copies of documentation, contract explanation and for review of requests, FALSE ACTIONS claims, disputes or demands or for frivolous submission of DRP requests or those with little or no basis for claim under mutually agreed and signed EO contract.

T/C-12. DUE DILIGENCE. RENTER shall exercise DUE DILIGENCE as defined, including: (1) PRE-INSPECTION and DWHSE RENTALS SELECTION; (2) 20+ day advance contracting to allow for SERVICING, (3) RENTER's independent selection of RSSL with no implied suitability by AEG; (4) RENTER's completion of all requirements of T/C-7 (CONFIRMATION) above, including correct listing of installation surface type and all required markings, CONFIRMATION, document verifications and transmission of SITEMAP; (5) keeping all RETURN CONFIRMATION(s) and (6) providing accurate CONTACTS, including a cellphone reachable by AEG by voice or text, that is/are continuously available and will be responded to by RENTER or an authorized AGENT within 10 minutes or less during delivery, setup, removal and return periods and available onsite during delivery, setup, the event, takedown and reloading. The RENTER or RENTER AGENT ("ONSITE AGENT", one person only) shall be onsite during setups and removals and assure all RSSL (defined as RENTALS, SALES, SERVICES or LABOR) are satisfactorily delivered, placed, and retrieved. RENTER shall immediately file a DEFNOTICE should any deficiency exist and without such notice all items are accepted as-is, where-is. Regardless of cause, RENTER is responsible for all additional labor incurred for installation, including any re-delivery and re-set costs. RENTER shall assure all RENTALS are protected from loss or damage while in RENTER's control or on ESITE and that all are placed in one central location after the event so all items are easily located and removed by AEG. RENTER is solely responsible for assuring retrieval of all items, including in case of UNANTICIPATED EVENT and shall return any item(s) not found during AEG's retrieval or RENTER shall pay the costs of an additional pickup trip, additional rent, venue costs and any damages incurred. Without DUE DILIGENCE, RSSL is without WARRANTY and on an AS-IS, BEST EFFORTS basis.

T/C-13. ERRORS (ERRORS AND OMISSIONS). The PARTIES agree ERRORS occur and AEG has until at least ESTART time for correction with any earlier claim or demand being a FALSE ACTION. ERRORS under 5% of the EO total shall be adjusted by ECREDIT. OFFSETS are given by AEG and are a non-refundable ZERO BASIS amount. OFFSETS are advance credit for ERRORS, omissions and item cancellations and shall be deducted from any adjustment \$1 for \$1 until no OFFSET remain. Only ESTART time is warrantied; DELIVERY, SETUP and RETRIEVAL times may vary as needed by AEG requires without recourse. RENTER is responsible EXCESS LABOR HOURS. RENTER shall file DEFNOTICE of any REPORTABLE INCIDENT using [defnotice@amerevent.com](mailto:defnotice@amerevent.com) immediately upon discovery and save return receipt. Time is of the essence and filings made more than 2-hours after discovery shall not be valid or reviewable. No dispute or claim of ERROR, billing error, missing item, DEFECTIVE RENTAL, RSSL or other failure (altogether DEFICIENCY) shall be valid without timely DEFNOTICE. The PARTIES agree to inform each other immediately and detail any deficiencies, defects, billing errors or issues and to use their best efforts to mitigate any DAMAGES. A change of mind or dislike of style or appearance shall not be a DEFICIENCY. A DEFICIENCY shall only be adjusted by ECREDIT only, using the procedures given in POLICY-WARRANTY and no claim or demand for compensation outside of this shall be valid or considered. RENTER AGREES to make full payment of invoiced amounts regardless of perceived billing error and AEG shall have 15-days to confirm or correct any such error after receipt of NOTICE. PRICING is subject to change at any time, AEG is not bound to errors or any published pricing except as given in a CONFIRMED CONTRACT that is not postponed. Costs current on postponed to date shall apply.

T/C-13.1. Item cancellation. AEG may at its discretion cancel any item it determines defective or otherwise unavailable. The PARTIES agree this is a condition of the rental and without recourse or adjustment other than refund of amount paid after OFFSETS are considered. Cancellation(s) by either PARTY shall impact OFFSETS \$1 for \$1 until no OFFSETS remain.

T/C-13.2. RENTER or RENTER AGENT and no other 3<sup>rd</sup> party shall inspect and report any DEFICIENCY immediately upon delivery. Demand for upgrades from that ordered shall not be honored. It is understood significant effort is required for this inspection however AEG shall be given ample opportunity to correct or replace any DEFICIENCY. Failure to do such inspection is RENTER's acceptance as-is, where-is and of meeting all requirements.

T/C-13.3. The PARTIES agree OFFSETS shall be void and the amount given be immediately payable should RENTER be in DEFAULT at any time and should DEFAULT end the re-application of OFFSETS shall be at AEG's sole discretion.

T/C-14. ESITE ("EVENT SITE" or "VENUE"). The RENTER is solely responsible for all ESITE costs and for meeting all AEG and VENUE requirements including all timing, rent, damages, fees, SITEMAP, continuous ACCESS, SAFETY, RENTALS, ONSITE LABOR, ERS, REGS, UTILITIES, POWER, FUEL, SPARES, DUE DILIGENCE, RECEIVER, prevention, MAINTENANCE, repairs and additional costs for any reason including, but not limited to, all conditions given in this section. RENTER agrees all VENUE requests made upon AEG shall dominate over RENTER requests. RENTER shall provide a SITEMAP to AEG as given in T/C-14.4 at least 3-days before delivery. If RENTER does not own ESITE, RENTER agrees provide a contract with the property owner to AEG that states AEG equipment can be set there for the periods provided by the EO and that RENTER shall be responsible for all costs and damages to ESITE without regard to cause. RENTER: (1) shall comply with REGS and POLICY-SOP; (2) shall perform and pay for all services, labor, preparations, clean-up, repairs, damages and replacements needed by RENTER, AEG, VENUE, landlord or others before, during and after RSSL delivery, use and removal including those caused by any PARTY, ATTENDEE, VENUE, LANDLORD, LABOR PROVIDER or SUPPLIER for any reason or cause including unintentional negligent act. Further RENTER agrees to maintain any insurances or waivers stated in T/C-15 to cover any possible occurrences of such; (3) shall disclose all BARRIERS, UTILITIES, transformers, hazards, obstructions and structures, disclose any lack of needed utilities or lighting and any other and any known impact to RSSL delivery, setup, use and retrieval; (4) shall provide a flat, level, clear and if outdoors closely trimmed location for RENTALS to be installed upon; (5) shall mark with marking flags or paint the 4 corners where any item 400 SF or larger in size shall be installed so there is no confusion on placement or relative position with other objects and shall maintain an EXCLUSION ZONE from any other buildings, trees, vehicles, wires, UTILITIES, HAZARDS or objects as given in 14.3 below; (6) authorizes AEG to act as agent on a BEST EFFORTS basis for VENDOR DIRECT transactions and VENDOR DIRECT PAYMENTS; (7) RENTER understands and agrees items are delivered as-is from the warehouse or last rental and that onsite cleaning of equipment will likely be required prior to use, shall be at RENTER's sole discretion and cost and that no claim otherwise or for RENTER LABOR shall be valid; (8) agrees no AEG competitor shall be represented or used without CONSENT however such consent shall not be unreasonably withheld if reasonably equivalent items wanted by RENTER are not available from AEG. It is agreed if RENTER fails to meet and abide by all terms of this section they are solely responsible for any and all liability, loss, damage, delay or costs directly or indirectly related to this contract.

T/C-14.1: The RENTAL START TIME ("RST") is the time equipment rental begins and the time installation is to be completed, except as otherwise given herein. RENTER shall not demand or access RENTALS before the RST and any such action or the claim of late or failed setup when RST is met shall be a default. RENTER agrees to add day(s) to their rental period if they have any other pre-RST work to begin or complete. No outdoor RENTAL may be installed when lightning, freezing rain or wind gusts exceeding 20 MPH are present and RENTER is solely responsible for monitoring, determining and reporting such to LABOR. RENTER shall provide adequate extra time for WEATHER related installation delays with no refund due to WEATHER related incidents except if the CDW WAIVER is in place.

T/C-14.2: The maximum RENTAL DAY begins at noon and ends at 11:59 AM the following day. Any portion of another day shall incur an additional day of rent. This offset from a normal calendar day is given to provide time for delivery prior to RST.

T/C-14-3: ONSITE LABOR and DELIVERY services are provided by vendors with AEG acting only as agent for and making payments on behalf of RENTER. RENTER grants AEG POWER OF ATTORNEY to enter into such contracts at the costs given in the EO. Vendors work directly for RENTER and DELIVERY vehicles shall be leased to RENTER for the period of DELIVERY. AEG is not liable or responsible in any way for the actions or lack of actions of these vendors or vehicles and makes no guarantees or promises on their behalf. VENDOR DIRECT PAYMENTS and other payments separately listed in the EO are separate and distinct from RENTALS and other services with ERRORS in one having any bearing, claim or consequence upon another. VENDOR DIRECT PAYMENTS are "pass-through" payments with AEG acting only as agent of RENTER.

T/C-14-3.1: RENTER agrees to pay all LABOR, either ONSITE LABOR, DELIVERY SERVICES or other, that are directly or indirectly incurred from this EO regardless of event outcome, benefit, success or failure. RENTER understands and agrees all LABOR workers shall be paid without regard to any circumstance. RENTER further agrees any attempt, claim, demand or occurrence placed upon AEG for payment of any such costs shall be in DEFAULT.

T/C-14.4: SITEMAP. RENTER shall provide AEG a SITEMAP as detailed in <https://sitemap.amerevent.com> at least 3-days before delivery that discloses at least the last 5 miles of the ROUTE delivery vehicles are to take and the location(s) for their parking during unloading, installation, retrieval and reloading. The placement locations for all rentals shall be shown as well as all BARRIERS, such as buildings, an entranceway, hallway or other space used for RENTALS movement that has a clear opening less than 60-inches wide and 80-inches tall, plant life, awnings, bridges, underground utilities, transformers, HAZARDS, utilities or any plant or structure within the EXCLUSION ZONE (as defined). The EXCLUSION ZONE shall be at a minimum, the greater of: (a) 5-feet horizontally and 15-feet vertically of ROUTE, (b) 10-feet horizontally and 20-feet vertically of placement location(s) OR if a UTILITY or HAZARD (power, fuel, pressurized UTILITY or other hazard) within 100-feet in any direction of placement location(s). No RENTAL be placed within the EXCLUSION ZONE without CONSENT and in any such instance the RENTER shall be solely responsible for all liabilities, loss, injury and damage. RENTER shall disclose the locations and means to use any UTILITIES that may be required, including POWER, LIGHTING, WATER, SEWER, TRASH, TELEPHONE, WI-FI INTERNET or others that may be needed to install, use or remove RENTALS. RENTER is solely responsible

for damage to ESITE regardless of cause, including unintended negligence. The PARTIES agree NO verbal or other communication other than that defined herein as a SITEMAP that has been emailed to [sitemap@amerevent.com](mailto:sitemap@amerevent.com) shall be useable, useful or allowed. Failure to provide a sitemap shall be in DEFAULT.

T/C-14.5: ONSITE REPRESENTATIVE. RENTER or RENTER AGENT shall be present, attentive, visible and within speaking distance onsite during installation and raise any issues or concerns during vehicle movements and all periods of work so that issues or concerns can be immediately raised and immediately corrected. The PARTIES agree all issues or concerns not so raised shall be accepted as-is, where-is and without adjustment.

T/C-14.6: RENTER, RENTER's AGENTS or VENUE shall not move, remove, repair or re-install, excluding RENTER RESPONSIBILITIES items, any installed RENTAL from its initial placement without NOTICE, AEG's CONSENT and RENTER's advance payment of all costs and if done, any DEFNOTICE claim shall be invalid. No UNAPPROVED ITEMS shall be used, including other vendor's equipment within or upon AEG's, private generators and other as defined, without CONSENT and RENTER shall pay all costs incurred by such, including that of any delays on ESITE. A minimum 4-hours labor per person shall be billed plus all travel hours should labor need to leave an unusable or unprepared ESITE and return later.

T/C-14.9.1: No other vendor's or self-owned RIDES or INFLATABLES type equipment may be used within, alongside or in addition to AEG's without CONSENT as given above.

T/C-14.7: EMERGENCY BASIS. An EMERGENCY BASIS is any unintentional, unplanned occurrence that significantly impacts any PARTY's ability to setup, remove, perform or conduct EVENT or handle any rental item as defined herein. A contract on EMERGENCY BASIS shall have no time or other limits and shall be BEST EFFORTS only as determined solely by AEG.

T/C-14.8: EMERGENCY NOTICE. If a PARTY gives notice to the other of EMERGENCY BASIS, no PARTY may dispute or challenge such claim. Any portion of a contract in EMERGENCY BASIS that cannot be delivered shall be equivalent to POSTPONED and all requirements of [POLICY-CC] shall apply. Should the PARTIES determine any item or substitute item can be delivered, all delivery, rental and services fees for such shall apply without exception. In the case of late fees, damages, liabilities or losses incurred after initial use, RENTER shall be solely responsible for all costs incurred. The settlement of any dispute rising from any EMERGENCY BASIS occurrence shall be only as given in [POLICY-WARRANTY] with zero basis items including those from OFFSETS given, having no value or adjustment. RENTER is solely responsible for all agreements with ESITE to assure the requirements of this section are met.

T/C-14.9: DELIVERY and PICK-UP times estimates and subject to change without notice or recourse. LABOR shall have at least 3 WORK DAYS before and 4 WORK DAYS after the EVENT TIME complete work. An extra day shall be added to each period: (1) during PEAK SEASON, (2) for every \$3,000 in EO total or (3) if ESITE is over 50 miles from DWHSE. In the case of multiple EOs issued to RENTER the total of all EOs shall be considered. Narrower times may be required only by notice in section AAP and payment of any labor fees required. An EO issued on a BEST EFFORTS BASIS or experiencing an EMERGENCY BASIS or issuing an EMERGENCY NOTICE shall have no limits and shall be BEST EFFORTS only. RENTER is solely responsible for all agreements with ESITE to assure all requirements of the EO are met.

T/C-14.9.1: WORK DAYS are Monday through Saturday, excluding Sundays and Holidays. PEAK SEASON is May 1<sup>st</sup> - July 15<sup>th</sup>, September 1<sup>st</sup> - November 1<sup>st</sup> and December 1<sup>st</sup> - January 5<sup>th</sup>. DELIVERY and PICK-UP time periods given in the EO shall be automatically extended 3-days upon AEG's issuance of an EMERGENCY NOTICE to RENTER.

T/C-14.10: DELIVERY CONFIRMATION. RENTER or RENTER AGENT shall be present at DELIVERY and inspect all RENTALS prior to installation or setup and shall sign the EO current "DELIVERY CONFIRMATION" noting any missing or damaged items as given in "T/C-11. DEFICIENCY NOTICE", above. Should RENTER or RENTER AGENT not be present or fail to sign DELIVERY CONFIRMATION for any reason, RENTER authorizes any agent of RENTER or AEG to sign according to their best knowledge and belief and RENTER accepts all RSSL as-is, where-is and as meeting all requirements. The PARTIES agree AEG shall be given ample notice so that replacements, substitutions and corrections can be made.

T/C-14.11: The PARTIES agree "TENTS ARE NOT STORM SHELTERS" and tent(s) will be vacated tent immediately upon approach of inclement weather. A permanent structure or even a vehicle will offer much more safety than a tent. Tents can collapse in high winds and metal piping can attract lightning. RENTER agrees not risk themselves or their guests and will seek shelter and return only after storms have completely past. Further RENTER shall not allow tent installation to occur while any condition given in T/C-14.1 above is occurring. RENTER agrees to read and abide by the procedures and suggestions given in the publications at: <https://www.amerevent.com/tentuse>.

T/C-14.12: AVAILABILITY OF COMMUNICATIONS: If cellphone service is not continually available at ESITE through all major cell service carriers, RENTER shall provide 24x7 hotspot access via high-speed internet useable within 50-ft of RENTALS setup location that is useable without request or further interaction. All network names and passwords required shall be provided to AEG in writing at least 7-days before installation begins or all RSSL shall be as-is and without warranty.

T/C-14.13: RENTAL START DELAYS. RENTER agrees to set their RST at least 2-hours before their event actually begins so that any unexpected delays can be accommodated. In all instances completion of setup within 2-hours of the RST shall be deemed on time and not adjustable. Delivery or pickup times are estimates only and never guaranteed.

T/C-14.14: SERVICES, DELIVERY AND REMOVAL TIMES shall be +/- 1 hour or greater as given in the EO. NO MORE LIMITED time range shall be considered or valid. The RENTER not AEG is responsible for return of all RENTALS and for all additional costs, including for additional delivery or pickup trips, if a RENTAL is not returned for ANY reason. The RENTER shall have a representative present during delivery and pickup to assure all items are delivered and/or removed.

T/C-14.14.1: If access to VENUE is blocked, no allowed or in any way not available, DELIVERY will be made to a covered location or loading dock if AEG deems it safe to do so. RENTER is then responsible for movement from the delivery location and for all setup and no fees paid to AEG shall be refundable or adjustable.

T/C-14.15: RENTAL SPECIFICS, WEATHER and RENTER RESPONSIBILITIES. Costs, unavailability for use, delays in setup, operation or removal due to including sun, wind, rain, lightning, snow, cold or heat (altogether "WEATHER") or RENTER's failure to perform RENTER RESPONSIBILITIES are not adjustable or refundable regardless of impact on EVENT, up to and including total loss, except as may be provided by the CDW waiver if purchased. Standby times are at RENTER's expense and not included in the contracted setup or removal times. AEG shall have no liability for WEATHER or RENTER RESPONSIBILITIES and no claim of improper, defective or late installation shall be valid when such plays any part in the matter. RENTER understands, affirms and agrees that if lightning, wind in excess of 20 MPH, snow accumulation over 0.5" or rain accumulation over 0.25" occurs during any day of rental, WEATHER shall be deemed the cause of any and all issues or disputes.

T/C-14.15.1: DELAY COSTS. RENTER is responsible for all additional costs incurred due to WEATHER. Additional costs include re-delivery costs, additional labor costs including overtime and all other incurred.

T/C-14.15.2: TENTS. The RENTER is solely responsibility for preventing water, ice and snow accumulation and leakage on tents and for water/ice/snow SHEDDING using the methods at <https://www.amerevent.com/tentuse>. The PARTIES agree tents are not storm shelters, may have or develop rips, holes or leaks and may NOT be totally dry or suited for areas that water drains though. TENTS typically have marks and smudges and holes or rips that may be repaired with vinyl tape. TENTS are only warrantied to meet the grade rented given at: <https://www.amerevent.com/TENTS/tentgrade.shtml>. TENTS are not sealed for use with heating or air conditioning ("HVAC"). If HVAC use is wanted, RENTER shall order 25% overlapping tent sidewalls, sidewall anchors and valance seals that may or may not be considered attractive. WEATHER impacts are solely RENTER's responsibility. No claim not properly reported by DEFNOTICE ([defnotice@amerevent.com](mailto:defnotice@amerevent.com)) shall be valid or reviewable. RENTER shall pay any call-out or emergency response costs in advance and all cost of damages immediately upon invoicing. Tents shall be warrantied to withstand a maximum 3-second 20-mph wind gust except when protected under the terms of POLICY-CDW. No claim when higher wind conditions existed on ESITE shall be valid.

T/C-14.15.3. WINTER USE. The PARTIES agree winter or cold weather (below 48°F) use of RENTALS has significant risks and that RENTER is solely responsible for any loss of use, problems or damages. It is agreed tents are not sealed, do not prevent air or wind infiltration and cold weather use is without warranty. Risks include but are not limited to: discomfort and damage due to wind and accumulation of water, snow and/or ice, (b) cold temperatures and air infiltration, (c) heater malfunction, fuel and fuel regulator freezing and cold temperature impacts on fuel. It is understood that damage during long term winter or cold weather use is likely. RENTER agreed to meet all insurance requirements herein or purchase the CDW waiver to help mitigate such. RENTER shall make payment for any loss immediately upon notice.

T/C-14.15.4. TABLES AND CHAIRS. The PARTIES agree "STANDARD GRADE" for tables and chairs is BC with defects. RENTER agrees to PRE-INSPECTION as defined else accepts RENTALS as-is. RENTER agrees to perform ONSITE cleaning and repairs to meet their needs. RENTER agrees to "TABLE TOPPING" including using repair table to cover defects, covering table top with a "kwik cover" brand or similar table top cover and to place a linen over this. RENTER shall order SELECT GRADE if a higher quality is needed. No claim shall be valid when these requirements are not met.

T/C-14.15.5. LINENS. RENTER agrees to order SELECT GRADE or Grade A linens if near perfect quality is needed or wanted. Lower grades (B and C) have more imperfections. Linens are delivery only without installation. Linens are delivered without steam or dry pressing (ironing) and must be arranged and paid for by RENTER if wanted.

T/C-14.15.6. IMMEDIATE VACATING OF TENTS. RENTER agrees to assure everyone is immediately vacated from within a tent and within at least 20-ft outside a tent if a storm or winds greater than 30-MPH are possible. It is understood it is safer to shelter inside a well constructed building or even a vehicle than within a tent and it is agreed tents are not storm shelters.

T/C-14.16. RENTER SOLELY RESPONSIBLE FOR ALL LIABILITIES, DAMAGES AND REPAIRS. RENTER shall make all efforts to mitigate damage to RENTALS by continually meeting all RENTER RESPONSIBILITIES and to ESITE by the clear marking, flagging, covering and/or removal-reinstallation of any item that may be damaged during RSSL delivery, installation or removal. RENTER agrees to maintain the INSURANCE required herein. The PARTIES AGREE the RENTER is solely responsible for all liabilities related to ESITE regardless of cause or unintended negligence.

T/C-14.161. It is specifically understood and agreed that delivery vehicles and workers may cause breakage, marks, ruts, scrapes and other damages to ESITE and RENTER shall be SOLELY RESPONSIBLE for any liabilities incurred and repairs required.

T/C-14.17. LONG DISTANCE DELIVERIES. The PARTIES agree deliveries exceeding 50-miles as indicated in the "MILES TO EVENT SITE" at the top of the EO shall be on a BEST EFFORTS BASIS and RENTER shall be solely responsible for pick up or warehouse return and replacement of any unsatisfactory item(s). It is understood additional deliveries by AEG to RENTER shall likely not be possible and will incur an additional delivery charge that must be paid in advance with regard to responsibility or fault. The PARTIES agree adjustments for any unsatisfactory item(s) shall be limited to that provided by POLICY-WARRANTY and no other liability shall be incurred or claim reviewable.

T/C-15. INSURANCE. All requirements of POLICY-INSURANCE apply including RENTER's \$1+ million ALL RISKS liability and \$350 thousand ALL RISKS property loss insurance with AEG listed as ADDINS and shall cover any loss or liability incurred by any PARTY, ATTENDEE, LANDLORD or SUPPLIER for any reason or cause including unintentional negligent act, weather, act of God, theft, vandalism, terrorism, the death, discontinuation, or dissolution of any PARTY or for any other risk, liability or cause. Any and all loss of AEG RSSL shall be covered. If such insurance is not available, RENTER shall become an ADDINS on AEG's CGLI and purchase CDW waiver. RENTER shall also provide \$100,000 MECHANICAL RIDE insurance with AEG listed as ADD-IN if mechanical rides are used on ESITE. Self-insurance is allowed upon CONSENT. RENTER shall pay all costs, co-pays, deductibles and uncovered or

excluded damages and losses with no demand or attempt to shift responsibility to AEG for any reason. Use of AEG assets, insurance or funds shall not mitigate RENTER's responsibilities and/or damages and RENTER shall pay all costs of claims and claim processing.

T/C-15.1. RENTER agrees to provide AEG a valid certificate of insurance upon contracting and immediately upon any subsequent request. RENTER agrees to make no effort to interfere with any claim made pursuant to the EO terms. Should renter fail to provide a valid certificate of insurance or make payment in full of damages invoiced by AEG within 30-days, contract shall be in SUPERIOR DEFAULT.

T/C-15.2. MULTI-DAY RENTALS. RENTER agrees that rentals over 24-hours in length have significant additional potential for adverse conditions, situations and risk and so pledges to meet and demonstrate compliance with all insurance requirements of T/C-15 et al, without fail or interruption in coverage else shall be in SUPERIOR DEFAULT.

T/C-16. LABOR. Labor is provided on a per task basis. RENTER responsible for any additional costs of delays or re-work. Workers may perform tasks in any manner and over any time they deem appropriate provided work on the originally contracted task(s) is completed prior to the RST plus any additional time caused by delays or re-work. Labor charges apply regardless of use and are not adjustable.

T/C-16.1. RENTER LABOR is provided by RENTER at no cost and without consideration from or reimbursement by AEG. RENTER may elect to perform setup, cleaning, repair and other labor to make RENTALS better suited to RENTER's desires however such shall be at RENTER's sole discretion and cost. The PARTIES agree should any LABOR contracted not be provided by AEG and instead provided by RENTER, the maximum and only adjustment shall be the cost actually paid by RENTER, after considering any and all services actually provided by AEG and all OFFSETS. Any LABOR provided by RENTER shall be at RENTER's sole discretion and cost and no additional claim or dispute shall be valid or considered. RENTER LABOR listed but not provided is charged at emergency call-out rates. ONSITE labor is VENDOR provided temporary construction labor who work directly for RENTER with AEG acting only as agent in its securing and payment.

T/C-16.2. RENTER shall: (a) make no statement or claim concerning the skill, speed, competence or integrity of any worker without incontrovertible proof, (b) not interfere with or block any worker while performing a task and otherwise only in any entirely safe, unhindering and non-threatening manner, (b) not communicate in any profane, vulgar, hostile or threatening manner, (c) not restrict or limit the actions of workers in any way without having first documented and received sign-off on a written set of ESITE rules, (d) provide basic job site facilities for drinking water, toilet, hand washing and food warming, or (e) not create a HOSTILE WORK ENVIRONMENT (HWE) of any kind. RENTER shall pay a grievance fee of \$200 per grievable instance for every worker effected and any action contrary to this clause shall be in default.

T/C-17. NOTICE, COMMUNICATION AND SIGNATURE shall be as defined and deemed signed, executed or binding at the AEG SERVICE CENTER in Madison County, Illinois. All communications and notices required or reasonably deemed necessary by AEG shall be the email [LEGAL@AMEREVENT.COM](mailto:LEGAL@AMEREVENT.COM) (as defined) or by any other appropriate AMEREVENT.COM domain email or if by RENTER by the RENTER's EMAIL designated on the EO. Other means shall be acceptable by MUTUAL CONSENT but no demand otherwise shall be enforceable or valid. SIGNOR and RENTER authorize use of FACSIMILE AND DIGITAL SIGNATURES ("FDS") on all documents and payments required in or for this EO and such shall be considered equal to a handwritten signature and fully binding.

T/C-18. NON-DISCLOSURE ("NDA"), TRADE SECRETS, NON-DISPARAGEMENT, NEGLIGENT MISPRESENTATION, TORTIOUS INTERFERENCE AND COPYRIGHT. AEG pays RENTER one dollar (\$1) given in OFFSET as consideration of RENTER's agreement with and binding to the requirements of this clause. RENTER shall purchase TERMS WAIVER, CDW WAIVER and ADD-INS CGLI to waive the requirements of this T/C-18 and such waiver shall be written in Section AAP of this EO. The PARTIES agree, as follows:

T/C-18.1: RENTER assigns MEDIA LICENSE, all copyright and intellectual rights (CIR) related to use of AEG RSSL, including that of any AGENT(s) to AEG.

T/C-18.2: The right of either PARTY to publish fair and honest reviews of the other is not prohibited, however the PARTIES agree no such action shall be taken until all steps of the DISPUTE RESOLUTION PROCESS (POLICY-DRP) are completed so each PARTY has the opportunity to express grievances privately and find a resolution without public harm to the other. Any public statement that is exaggerated, misleading, unsupported by the EO contract or unproven, false or not affirmed in the DRP process are agreed to be "clearly false or misleading" under any applicable law.

T/C-18.2.1: The PARTIES agree that by their nature online reviews, both positive and negative are often biased, false and/or inaccurate and agree to not be influenced by, repeat or promote them nor use them as any justification.

T/C-18.3: Except by CONSENT, as provided herein or by TERMS WAIVER, no PARTY or AGENT shall UNDERTAKE any threat of, demand for, use of, recording of or public disclosing by FACT OR QUESTION of: (a) DOCUMENTS, TANGIBLE-INTANGIBLE ASSETS, CONTRACT, TERMS, TRADE SECRETS, EXPERIENCES, COMPARISONS or methods or (b) FEEDBACK EXTORTION, FALSE DISPARAGEMENT or DISPARAGING ERROR.

T/C-18.4: FALSE LIGHT, NEGLIGENT MISPRESENTATION, TORTIOUS INTERFERENCE. The making of any claim or demand or the taking of any action that casts FALSE LIGHT or results in NEGLIGENT MISPRESENTATION or TORTIOUS INTERFERENCE, including those actions taken by others on a PARTY's behalf, shall be in default. Further, NEGLIGENT MISREPRESENTATION by the use of a false, fake, misleading information, OPINION AS FACT or an assumed name shall be a SUPERIOR DEFAULT.

T/C-18.5: The following are solely the property of AEG and Copyrighted © 2019-2024, AMERICAN EVENT GROUP, INC. (AEG). ALL RIGHTS RESERVED and may not be copied, photographed, duplicated, imaged, recorded (herein after "RECORDINGS") and shall not be distributed, disseminated, or published in any form or media by any person or entity without the express written consent of AEG: (a) all DOCUMENTS, forms, webpages, emails, RECORDINGS and communications; (b) all AEG property, equipment, assets, personnel and RSSL. RENTER agrees to enforce these requirements upon RENTER AGENTS and RENTER's PARTICIPANTS.

T/C-18.6: The delivery of document(s) to the Amusement Workers Bargaining Unit LLC or any other contractor participating in or providing services or equipment to this EO shall not be a violation of this section. A reasonable public response by one PARTY to a violation of this section by the other PARTY or its AGENTS shall not be a violation or in default of this section.

Except as prohibited by law, each violation of T/C-18 shall be a separate DEFAULT, each subject to default costs and fees, and each incur a minimum of \$500 in NCOM or NDA fees per day and loss of NON-FIXED OFFSETS.

T/C-19. PAYMENTS. Payment is fully earned and due upon contracting unless OPTIONAL TIME PAYMENTS ("OTP") are elected by RENTER and approved by AEG. OTP election must be made more than 75 days before RENTAL START DATE. Payments overdue more than 3 calendar days are in DEFAULT. OTP election and OFFSETS are void and all balances fully payable immediately if DEFAULT occurs. DAMAGE DEPOSIT is due >20 days before RENTAL START DATE. Payments are not dependent upon rental or services use and no PAYMENTS made is refundable except by CONSENT. PAYMENTS shall not be cancelled, reversed or charged-back for any reason and even the threat of such shall be in default with a criminal filing under the State Rental Services or other law being filed upon occurrence at AEG's option. DEPOSITS are as defined herein and with no interest paid. Payment for all ADDS, additional DEPOSITS, DAMAGES or other costs shall be paid occurrence. At AEG's sole discretion, no deliveries to RENTER shall occur until all balances on RENTER's account are paid in full in advance. Late payments shall impact RST with deliveries on a BEST EFFORTS basis only. RENTER shall have no recourse when deliveries are cancelled, delayed or changed due to late payment.

T/C-19.1: PRE-DEFAULT TRANSFERS AND AUTHORIZATION OF PAYMENT SOURCES USE. In consideration of AEG's allowing RENTER to make OPTIONAL TIME PAYMENTS ("OTP") RENTER specifically agrees to and authorizes AEG to use any bank account, checking account, BANKCARD, WEBCHECK or other payment means RENTER has provided AEG for any payment when due, including ADDS. Such payments shall occur immediately when due and before a non-payment DEFAULT ("PRE-DEFAULT TRANSFER"). RENTER agrees this authorization is not revokable or cancellable for the term of the contract and further agrees to maintain adequate funding in such accounts so that any amount due is paid without insufficiency.

T/C-19.2: OTHER FEES. RENTER shall timely make all payments before the due date with no further documentation or reminder required else incur a \$20 fee. Payments made by BANKCARD incur a 3% processing fee. The processing of a manual check for payment or deposit incurs a \$5 fee. RENTER shall obtain copies of current invoicing from their online account else a \$30 re-invoicing fee applies for each distribution by AEG to RENTER or RENTER's AGENTS. A CONTRACT REVIEW FEE of \$105 per hour (\$50 minimum) applies to all communications for which answers are available in RENTER's online account or in earlier communications. POLICY-CC cancellation fees (minimum 25% up to 100%) apply once the EO is CONFIRMED.

T/C-19.3: PURCHASES, FOOD ITEMS, SPECIAL ORDERS AND CUSTOM ITEMS are not cancellable, returnable or adjustable.

T/C-19.4: COLLECTIONS. AEG may use all legal means to enforce the terms of the EO and collect all balances due and provided AEG is not disputing the terms of its contract POLICY-DRP shall not be required for such. RENTER specifically agrees they have no recourse other than that provided in T/C-11 (above) and that any claim that notice or collection of debt is harassment or otherwise damaging to RENTER is a FALSE ACTION and in default.

T/C-19.5: PAYMENTS IN ERROR. If a payment occurs in error, the impacted PARTY shall immediately provide notice and all banking documentation necessary to prove the error occurred. No PARTY shall be deemed to have committed an error or intentional or fraudulent act prior to the documentation required herein or after reimbursement.

T/C-19.6: MULTIPLE CONTRACTS. A RENTER who has multiple contracts outstanding that overlap on any day shall be deemed to have one contract with any payment made being prorated proportionally between the outstanding balance of each contract and any DEFAULT in one contract shall be a DEFAULT of all contracts.

T/C-20. PRICING. Prior to contracting, pricing is subject to change without notice. Once contracted, pricing is fixed and may not change except if the date of the event delivery changes more than 10-days, in case of default or as otherwise provided in the contract. In such case the pricing as of the new RENTAL START DATE shall apply and may be updated at any time until then. Discounts, adjustments, and offsets given in one version or revision of an EO are not applicable to any future version or revision.

T/C-20.1 CONTRACT PRICING. The CONTRACT PRICING given in the EO is 30% below AEG's STANDARD PRICING. CONTRACT PRICING and OFFSETS given are void if contract DEFAULT occurs and only STANDARD PRICING with \$-1 OFFSET shall apply thereafter.

T/C-21. REFUNDS ("CASHOUT"). PAYMENTS made are not refundable and cannot be cancelled or charged-back. CASHOUT is available in the case of DAMAGE DEPOSIT REFUNDS, AEG initiated cancellations or CDW WAIVER purchase; otherwise all credits and adjustments are by future event ECREDIT only. A \$5 fee applies to refund by cash or check and a 3% to any BANKCARD refund. A unused BANKCARD damage deposit hold automatically voids after ~10-days with no refund or processing fee. If the RENTER's address of record is incorrect a \$50 fee applies for stop payment and reissue unless check date is 120-days past due and deemed out-of-date. Credit balances on account over 12-months are converted to ECREDIT.

T/C-21.1: DAMAGE DEPOSIT REFUNDS. At least 10-days AFTER return of RENTALS and upon RENTER's submission of FORM-CBR (<http://cbr.amerevent.com>) unused DAMAGE DEPOSIT funds shall be returned to RENTER by cash, BANKCARD credit or by check as determined by AEG. The determination of "unused" may be delayed while RENTER is in DEFAULT. Additional processing fees apply to refunds sent to an incorrect address of record. Refunds are processed once per month on or about the 20<sup>th</sup> of the month and distributed by U.S. Mail. RENTER must allow 2-weeks for delivery thereafter. The PARTIES agree DAMAGE DEPOSIT funds shall remain in user's account at no interest until submission of FORM-CBR and after being held 1-year or longer shall be converted into an ECREDIT as defined herein. AEG may at its sole discretion return DAMAGE DEPOSIT funds without submission of FORM-CBR however a \$50 processing fee shall apply.

T/C-21.2: CANCELLATION, SUBSTITUTION AND ALL OTHER CREDITS AND REFUNDS shall be by future event ECREDIT only (as defined in POLICY-DEFINITIONS), unless the CDW WAIVER has been purchased. The PARTIES agree RENTER may purchase the CDW WAIVER for the exclusive purpose of receiving its CASHOUT provision only at any time however if not purchased 45-days in advance a 10% deductible shall apply in addition to CDW cost and no other CDW WAIVER benefit(s) shall be available. Additional information is available at: <https://www.amerevent.com/ecredit>.

T/C-22. REVISION. Changes to the EO made prior to RST shall be by REVISION. A revised EO transmitted to RENTER's email of record shall be immediately binding although if over 10-days before RST, each PARTY shall have 48-hours to refuse or correct the revision or if less than 10-days before the RST, each PARTY shall have 8-hours. Contract, change and processing fees apply

regardless. The PARTIES agree no additional signature is required for REVISIONS and the original EO signature shall suffice. Cancellation and change fees apply to a REVISION. Earlier EO versions or revisions expire upon issuing a newer REVISION.

T/C-22.1: NO QUOTES AFTER CONTRACTING. RENTER may request "pricing only" to add items to an existing contract, however no quote will be issued. A request not specifically stating "send pricing only" shall be a request for REVISION.

T/C-22.2: CHANGE FEES and UPDATED COSTS apply even if all or part of REVISION is subsequently rejected by RENTER.

T/C-23. SALE, STANDARD EQUIPMENT USE, WARRANTY AND CLAIMS. RSSL is rented not sold except if specifically so stated. RSSL shall be used according to manufacturer specifications and POLICY-SOP. Right to use TRADE SECRETS, designs or methods never transfers to RENTER upon rental or sale except as stated in Section AAP. Only the warranty of POLICY-WARRANTY shall apply and no other understanding. Adjustments and ECREDITS only apply to amounts above MINIMUMS. No CLAIM of defect is valid unless certified by a QEVAL (as defined). No CLAIM of ERRORS is valid or reviewable unless DUE DILIGENCE was completed.

T/C-24. SEPARATION, SEVERABILITY, LAW, TRANSFER & TERM. The PARTIES are solely responsible for all matters herein and no AGENT may act for them. If any part or line is undelivered, contested, voided or unenforceable all remaining parts and lines shall remain in full force and effect. The PARTIES agree that without regard to point of origin or method of delivery, all communications, documents, contracts and payments are delivered to and received at the AEG SERVICE CENTER in Madison County, Illinois and the PARTIES waive other rights and assign personal jurisdiction, governing law and venue to the 3rd Judicial Circuit Court of Madison County, Illinois. FALSE ACTION, non-payment and theft of property or services are subject to informal, civil, or criminal prosecution and RENTER shall pay all COSTS OF ACTION of BOTH PARTIES. The EO is not transferable to successors except by written CONSENT. Requirements of this EO expire and end of TERM as defined herein and any action taken thereafter shall be void.

T/C-24.1. The PARTIES agree the TERM of this contract shall be as defined herein and shall start upon contract signing until 5-years after the RENTAL START, except as given in the POLICY-INSURANCE "DEATH OR DISSOLUTION" section. The PARTIES agree to abide by all applicable contract requirements during this TERM and that any action or dispute must be filed within this TERM. The PARTIES agree no extension will occur and any dispute or action shall be between only the PARTIES named herein and no other, including successors or STAKEHOLDERS.

T/C-24.2. The PARTIES agree that should a PARTY file any action outside that given in POLICY-DRP or in other than the 3<sup>rd</sup> Judicial Circuit Court of Madison County, Illinois that PARTY shall pay all COSTS OF ACTION of BOTH PARTIES.

T/C-24.3. The PARTIES agree that if RENTER fails to abide by all terms, policies and requirements of the EO resulting in any collection, legal or other action by AEG against them, RENTER shall pay all COSTS OF ACTION of BOTH PARTIES.

T/C-24.4. Should any term, condition or policy given in this EO conflict with another, that which is more restrictive to and/or makes RENTER more responsible for a RSSL shall dominate. If any term, condition, section or policy given in this EO shall be found unenforceable, all other terms, conditions, sections and policies shall remain in full force and effect.

T/C-25. TAXES, PERMITS, USE FEES, CODE and REGULATORY COMPLIANCE are RENTER's responsibility. RENTER agrees to determine and obey all applicable tax, law, code, REGS and VENUE requirements, including International Fire Code Section 3103 and any Center for Disease Control and Prevention (CDC) or current Health Department recommendation for events. AEG may assist RENTER but shall assume responsibility by doing so and may delay or quit without recourse rather than perform any potentially unlawful act.

T/C-25.1: RENTER is solely responsible for compliance and cost of all governmental and venue permits, use fees and inspections as they may change. AEG may assist RENTER in this but shall assume no responsibility by doing so.

T/C-25.2: RENTAL of inflatables and rides in St. Louis County, Missouri are excluded from warranties and at RENTERS sole risk of loss.

T/C-26. TRANSPORT. Delivery and pickup (hereinafter TRANSPORT) are by a vendor working directly for RENTER using a vehicle leased to RENTER for the period needed on an as-available, when-available basis that is subject to change. RENTER remains responsible for making any arrangements necessary to pick up or return RENTALS from/to the AEG warehouse should AEG's arrangements for RENTER fail. RENTER shall confirm access to and availability of RENTALS and ESITE at least 24-hours prior to any TRANSPORT. For pickup, the RENTER shall confirm all RENTALS are in one location protected from weather, theft, loss and damage and without such confirmation RENTER shall return items to AEG as stated above or shall pay for another TRANSPORT trip if and when it can be scheduled. If RENTALS are not timely returned for any reason, RENTER shall pay additional rent until items are returned to AEG. Failure to return assets shall be theft of rental assets.

T/C-27. USE and PURCHASE. USE is acceptance as-is, where-is and of meeting all requirements and agreement to all EO terms, conditions, requirements and costs. RENTER agrees not to keep or use any rental not fully meeting their needs and no claim shall be considered after delivery and/or use except as noted in the errors and omissions listing of the contract. No claim on one rental item shall have any bearing upon another rental item and a claim of one item making another rental item less useful shall be in default of contract. PURCHASE of any item from AEG is on an as-is, where-is basis and without warranty of any kind with pricing based upon this. RENTER is solely responsible for items upon purchase and no claim of deficiency shall be valid or adjustable. RENTER agrees to meet all POLICY requirements and pay all fees and costs for RSSL kept or used including ADDS, EXCESS USE, LABOR, DELIVERY, late and DEFAULT fees. Adjustment after USE shall be limited to difference in grade cost less any OFFSETS received. RENTER shall make no demand for adjustment outside that provided by POLICY-WARRANTY.

T/C-28. VENDOR DIRECT PAYMENTS are escrowed and transferred directly to VENDORS and are not AEG property. AEG acts only as agent in such transactions and is not responsible for any performance or non-performance of services provided.

**HANDWRITTEN TERMS OR CHANGES TO THIS DOCUMENT EXCEPT FOR DATES AND SIGNATURES SHALL BE DEEMED NON-EXISTENT AND VOID WITHOUT REGARD TO CONFIRMING SIGNATURES EXCEPT BY MUTUAL WRITTEN CONSENT AND ONLY LEGIBLE, UNCHANGED COMPUTER GENERATED TEXT CREATED AND AFFIRMED BY AEG SHALL BE ENFORCEABLE. THE ONLY METHOD OF CHANGING OR WAIVING TERMS IS THROUGH THE PURCHASE OF THE TERMS WAIVER, CDW WAIVER AND ADD'TL INSURED FEE AS GIVEN AT THE BOTTOM OF the EO LINE ITEMS LISTING WITH WAIVED TERMS ALSO LISTED IN SECTION-AAP.**