

THIS POLICY IS PART OF AND ATTACHED TO THE EO BETWEEN THE PARTIES and shall be in addition to and not in lieu of any other terms or conditions. Definitions used herein are as provided in the T/C's. POLICY-DRP is also known as POLICY-PAR and is interchangeable with and identical to it.



The DISPUTE RESOLUTION PROCESS ("DRP") is designed to provide a fast, fair and less expensive means for the parties in a civil dispute to resolve differences based on a review of what they contracted and the existing warranties. The parties may represent themselves in each of the 3 steps. While other means can take years to resolve, the Phase-1 and Phase 2 DRP each average less than 45 days. The Phase-1 DRP review (DRP-1) is a free no-fault warranty review and the application of the benefits it may provide. DRP-1 is done electronically with the PARTIES presenting themselves and supporting their cases. DRP-2 is an in-person discussion between the PARTIES with each side share any costs equally. If neither DRP-1 or DRP-2 satisfy the PARTIES, or if either PARTY wishes at any time, the process can be escalated

to Phase-3 DRP. Depending upon the size and type of claim, DRP-3 is small claims court or binding arbitration with an Arbitrator from the American Arbitration Society. Either PARTY may request DRP-3 at any time (up to 2 years from either the contract EVENT DATE or date of default). Binding arbitration is a final solution and legal costs do apply. But, compared to civil court, each PARTY can save significantly by using DRP.

THE DRP PROCESS IS REQUIRED BY AND AGREED TO IN THE EO CONTRACT BY THE PARTIES and the PARTIES waive their rights to all other methods and the due process so provided and assign personal jurisdiction, venue and governing law to the Court designated in EO T/C-21 as of the date of DRP initiation or DRP circumvention by other action with criminal matters are excluded. The PARTIES agree: (1) to use POLICY DRP ("DRP") for dispute resolution and to abide by its terms and FINDINGS, (2) to initiate DRP within 20-days of OCCURRENCE (either the delivery of the item causing dispute or the incident in dispute, whichever is later) by submitting the form at <http://drp.amerevent.com> or any claim shall be permanently waived, (3) adjustments are determined by POLICY-WARRANTY. The PARTY who disputes the other shall initiate the DRP process by completing the form at: <http://drp.amerevent.com> and certify their use of the process, policy and procedures. The initiator shall retain the automatically returned submission confirmation to demonstrate submission date and time. All PARTIES shall receive confirmation of DRP initiation within 48 hours. Those not wishing to use DRP for any reason agree not to do business with AEG or use any AEG property, services and labor ("PSL"). A PARTY not wishing to use DRP and either (1) refuses to participate in it or (2) initiates another process without using DRP shall pay the legal and court costs of the other PARTY except (1) the process, policy and procedures of POLICY-DRP and the personal jurisdiction, venue and governing law designated herein shall not be changeable and (2) AEG does not need to use DRP (a) to enforce any contract requirement that is not specifically disputed, to stop a contract default or to collect undisputed PSL costs, fees and adds in the Event Order or any REVISION or (b) for other issues not disputed by DRP. No PARTY may initiate any action likely to be more expensive or take more time for resolution to either party than that of DRP. The PARTIES agree any such action shall be deemed null and void and only the DRP process given herein shall be used. It is understood DRP is mainly used when the USER disputes an issue, matter, cost or warranty item (AEG will honor its warranty and seldom disputes what it has contracted to provide). DRP must be used by all PARTIES when an unresolved dispute about the contract occurs. Either PARTY may use DRP to resolve an issue or concern voiced or initiated by the other PARTY provided such action is not frivolous or punitive.

## DRP PROCESS

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

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attorney. A business entity can be represented by any duly appointed person. Proceedings are based upon the agreed contract terms, assuring both parties are treated fairly and amicably.

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

#### COMMUNICATIONS.

The web domain of PARSOLUTIONS.US is used to process and log all communications, limit ex-parte communications, provide records and provide an email domain for the DRP process. Documentation and information shall be communicated by email to: [review@PARsolutions.US](mailto:review@PARsolutions.US) and requests to escalate to a higher level review shall be communicated by email to: [escalate@PARsolutions.US](mailto:escalate@PARsolutions.US). In all communications, the communicator shall retain the automatic response to document transmission occurrence, time and date.

#### NOT COVERED.

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

#### PHASE ONE (DRP-1); ELECTRONIC REVIEW.

Phase One provides an informal email-based review between the parties to settle without further action. Phase One cannot be waived unless a dispute no longer exists. Either party may initiate a DRP-1 review using the online form at <http://DRP.amerevent.com> but, unless extended by CONSENT of the PARTIES, this must be done within 20-days of OCCURRENCE (either the delivery of the item causing dispute or the incident in dispute, whichever is later). To preserve its rights, the party in dispute should immediately request DRP-1 regardless of other notices or negotiations. Upon agreement of both parties, the initiation time may be extended to 30-days. In DRP-1 information is communicated digitally (electronically). The issues, supporting information and actual contract requirements are submitted by email. The parties are

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required to maintain a current and viable email by contract and respond or accept findings determined in absentia. Information is reviewed by CORP ADMIN and written findings and settlement issued based upon his understanding of the contract. Direct and ex parte communication is not allowed, only written documentation. Demands outside that provided in the contract, emotional costs and personal impacts cannot be considered. AEG covers all PHASE ONE cost unless determined frivolous (including submissions correctly determined earlier by any WARRANTY review before DRP), then a \$100 fee is assessed to the PARTY requesting DRP-1. DRP-1 typically takes under 30-45 days. The results and conclusions ("FINDINGS") of DRP-1 are to be published by AEG or its agent and distributed to the PARTIES. If not escalated to DRP-2 or DRP-3 by notice to [escalate@PARsolutions.US](mailto:escalate@PARsolutions.US) and payment of any fees required within 10-days by either PARTY, the FINDINGS shall become final and shall be the binding resolution of the dispute. Either PARTY may request one 30-day extension of this deadline by notice to [escalate@PARsolutions.US](mailto:escalate@PARsolutions.US).

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

If either PARTY does not agree with the DRP-1 findings, within 10-days of the FINDINGS issue date either PARTY may request a DRP-2 or DRP-3 review by notice to [escalate@PARsolutions.US](mailto:escalate@PARsolutions.US) and both parties' payment of the \$50 DRP-2 or \$500 DRP-3 retainer, whichever is applicable. DRP-2 is where the PARTIES sit down in-person together at a designated meeting held in St. Louis City, Missouri or meet verbally by telephone. While ex-parte communication is not allowed, direct communication within the mediation meeting is encouraged. DRP-2 typically requires 60-90 days. The FINDINGS of DRP-2 are to be published by AEG or its agent and distributed to the PARTIES. If not escalated to DRP-3 by notice to [escalate@PARsolutions.US](mailto:escalate@PARsolutions.US) and payment of any fees required within 10-days by either PARTY, the FINDINGS shall become final and shall be the binding resolution of the dispute. Either PARTY may request one 30-day extension of this deadline by notice to [escalate@PARsolutions.US](mailto:escalate@PARsolutions.US).

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

It is agreed either PARTY may escalate to DRP-3 at any time a DRP-1 OR DRP-2 process is not ongoing and until 2-years after the EVENT DATE or date of default by sending notice to [escalate@PARsolutions.US](mailto:escalate@PARsolutions.US). If the amount of dispute is for \$10,000 or less in cash without claim of damages or other relief, the Small Claims court specified in EO T/C-21 shall be used otherwise the dispute shall be resolved by binding arbitration and all rules of the American Arbitration Association shall apply with the arbitrator's findings are final and enforced by the Court. Small claims filing costs shall be paid as directed by the Court and the costs of arbitration shared by the parties. Arbitrator costs depend upon the complexity and time required for the arbitration which can take many months. The FINDINGS issued by the Court or arbitrator shall be final, except as otherwise provided by law. Small claims fees are typically a few hundred dollars while a \$500 retainer is paid by each party upon request of DRP-3 BINDING ARBITRATION. Costs may end up being higher depending upon circumstance at which time each PARTY shall share equally in the costs. The DRP-3 process can take 12-18 months or longer. The PARTIES agree arbitration or Small Claims action shall be filed and occur in Madison County, Illinois.

#### NON-DISCLOSURE, TRADE SECRETS, NON-DISPARAGEMENT AND "GAG ORDER" AGREEMENT.

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

A PARTY violating this requirement waives all claims, waives all determinations in their favor, shall be in DEFAULT subject to all contract default requirements and costs, and shall pay all legal, attorney, administrative and Court costs of ALL PARTIES and pay the amount of \$100 per day per incident of

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violation to the other PARTIES as long as the violation exists.

#### CONTEMPT OF PROCESS.

Any party that enters into DRP and then fails to abide by the process, its timings, it requirements or its determinations or who then causes any additional default(s) shall be in default or multiple defaults of contract.

#### FRIVOLOUS ACTION.

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

#### RECEIPT OF NOTICE.

Each PARTY must keep the return receipt notice automatically generated by any communication to [escalate@PARsolutions.US](mailto:escalate@PARsolutions.US) as proof and date/time stamp of notice.

#### NOTICE OF AGREEMENT.

The PARTIES submit their agreement to the DRP moderator at [admin@PARsolutions.US](mailto:admin@PARsolutions.US) with the findings of any PHASE or request escalation to the next PHASE of DRP within the time limits given. Failure to submit notice or retain the confirmation receipt is acceptance of the findings as-is and ends the DRP process.

#### INITIATION DEADLINE.

The DRP initiation request found at <http://DRP.amerevent.com> must be filed within the time limits given herein. A DRP may not be initiated while equipment is in use by, remains under the control of USER or is on EVENT SITE.

#### REVIEW SPECIFICS.

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

#### WRITTEN COMMUNICATION.

During the review process, PARTIES communicate in writing with the DRP moderator at [admin@PARsolutions.US](mailto:admin@PARsolutions.US). Direct communication between the PARTIES is not permitted.

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#### HEARSAY and BIAS.

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

#### FACTUAL SUBMISSIONS.

Information submitted must be factual, non-inflammatory and not derogatory or in contempt, otherwise a STRIKE may be assessed. Three strikes terminate the mediation phase, with a finding against. The PARTIES must carefully review ANY SUBMISSIONS to review so that such is strictly avoided.

#### FINDINGS LIMIT.

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

#### USE IS ACCEPTANCE.

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

#### NOTICE OF FAULTY EQUIPMENT.

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

#### ADHERENCE TO AGREEMENT.

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