

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

10. DEFINITIONS

The Definitions provided in this [POLICY-DEFINITIONS] shall dominate over any other understanding or defining, except as may be provided in the Additional Agreement Points section of the agreement. Capitalized words in the EO and attachments shall have the meaning and requirements as listed below:

- 10.1. [] means the "policy" contained within the square-edged brackets are an attachment to and part of the EO agreement.
- 10.2. AAP means the EO's "Additional Agreement Points" section of EO. The terms given in EO Section AAP shall dominate over any other term(s) in conflict.
- 10.3. ACCESS is the unrestricted, unobstructed, fully authorized and safe ESITE access and use during delivery, setup, event, takedown and removal. ACCESS extends for the period given in 10.3.1, below. ACCESS requires driveways and pathways without stairs, significant elevation changes, or blockages and widths of door or entry openings of 72" wide or greater, with no center post. No special handling of RSSL shall be required including the taking apart, unwrapping or unloading-pushing through opening-and reloading of any item. This also requires driveways and pathways passable by any needed vehicle, equipment or person(s) without damage to any property, utility, landscaping or person with all UTILITIES fully and properly located and any potential damage mitigated by proper and complete coverage and protection. Unless all DUE DILIGENCE requirements have been met and appropriate damage waivers are purchased, the RENTER is solely responsible for any and all damage, repair and replacement required on or to the ESITE regardless of cause. Any failure of use or any demand, requirement or condition placed on access or any worker present or while work is scheduled by AEG on ESITE that is not by CONSENT is restricted access. Any HWE to any worker present is an obstruction. Failure to fully provide RENTER LABOR is an obstruction. Failure to properly prepare an installation site prior to delivery is an obstruction. Any action or verbalization done in anger or that causes any fear whatsoever in a worker is unsafe access. Any communication or occurrence, either intentional, accidental or threat that results in AEG or its STAFF not having free access to equipment, ESITE or any RSSL is restricted access and a DEFAULT subject to 3X-DAYRATE additional rent per day or any part thereof and for all additional costs and fees for the entire time from initial communication until AEG can again access equipment (including labor and travel costs). No claim of contract breach shall justify failure to provide access. No claim of late delivery or late setup shall be valid for any reason if ACCESS not fully available.
 - 10.3.1. The period of ACCESS varies with the size and type of event. For tent installations under 5,000 SF, ESITE ACCESS must be available a minimum 3-days before EVENT DATE and for 3-days after the end of EVENT excluding Sundays and Holidays. For tent installations over 5,000 SF or requiring over 125 miles of one-way travel, ESITE ACCESS must be available at least 5-days before the EVENT DATE and for 5-days after the end of EVENT. For all other setups, ESITE ACCESS before and after event shall available be at least 1-day excluding Sundays and Holidays plus an additional 1-day for each 125 miles or part thereof. In all cases, times may be extended due to weather, prior notice or EMERGENCY BASIS, as determined by AEG. If more than 200 miles must be travelled round-trip, delivery and retrieval is on a best efforts basis only and shall consider expected road and weather conditions for all of trip, all as determined solely by AEG. There is no guaranteed or contracted delivery time other than RSSL shall be ready by the ESTIME. All costs of ESITE shall be borne solely by RENTER regardless of cause, including time extension, damage or repair by any person, entity or PARTY.
- 10.4. ACR FEE (aka: CONTRACT REVIEW FEE) is the fee agreed to by the PARTIES for ADMIN COMMUNICATION and REVIEW of RENTER requests, contract explanation, documentation, complaints, copies, disputes, demands and/or follow-up and is currently \$100 per hour with a \$50 minimum per incident or communication.
- 10.5. ACTS OF GOD shall mean any natural, unpreventable event and any act or occurrence that is not within the reasonable control of AEG. ACTS OF GOD shall include, but not be limited to: WEATHER, wind, wild fire, rain, lightning, sunlight, temperature, greenhouse effect, ice, hail, flood, earthquake, earthquake,

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tidal wave, volcanic eruption, tornado, extreme temperature, soil softening, liquefaction, subsidence, disease or any extra-terrestrial event or anything similar. RENTER is solely responsible for all damages, losses, liabilities, costs and fees due to ACTS OF GOD and shall maintain the contract required insurances or waivers to minimize their costs.

- 10.6. ADDS or ADD-ON COSTS are additional goods and services added after loading RSSL for delivery and are not required to be reflected in the line item listing. ADDS include costs of any loss, damage or repair by AEG of PROPERTY while in possession of RENTER and any liabilities incurred by AEG as a result of RENTER's use or misuse of RSSL or any other reason. ADDS include any last minute changes by RENTER due to changing event needs, changing ESITE requirements, misunderstanding or error. Changes initiated by AEG, such as substitutions, quality upgrade made not by RENTER request, or delivery timing change are not adds and are not chargeable. SPARES become ADDS if used, damaged or not returned. The RENTER agrees there are no free ADDS and shall assure ADDS are correctly included on the RECEIVER.
- 10.7. ADDINS means Additional Insured.
- 10.8. ADJUSTMENT(S) shall be the credits or ECREDITS given in accordance with [POLICY-WARRANTY] or [POLICY-DRP].
- 10.9. AEG means the American Event Group, Inc., an Illinois Corporation, corporate file #71689298, with the registered trademark of Amerevent and shall mean no other entity, contractor or subcontractor of similar purpose or name.
- 10.10. AEG LABOR means the estimated number of workers AEG will provide to complete a task. AEG may modify number(s) up or down as required or as labor is available without notice, expectation or recourse and may adjust hours worked to meet AEG's needs provided RENTAL START TIME is maintained. RENTER may not hinder AEG's work regardless of time of day, hours per day or days required provided the setup days and the takedown/retrieval days provided in [POLICY-SOP] are met.
- 10.11. AEG SERVICE CENTER shall be the AEG National Headquarters located at: 2011 Dubloon Ct., Ste. 200, Edwardsville, Madison County, IL 62025-5224.
- 10.12. AFTER-HOURS shall be any work, labor, travel or DELIVERY, including at the AEG warehouse, that must take place: (a) between 9PM and 9AM, (b) on Sunday, or (c) on a national holiday. Standard 1.5X over-time applies to AFTER-HOURS services.
- 10.13. AGENT is any person or entity working for or acting on behalf of a PARTY for the benefit of that PARTY ("BENEFITTING PARTY") or to the detriment of any other PARTY. An AGENT violating the terms of the EO without with immediate correction by the BENEFITTING PARTY shall be deemed to have the knowledge and consent of the BENEFITTING PARTY. implicit or implied consent of that party. The BENEFITTING PARTY is responsible for all actions of their AGENT(s) and for any default or costs they may cause or incur. No AGENT for AEG has authority to alter or agree to any change in or of the EO or any AEG standard practice or POLICY except by CONSENT. No AGENT shall have any responsibility or liability for the services, equipment, rentals or labor they secure acting on behalf of their BENEFITTING PARTY provided their actions are in good faith or on a BEST EFFORTS basis and their actions are not to the detriment of any other PARTY. The BENEFITTING PARTY and the AGENT shall be fully liable for any actions taken to the detriment of another.
- 10.14. ALL RISKS insurance shall cover any risk to AEG that the contract does not expressly omit, including ACTS OF GOD, governmental or Court action and terrorism. In the case of liability insurance, RENTER shall have \$1+ million insurance protecting AEG against any claim directly or indirectly resulting from the EO and AEG's participation in it. In the case of property loss, RENTER shall have \$350 thousand in insurance protecting AEG against any loss of asset or income resulting directly or indirectly from the EO, AEG's participation in it, RENTER's participation in it and any loss or damage whatsoever to PSL. This shall include but not be limited to: (a) full replacement cost including new purchase price, shipping, stocking labor and sales taxes of or on any item lost, stolen or damaged beyond repair to the same equipment grade as rented with no consideration of depreciation as determined by AEG; (b) any loss of any expected income from the loss of any such item as determine by AEG through the date of insurance payment and (c) payment for any loss of OFFSETS, credits or

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adjustments given should RENTER be issued a notice of default as given in the agreement.

- 10.15. AMEREVENT shall be the trademark of AEG and no contract or sale shall use all or part of its name without CONSENT and Corporate registration within the State of its business headquarter.
- 10.16. ANCHORING means the securing of any RENTAL as required by the MANUFACTURER or [POLICY-SOP]. While AEG may install ANCHORING devices for RENTER, the RENTER shall provide unobstructed anchor locations suitable for the type of anchors contracted and shall MAINTAIN all such devices to assure they are and remain suitable for the anchoring load and task required. Straps connecting to ANCHORING devices are not be installed at more than a 45° angle (or more than 8-ft away from an 8-ft tall item). Anchoring shall be on BEST EFFORTS basis only and solely dependent upon RENTER's provision of suitable locations. RENTER indemnifies AEG from all costs, damage and loss due to anchoring or its failure.
- 10.17. ASSETS are all RENTAL items and/or any and all items of use or value owned, rented, leased or borrowed by AEG for its business activities. As related to the RENTER, an asset is any RSSL item obtained from AEG.
- 10.18. ASSIST means RENTER agrees to provide the number of persons indicated in contract section AAP or in the Table L of the contract, whichever is greater, to the perform tasks of unloading, setup, take-down and reloading of RENTALS and 1+ person to assist with operation and participant management for any item marked ASSIST while in use. ASSIST is in addition to and separate from any RENTER LABOR to be provided. ASSIST labor must be clearly identified to the AEG onsite supervisor by RENTER and must be continually present at the immediate work location and suitable, willing and able to perform and actively performing all tasks needed.
- 10.18.1. No labor that is present or that may be available or "available on request" shall be considered actively performing all tasks needed unless they are continually doing so. At no time shall AEG be responsible for supervising, finding, training or even directing ASSIST or RENTER LABOR.
- 10.18.2. If all ASSIST labor is not actively provided, there shall be no recourse against AEG for failed setup or any other negative impact, including loss of use and loss of payments made.
- 10.19. ATTACHMENT is the T/C's, POLICY documents and all other document attached or incorporated by reference and include at a minimum the following: TERMS, CONFIRMATION, POLICY-CC, POLICY-DEFINITIONS, POLICY-DRP, POLICY-INSURANCE, POLICY-SOP, POLICY-WARRANTY and POLICY-CBR. The PARTIES affirm all are reviewed, attached and binding to the EO and they integral to the FOUR CORNERS of the agreement. All are available as enlargeable pdf files at: <http://terms.amerevent.com>.
- 10.20. ATTORNEY shall mean an individual authorized to practice law in the State of Illinois as listed by its ARDC.
- 10.21. BANKCARD is any credit or debit device used for payment.
- 10.22. BENEFITTING PARTY shall be the PARTY to this EO that benefits from the action of another PARTY or AGENT.
- 10.23. BARRIERS shall mean OSTACLES as defined herein.
- 10.24. BEST EFFORTS is the reasonable attempt to accomplish the tasks needed within the available scheduling, time, labor, physical and all other constraints when certain conditions exist. AEG's reasonable belief that worker's hired to perform tasks can meet manufacturer's published statements for installation and removal shall be deemed appropriate, with no requirement for training, skill or experience necessary or required. While AEG and labor shall attempt their BEST EFFORTS, no time, product or result shall be warranted or guaranteed, including any scheduling, delivery, RENTAL START TIME or retrieval time, resulting appearance or usefulness. BEST EFFORTS RSSL is solely at RENTER's risk and use of any RSSL shall be acceptance as-is, where-is and of meeting all requirements. The PARTIES understand and agree that BEST EFFORTS rentals and installations ARE PROBLEMATIC, may be "off-the-shelf", without the advance preparation, inspection and/or cleaning normally available with advance scheduling. RENTER AGREES BEST EFFORTS RSSL and all consequential or subsequent issues directly or indirectly related to it are without recourse or warranty. BEST EFFORTS conditions means all PARTIES expect ERRORS,

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shortages, delays and failures. The following shall be BEST EFFORTS ONLY:

- 10.24.1. Any agreement, request, change or demand by RENTER made or confirmed within 20-days of event date;
 - 10.24.2. Flooring, carpeting, dance floor wraps, dance floor logos, custom gobos and lighting;
 - 10.24.3. Custom RSSL, one-time use RENTALS, special order items and services and sub-contracted items and services; and
 - 10.24.4. All work, delivery and retrieval timing after notice of EMERGENCY BASIS has been issued.
 - 10.24.5. Any addition to an existing installation or increase/decrease in the size or scope of the original installation and/or signed contract.
- 10.25. CA means CORP ADMIN who is the AEG designated representative as a PARTY to the contract.
- 10.26. CANCEL/CANCELLATION is the termination of an EO or any non-use of RENTALS after EO signing. EO or any EO line item may be cancelled by RENTER anytime pursuant to the terms of [POLICY-CC] by the submission of a signed FORM-CC with payment of all fees therein, including cancellation charges. USE, costs, damages or fees do not need to have been incurred, demonstrated or proven by AEG for the fees provided in [POLICY-CC] to be incurred, fully earned and payable. An EO may be cancelled by AEG anytime by NOTICE, EMERGENCY BASIS or contract REVISION.
- 10.27. CASHOUT is the conversion of non-cash credits to cash credits with the funds then becoming available for a CBR (CREDIT BALANCE REFUND) as defined below.
- 10.28. CBR means CREDIT BALANCE REFUND. RENTER shall submit FORM-CBR if when they wish their account credit balance returned, else the PARTIES agree any funds (including deposits) shall remain on account until form CBR is submitted, the account is closed by AEG or by other mutual CONSENT. The purpose of form CBR is to notify AEG's bookkeeper's directly of any credit balance refund request and for RENTER to verify the account information and current, correct address. Only the RENTER named in the contract may receive the account balance refund. In the first quarter of each calendar year if form CBR has not been submitted within 30-days after an event, AEG may close any accounts inactive for 90 days and refund any remaining account balance, less a \$5 fee for check issuance and a \$50 fee for account verification.
- 10.29. CDW WAIVER means Cancellation, Damage and Weather Waiver. A RENTER may purchase the CDW waiver to provide certain benefits and cost limitations as provided in POLICY-CDW.
- 10.30. CGLI means commercial general liability insurance.
- 10.31. CHANGE is the modification of an EO not otherwise defined at CANCELLATION or POSTPONEMENT. An EO may be changed by RENTER with CONSENT by REVISION or without CONSENT pursuant to the terms of [POLICY-CCP] by the submission of a signed FORM-CCP with payment of all fees therein to AEG pursuant to NOTICE. An EO may be changed by AEG anytime by contract REVISION.
- 10.32. CIR means all copyrights and intellectual rights related to the agreement between the PARTIES, the EVENT it provides for and the RSSL it uses are assigned fully and in perpetuity to AEG. No information may be disseminated by anyone, including by RENTER or RENTER AGENT(s) except by CONSENT. One dollar of OFFSET given in agreement to RENTER shall be in consideration of this.
- 10.33. CLAIM DOCUMENTATION. The PARTY making claim against the other shall provide irrefutable evidence that their claims are fully accurate. Irrefutable evidence shall be affidavit by QEVAL or clear, undeniable photographs showing the exact items(s) claimed. Submission of DEFNOTICE or any other notice is not in itself irrefutable evidence and does not indicate mutual agreement. Lacking such documentation, only the deficiencies or parts thereof mutually agreed upon between the PARTIES shall be considered and no claim shall exist without such mutual agreement.

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- 10.34. CLOSING CHARGES or CLOSING COSTS are any ADD-ON amounts due on a RENTER's account after the completion of an event. This can include damages, adds to the contract, late fees and interest, legal and handling fees, and any balance due on the contract that has not yet been paid in full.
- 10.35. CLOSING INVOICE CERTIFICATION is RENTER's written certification to AEG that they have received their closing invoice from AEG, that they have no disputes and that they have paid any unpaid balance. Upon AEG's issuance of the closing invoice, RENTER shall immediately notify AEG of any dispute or error. If such is not done within 10-days of issuance, the closing invoice shall be final and accepted by all PARTIES. RENTER shall request a final invoice for an event contract not less than 10-days after event end time nor more than 30-days after event end time. The Intuit QuickBooks invoice tracking system shall be accepted by all PARTIES as proof of invoice issuance. Non-receipt of the closing invoice shall not be justification for failure to certify or non-payment of any amount due. RENTER shall submit FORM-CBR if when they wish their account credit balance returned, else the PARTIES agree any funds shall remain on account until form CBR is submitted, the account is closed by AEG or by other mutual CONSENT.
- 10.36. COMMUNICATION shall have its common meaning however AEG maintains COPYRIGHT on all its written works and no understanding that is not by CONSENT, in writing and included within or attached to the EO shall have any validity or impact upon the EO. If a DEFAULT or DISPUTE exists, communication between the PARTIES shall be exclusively in writing and follow the same process provided as for NOTICE. No PARTY or any AGENT acting on behalf of any PARTY shall record any communication without the CONSENT. In telephone conversations, CONSENT shall be deemed given if a PARTY is clearly informed of the recording and continues the phone conversation.
- 10.37. COMPARISONS are the opinions and beliefs of any PARTY comparing another PARTY to any other entity and such may not be publicly disclosed without MUTUAL CONSENT due to the NDA.
- 10.38. COMPLAINT COSTS are all costs incurred by any PARTIES of the EO to obtain the full return to contract compliance of any PARTY. The PARTY in DEFAULT shall be liable for and pay such costs if return to contract compliance is not completed within the CURE PERIOD. COMPLAINT COSTS shall 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 per day per incidence of default.
- 10.39. CONFIRMATION shall be the act of AEG accepting an EO after it is signed by SIGNOR. The EO is binding upon RENTER and SIGNOR immediately upon signing and shall be deemed confirmed by AEG immediately upon receipt. However, AEG shall have five (5) business days to assess RSSL availability and suitability and to issue a confirmation number or reject EO without recourse. The written acceptance by CORPADMIN of any specific terms or offer by a RENTER or SIGNOR before or after SIGNOR's signing of EO, shall be confirmation and subject only to the five business day assessment period above. RENTER or SIGNOR may not influence AEG's confirmation or make any demand or request except by CONSENT. RENTER or SIGNOR shall have no ability to withdraw or alter EO after SIGNOR's signing, including before a confirmation number is issued, except by CONSENT or as given in [POLICY-CCP], submission of its FORM-CCP and payment of all costs and fees given therein. RENTER and SIGNOR shall maintain DOCUMENTS and incur costs for copies of DOCUMENTS as defined herein.
- 10.40. CONTRACT PRICING for RSSL is discounted 30% off of STANDARD PRICING. To determine STANDARD PRICING from CONTRACT PRICING, CONTRACT PRICING is divided by 0.700 or multiplied by 1.429. STANDARD PRICING applies when no contract is in place or when a contract default occurs and once applied cannot return to the lower CONTRACT PRICING rate.
- 10.41. CONSENT means the mutual written agreement of CORPADMIN (CA) and SIGNOR with no others having any authority, regardless of reason or intent. CONSENT is never automatic or required.
- 10.42. CONSEQUENTIAL DAMAGES shall be any damages, costs, fees, liabilities or injuries caused after and flow from one PARTY's failure to meet a contract term or requirement. CONSEQUENTIAL DAMAGES shall include all costs of failed expectations, cancellation costs, loss of use and replacement costs, failed

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business transactions or income, all inconveniences, all emotional distress and all "pain and suffering" where no direct physical injury occurred or where an existing physical condition was aggravated or otherwise harmed. PARTIES agree no CONSEQUENTIAL DAMAGES shall be considered, claimable or reimbursable except as may be specifically provided in the agreement.

- 10.43. CONSTRUCTION is the piecing together of parts to form a structure or vice-versa.
- 10.44. CONSTRUCTION SITE is the location where CONSTRUCTION occurs.
- 10.45. CONTACTS are the names, phone numbers and addresses provided by RENTER and listed on the EO for RENTER, SIGNOR, RENTER AGENT and EVENT ADDRESS. RENTER agrees CONTACTS will be fully accurate and continually available and that the "Day of Event Cellphone Contact #" shall be continually reachable by AEG during the setup, event and takedown periods with no more than a 5-minute delay in a return call being made by RENTER should AEG attempt to contact it.
- 10.46. COPYRIGHT means all AEG intellectual property, communications and published works are protected by law with AEG having exclusive publication, distribution and usage rights.
- 10.47. COPYRIGHT REGISTERED means any work registered with the U.S. Copyright Office.
- 10.48. CORPADMIN, CORP ADMIN, CORPORATE ADMINISTRATOR, ADMIN or CA shall mean the corporate administrator named by the AEG Board of Directors to handle customer contract matters for the Company. For impartiality this person may be a non-shareholder, non-employee of the Company.
- 10.49. COSTS are all charges, damages, desires, failures, fees, labor, penalties, rentals, taxes, wages, wants and other encumbrances or liabilities, including those resulting from event performance, non-performance, success or failure.
- 10.50. COSTS OF ACTION means all costs of BOTH PARTIES including court, attorney, legal, review, collection and administrative costs.
- 10.51. CURE PERIOD is the time allowed herein for a PARTY in default of any contract term to return to compliance without further cost excepting any loss due to DELIVERY hold while a contract is in default.
- 10.52. DAMAGE and DAMAGES shall mean any injury, harm, loss or decrease in value of any AEG RENTALS or RSSL and any/all unpaid amounts in RENTER's account as determined solely by AEG. AEG shall have no responsibility or liability for RENTER property, services or labor. The RENTER shall cover all costs: (1) of additional equipment and services required, delivered or used; and (2) repair or replace any lost, stolen, broken, defaced or damaged RENTALS and RSSL. Intentional damages shall be set at 12X-DAYRATE or new replacement cost whichever is greater and unintentional damages, including UNANTICIPATED ACTS shall be set at 3X-DAYRATE or new replacement cost whichever is greater. Late fees and interest, unpaid legal, court and collection costs and all other amounts due on RENTER's account shall be paid by RENTER if DAMAGES not reimbursed within 10-days of initial notice or invoice.
- 10.53. DAMAGE DEPOSIT is funds placed on account or on hold to help pay any CLOSING COSTS or ADD-ON COSTS that may be incurred on a contract as determined solely by AEG. RENTER shall have no ability to determine the accuracy of such costs or any recourse other than that provided in POLICY-DRP. Any unused amounts are refundable or cancellable less any processing fees given in the contract. It is understood CLOSING COSTS may exceed the DAMAGE DEPOSIT. DAMAGE DEPOSITS are not payments on the EO contract until used for payment of costs and are refundable by CASHOUT if not used.
- 10.54. DAYRATE is the undiscounted, standard daily rental or lease rate.
- 10.55. DBAEG means as determined by AEG.
- 10.56. DECAT means non-integral decorative attachment and includes decorative items and items such as designs, buckles, extremities, knobs, fasteners, handles, horns, paint, lettering, appendages and all other parts that are not integral to an item's operation or function. A thing is not integral if its presence is not required, replaced in function or purpose, or worked around so that EQUIPMENT remains within its guaranteed uptime.

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The PARTIES agree DECAT is not warranted and no dispute may be made based upon it.

10.57. DEFAULT is any FALSE ACTION or non-conformance with EO requirements that is not corrected by the deficient PARTY within 48-hours of notice. Changes and substitutions allowed by the EO shall not be a DEFAULT. In case of RENTER's DEFAULT:

- 10.57.1. All costs and fees given in the EO shall become fully payable without regard to RSSL delivery.
- 10.57.2. AEG shall have no requirement to deliver or perform unless defaults are fully cured and all rescheduling and expediting fees are paid in advance.
- 10.57.3. Discounts, OFFSETS, adjustments and free items shall be void and fully payable.
- 10.57.4. Unpaid RSSL (including that subsequently caused by UNAVAILABLE FUNDS) shall be adjusted to and immediately payable at 3X-DAYRATE without any adjustment, discount, or offset.
- 10.57.5. The RENTER shall pay all damages, court, attorney, and legal costs of both PARTIES as incurred.
- 10.57.6. RENTER shall pay a service fee of \$100 per day per instance of default.
- 10.57.7. AEG may take any action to remedy DEFAULT. and
- 10.57.8. RENTER shall communicate exclusively in writing to: legal@amerevent.com, unless directed to communicate in writing by CORPADMIN to: admin@amerevent.com.

In case of AEG's DEFAULT:

- 10.57.9. AEG shall pay all damages, court, legal costs of both PARTIES as incurred.
- 10.57.10. AEG shall pay a service fee of \$100 per day per instance of default

In case of default, the PARTY defaulted upon shall give any reasonable NOTICE to make another PARTY aware of the default, the consequences of the default, any action that may be taken due to the default and any time considerations of the default. It shall be a default herein to assert such NOTICE is harassment, unlawful or otherwise false or demand it not be delivered in any manner other than that defined as NOTICE herein. Either PARTY may enter into any available step of DRP mediation as given in [POLICY-DRP] to determine if a claim of default is valid and the corrective action and timing then required for its resolution. No penalties or fees shall accumulate during DRP mediation.

- 10.57.11. Should any PARTY provides any type of notice of cure, correction or compliance with the terms of the contract after a notice of default and subsequently defaults again in any way or for any reason, including through the actions of any AGENT, that PARTY shall pay the other a cure failure fee of \$500 and treble (3-times) the service fee of \$100, or \$300 per day per instance of default.
- 10.58. DEFICIENCY is any REPORTABLE INCIDENT, ERROR, problem, claim, damage, failure, missing or lost PSL or other item of concern for which a claim or DEFNOTICE is to be filed with AEG.
- 10.59. DEFICIENCY NOTICE (aka: DEFNOTICE) is notice to AEG as required by and using one of the methods provided in the TERMS and is notice of any DEFICIENCY, ERROR or errors and omissions. DEFNOTICE shall be timely filed such that AEG has an opportunity to correct during EVENT.
- 10.60. DELIVERY is any transfer of RSSL from AEG to the ESITE and includes, but is not limited to: (1) both the delivery and return time and costs of RSSL transport, (2) all associated costs of food, lodging and incidentals ("per diem") of all STAFF, and (3) all associated costs of time during travel of all STAFF. The words "until DELIVERY" shall include all time until RSSL reaches ESITE. The PARTIES agree DELIVERY time is estimated and is subject to a two-hour minimum window before and after any proposed time and is subject to change without notice or consequence, including any assertion that DELIVERY is/was late. Any DELIVERY time change that is communicated verbal, by recording, by email or by other means shall be subject to the same two-hour minimum window and conditions. The PARTIES agree that AFTER-HOURS DELIVERY is problematic and may take more or all of the two-hour minimum window DELIVERY can take up to the RENTAL START TIME. SETUP and TAKEDOWN are not part of DELIVERY. All meanings and requirements of [POLICY-SOP] also apply. AEG may act as RENTER's AGENT for DELIVERY. RENTALS,

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LABOR, SERVICES, DELIVERY and OTHER costs are separate and distinct from each other and ERRORS in one shall have no impact upon the other(s).

- 10.60.1. DELIVERY costs are separate and distinct from RENTALS, LABOR TOTAL and all other costs and ERRORS in one shall have no impact upon the other(s). DELIVERY costs once expended are not refundable or adjustable due to any ERROR or failure of RSSL or EVENT.
- 10.61. DELIVERED shall mean any RSSL that has reached ESITE, regardless of use. Any RSSL unavailable or OOS after DELIVERY is adjustable by ECREDIT only. Any RSSL used after delivery, even if partially, is deemed as meeting all requirements except as otherwise noted in a DEFNOTICE.
- 10.62. DELIVERY LIMITATIONS means that any delivery (a) scheduled less than 10-days from the EVENT DATE or (b) over 50 miles from the serving warehouse are: without refund, recourse or other remedies in case of ERRORS except as provided by ERROR OFFSETS or ECREDIT, with no cash refunds. The RENTER agrees and accepts that last minute or longer distance deliveries have little opportunity for correction if ERRORS occur and that they are solely responsible for all costs incurred, including any labor, services or materials they provide, regardless of ERRORS.
- 10.63. DEPOSITS, DAMAGE DEPOSIT or SECURITY DEPOSIT shall mean any funds required by and placed with AEG to secure the full return of RENTALS, repair damages, pay for contract adds and CLOSING CHARGES or pay for any other fees and costs provided by the EO, subject to applicable laws. They are not PAYMENTS unless used. No interest shall be paid to RENTER on any DEPOSIT. Funds shall be held in RENTER's account for subsequent events until RENTER requests an account CREDIT BALANCE REFUND by filing FORM-CBR at <http://cbr.amerevent.com> and shall be refunded in accordance with the terms therein.
- 10.64. DISPUTE is ANY disagreement between the PARTIES for which a corrective action is not mutually agreed. The communication of any DISPUTE shall be in writing and not verbally or by other form.
- 10.65. DISPARAGE means any public negative statement or NCOM, whether written, oral or INSPIRED, by one PARTY against any other PARTY.
- 10.66. DISPARAGING ERROR is the unintentional, mistaken or erroneous DISPARAGING regardless of magnitude by one PARTY against any other PARTY. If uncorrected after 48-hours such shall be deemed FALSE DISPARAGEMENT with all consequences of such.
- 10.67. DISQUIETUDE means the state or feeling of disquiet, anxiety, distress, uneasiness, exasperation, negative emotional response or anything similar and any damage, cost, pain, suffering, inconvenience or any other loss incurred. DISQUIETUDE is specifically disallowed by the PARTIES as a cause of any action, dispute or claim and shall not be eligible for any adjustment, compensation or reimbursement.
- 10.68. DLEU means DAMAGE, LOSS and EXCESS USE.
- 10.69. DOCUMENT shall mean each PARTY shall retain their copies of all contract documents, including EO, attachments, change orders and invoices, for the TERM of the agreement. A DOCUMENT FEE of \$50 shall apply to any request for second or later copies of documents after contract signing.
- 10.70. DROP-OFF, DROP-OFF ONLY and DELIVERY ONLY shall mean only AEG's transporting of RSSL to the ESITE and later retrieving it with no other services provided regardless of other indications. No ONSITE services or labor shall be free of charge or included in any other cost such as RENTALS or DELIVERY, each must be individually line item included. Unless RENTER has paid in advance for ONSITE services, RENTER shall be responsible for removal of RSSL from the transport vehicle, all preparation and cleaning, all setup, all operating, repair and supervision requirements, all takedown and all reloading onto the transport vehicle. All labor other than driving the delivery vehicle shall be RENTER's responsibility when DROP-OFF ONLY is designated.
- 10.71. DRP means the DISPUTE RESOLUTION PROCESS the PARTIES are bound to by the agreement and as given in [POLICY-DRP] and detailed at <http://DRP.amerevent.com>. The process is mutually applicable to all

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PARTIES and may not be considered unilateral. The process consists of up to three steps that may be described as (STEP 1) informal, electronic mediation. (STEP 2) informal in-person or telephone mediation and (STEP 3) small claims court or binding arbitration as given in [POLICY-DRP]. DRP is the exclusive process by which PARTIES may settle disputes and while a PARTY may elect to circumvent its requirements, the PARTY instigating such action shall: (1) pay all costs, attorney fees and court costs of all PARTIES and (2) shall be in DEFAULT for the period of such action.

AEG's enforcement of any EO term, condition or requirement, AEG's efforts to correct any default or AEG's collection of any accounts payable shall not be considered a dispute nor require DRP and may be by any lawful means necessary and available.

- 10.72. DUE DILIGENCE shall mean the RENTER's investigation of RSSL prior to signing the EO contract and prior to EO delivery and shall include at a minimum: (1) RENTER's viewing, selection and approval of equipment in any AEG warehouse prior to contracting and in the AEG delivering warehouse 7-10 days before loading for delivery to ESITE; (2) RENTER's affirmation that the equipment chosen is suitable for their needs including for the event location, expected weather, safety and security and they have received independent QEVAL opinion in support of this determination; (3) RENTER's request for and receiving of appropriate training for any task RENTER is responsible for (including all tasks prior to, during or subsequent to event) and RENTER must document such training; (4) RENTER's direct verbal communication with the delivering warehouse (and not a sales office) 10-15 days before EDATE to confirm all RSSL needs, times and ESITE location; (5) emailing a SITEMAP to DWHSE 10+ days before EDATE and (6) RENTER's "CLOSING INVOICE CERTIFICATION" 10 days after event end time and no later than 30 days thereafter.

DUE DILIGENCE shall also mean the RENTER's considerate and appropriate handling of all RSSL and assuring the RSSL is available and that RETURN occurs as defined, including return in a timely manner and for which a RETURN RECEIPT is issued by AEG. No item may be left unsecured or unattended and no item shall be deemed returned without AEG's CONSENT. The PARTIES agree RENTER is solely responsible for DUE DILIGENCE. The EVENT belongs to RENTER and no one else. AEG has no responsibility for: (1) knowing what RENTER wants or assuring they receive it, (2) assuring suitability for any event site, attendance or weather, or (3) reminding RENTER of DUE DILIGENCE needs or arranging such for RENTER. RENTER agrees: (1) DUE DILIGENCE is solely their responsibility and absolutely necessary for a successful outcome, (2) failure to meet or exhibit DUE DILIGENCE is acceptance of RSSL as-is and as meeting all requirements and expectations, without any warranty or recourse and (3) failure to meet DUE DILIGENCE requirements makes RENTER solely responsible for all losses, damages, lack of performance and all additional costs directly or indirectly incurred.

10.72.1. TABLES and CHAIRS must be pre-selected by RENTER else are AS-IS and may contain defects. Wood chiavari chairs are SELECT or WEDDING GRADE only if individually pre-selected by RENTER and affirmed as meeting RENTER's needs 7-10 days before loading for delivery.

- 10.73. DWHSE shall mean delivering warehouse or the warehouse from which RENTER receives rentals as shown on the Event Order. This shall be subject to change as AEG determines appropriate.
- 10.74. DWHSE RENTALS SELECTION shall mean RENTER's viewing, selection and approval of all items currently viewable at the delivering warehouse prior to contracting. No claim of differing appearance, grade or expectation shall be valid. DWHSE RENTALS SELECTION is a required part of DUE DILIGENCE.
- 10.75. EARLY ACCESS means AEG's optionally allowing RENTER into the event installation area prior to the contracted ETIME (equipment turnover time) for the purpose of RENTER's early setup of equipment, decorating or similar. AEG's agreement to EARLY ACCESS shall not be an obligation upon it and AEG may alter, delay, or deny access as it deems necessary during the installation period.
- 10.76. ECREDIT is a non-cash event credit for rentals for one (not multiple) future event only after any minimums are first met. An ECREDIT has a cash value of one cent (\$0.01) and after 15-months no cash or event use value remains. Adjustments shall be by ECREDIT only, except as provided by [POLICY-CC] or [POLICY-DRP]. Any ECREDIT unused balance expires immediately after any portion is applied to a contract.

ECREDITS may be used for: (1) credit on the rentals of one future event by RENTER, (2) transferred to another

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person or entity for credit on one future event, (3) turned in as proof of claim for RENTER's insurance, (4) for CASHOUT if AEG's CDW waiver was purchased, or (5) sold to another AEG RENTER as given in <http://ecredit.amerevent.com>. The transfer or sale of an ECREDIT is between RENTERS is between the original ECREDIT holder and the new ECREDIT holder, with AEG acting only as agent. Any payments are due in full at time of transaction with no time payments available. Any fees or account balances due at time of an ECREDIT sale shall be deducted from the proceeds applied to the original ECREDIT holder's account. An ECREDIT once sold or transferred to a new ECREDIT holder may not be sold or transferred again.

- 10.74. EMERGENCY BASIS is any unintentional, unplanned occurrence that significantly impacts any Party's ability to setup, remove, perform or conduct EVENT and includes ACTS OF GOD, FORCE MAJEURE, or unintentional RSSL failure, including: breakage, misidentification, miscommunication, breakdown, unavailability, OOS and LABOR SHORTAGE. It shall not include failure to secure financing, permits (except where State certified or licensed equipment is disapproved by a local authority), approval attendance numbers or a change in time or date. When a PARTY gives NOTICE to the other PARTIES of EMERGENCY BASIS within 72-hours of becoming aware of such status, 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. Any item delivered and used shall incur any delivery, rental and services fees delivered. In the case of 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]. In the case of EMERGENCY BASIS initiated by AEG due to any weather related incident, such as weather caused ESITE conditions preventing PSL installation or retrieval, RENTER shall be solely responsible for all costs incurred. In any non-weather related incident, AEG's maximum liability shall be REDO or at its sole option a refund or credit for the amount actually paid less all initial use costs, labor and delivery for any EMERGENCY BASIS item. RENTAL, LABOR, SERVICE, DELIVERY or OTHER with such costs being separate and distinct from each other and ERRORS in one shall have no impact upon the other(s).
- 10.75. EMPLT means employee lease terms.
- 10.76. An ENTERTAINER is an independent contractor hired at RENTER's request at and at RENTER's responsibility to provide entertainment at RENTER's event. AEG acts only as RENTER's agent for the locating and hiring of ENTERTAINER services and RENTER is responsible for these services and consequences should any unavailability or ERRORS occur. Inability to use RSSL has no adjustable basis and is not a justification for refund or credit.
- 10.77. EQUIPMENT CARE means RENTER's affirmative duty to inspect, maintain and protect and pay for repairs of all RENTALS and return it to AEG in the condition received or better and good "rental-ready" condition. RENTER shall protect RENTALS against damage from weather, theft and all other loss, including keeping them under cover and under guard or lock and key. The RENTER shall MAINTAIN all RENTALS but shall not to repair, modify or attach anything to them without CONSENT.
- 10.78. EO is the event order, TERMS and CONDITIONS and ATTACHMENTS.
- 10.79. EOS is the EVENT ORDER CONTRACT SUMMARY that is located near the top left of the page 1 of the EVENT ORDER and summarizes key points of the EO, but is not exclusive of any other EO requirement.
- 10.80. ERRORS means ERRORS & OMISSIONS and includes: (1) any AEG failure to deliver or perform, (2) the failure of RSSL not caused by RENTER's action or inaction while under RENTER's possession, control and appropriate care and (3) the incorrect inclusion or pricing of RSSL in an agreement by AEG. In the case of incorrect pricing, AEG may issue a contract revision and RENTER shall have 24-hours to accept the new pricing or refuse it at which time AEG may elect to accept the incorrect pricing or cancel the entire agreement without recourse. However, AEG shall make no changes to pricing less than 15 days before the event date if contract was confirmed 20 days or more before event date. In the case of RENTAL or other equipment failure, RENTER shall return the failed equipment to the nearest AEG warehouse if item is not immediately repairable, RENTER receive an equal or equivalent replacement. RENTER is responsible for any and all costs of return and replacement including DELIVERY and labor required on ESITE. While failed equipment shall be replaced at no additional rental charge, RENTER shall return equipment to DWHSE for

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replacement and shall not claim or receive free delivery or onsite labor if RENTER received it from AEG.

- 10.81. ERRORS OFFSET shall mean OFFSET, as defined below.
- 10.82. ERS means equipment, rentals or services provided by a VENDOR, as defined herein.
- 10.83. ESITE means event site, venue or location where the RSSL is delivered or placed or where the event occurs. RENTER shall not remove, relocate or reuse RSSL from ESITE without CONSENT and payment of all costs including additional rent. RENTER shall return any rental moved more than 50 feet from its original delivery placement location immediately after event end and prior to pick-up else pay all fees and costs incurred. The RENTER is responsible for all aspects and costs of the ESITE, including unhindered access, damages/theft/and any loss to RENTALS, all upkeep and maintenance of RENTALS, DUE DILIGENCE in assuring potential damages or losses are mitigated, utilities, lighting, security, crowd control, site preparation and safety equipment needed for a safe and successful event as well as return of RENTALS without damage(s) or loss(es). RENTALS used on uneven or unstable surfaces, including grass, gravel or soil, shall be at RENTER's sole risk and responsibility and no claim of unsuitability or ADJUSTMENT shall be considered. RENTER is solely responsible for its ESITE, their PARTICIPANTS and for RSSL or RENTALS on ESITE and for any costs, damages or liabilities caused or are incurred and for any reason, including weather. RENTER is solely responsible for a contract for use of ESITE that provides for all conditions and requirements of this agreement and for RENTER's sole responsibility for payment of any costs of AEG whatsoever that may occur for any reason, including any damages, legal and Court costs related to ESITE, the owner(s) of ESITE, RENTER, AGENTS, or PARTICIPANTS. RENTALS, LABOR, SERVICES, DELIVERY and OTHER costs related to ESITE or EVENT are separate and distinct from each other and ERRORS in one shall have no impact upon the other(s). RENTER is solely responsible for RSSL while on ESITE and for all ADDS, additional use of RSSL either authorized or unauthorized, costs, damages and liabilities incurred. Further all ESITE related requirements of [POLICY-SOP] apply.
- 10.84. ETHICS shall mean a PARTY's best efforts to maintain integrity, honesty, completeness, accuracy and forthrightness in all things related to the EO and EVENT. Incomplete, false or misleading information shall not be communicated nor shall any threatening, vulgar, demeaning or insulting communication occur in any form or media.
- 10.85. EVENT is the activity this EO serves.
- 10.86. EVENT DATE ("EDATE") is the calendar date upon which the RENTAL START TIME is set. The EVENT TIME may be shorter or longer than the EVENT DATE.
- 10.87. EVENT PRODUCTION TIME ("EPTIME") is the time from delivery through retrieval of PROPERTY on ESITE.
- 10.88. EVENT START is the same as RENTAL START as defined herein.
- 10.89. EVENT TIME is the same as RENTAL PERIOD as defined herein.
- 10.90. EVENT is the activity an EO serves or provides RSSL to.
- 10.91. EXCESS USE (or EXCESS USAGE) is keeping of RENTALS either outside the contracted period of use or for more than the allowed hours of use per day as given in [POLICY-SOP]. EXCESS USE applies to any RENTAL cancelled by either PARTY and then used by RENTER and to any RENTAL not timely returned to the DWHSE before the "max recover by date" listed in the EO in a condition equal to or better than it was delivered in. In the case of damaged RENTALS, EXCESS USE applies until a replacement is paid for by RENTER and that replacement is delivered to the DWSHE. EXCESS USE incurs an additional fee of 1X-DAYRATE except when intentional abuse or intentional keeping occurs the additional fee is 3X-DAYRATE. AEG at its sole option may offer long term discounts on EXCESS USE exceeding one week.
- 10.92. EXCLUSION ZONE shall be at a minimum, the greater of: (a) 5-feet horizontally and 15-feet vertically of ROUTE delivery vehicles must take, (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 RENTAL placement location(s). No vehicles, trailers or other items can be parked within the

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placement location EXCLUSION ZONE.

- 10.93. EXPENDED LABOR is all labor for which a cost has been incurred by AEG and includes actual hours worked as well as the 4-hour minimum per worker per assignment, all travel time and all preparation time.
- 10.94. EXPERIENCES are the opinions and beliefs of any PARTY concerning another PARTY and may not be publicly disclosed without MUTUAL CONSENT due to the NDA.
- 10.95. EXTENSIONS shall be additions to the period of RENTALS use, either by CONSENT or without. Any keeping of RENTALS beyond the EVENT end time shall be an EXTENSION. If by CONSENT the undiscounted single day rental cost standard daily rates shall apply and be paid as additional rent. If not by CONSENT 3X-DAYRATE shall apply and be paid as additional rent.
- 10.96. FACT OR QUESTION. FACT shall mean the making of a statement as if fact and QUESTION shall mean the direct or indirect implication as if fact by asking as question instead of a direct statement as if fact. In all instances the underlying implication of fact by asking any question shall be considered equal to the making of a direct statement of fact and the violation of any contract requirement, including its NON-DISCLOSURE ("NDA"), TRADE SECRETS, NON-DISPARAGEMENT & COPYRIGHT provisions shall not be circumvented by the asking of QUESTION instead of making a statement of FACT.
- 10.97. FALSE ACTION is RENTER's or any AGENT's stated intent, cause or participation in any of the following actions for any reason unless by prior CONSENT: (.1) reversing, stopping, voiding or charging-back of any payment or any payment authorization including any BANKCARD once submitted; (.2) the making of any payment by an unauthorized, insufficient or unavailable means; (.3) the demand for or receipt of, either before, during or after ETIME: (.3.1) RSSL not included in the EO line item listing, including as the EO may be modified by published revision, (.3.2) for RSSL of higher grade, larger size, higher quality or additional cost than in the EO line item listing or for additional rental time outside the ETIME given in the EO, (.3.3) additional setting or resetting of RENTALS without payment of all costs required; (.4) the demand for refund of any rental, service, labor or delivery not paid for or the seeking of a refund of any item in the category of rental, service, labor or delivery because of an ERROR in another category; (.5) any demand or dispute contrary to or in excess of the provisions of [POLICY-WARRANTY] or elsewhere in the EO; (.6) any demand or dispute made without a contractual basis; (.7) the unauthorized use, including uncontracted additional time of use, or taking of RSSL; (.8) any claim that RSSL was not delivered within the contract terms when the ESTART (rental start or turnover) time was met; (.9) any claim that delivery times are not estimates as stated in the EO or that delivery times are firm or fixed; (.10) any attempt to assign responsibility for directly caused or indirectly caused weather related incidents, liabilities or costs to AEG (.11) any claim that RSSL was not received when substituted item(s) of equal or greater value was received and used; (.12) claim of verbal understandings or agreements not in writing and without CONSENT; (.13) failure to pay within 3 days of due date; (.14) attaching of any condition to a payment or the return of PROPERTY and or the failure to return PROPERTY by the return date; (.15) the removal of property from SITE without CONSENT; (.16) demand, action or threat of action contrary to the EO; (.16) the taking of, threat of or implication of any action regarding any dispute that is outside or in conflict with the DRP process or its determinations or findings; (.18) the talking of any action against any PARTY or NON-PARTY outside POLICY-DRP or informal communication, including the taking of action against any DBA ("doing business as") or business not specifically named as a party in the EO; (.19) the communication or provision of false, misleading or misrepresentative information; (.20) the casting of FALSE LIGHT on the actions of another PARTY; (.21) frivolous actions, including communications, with the intent to waste time of, misstate contract requirements, insult or demean a PARTY, (.22) attempts, threats or acts to block or hinder any action allowed of AEG in this EO, or (.23) RENTER's and any AGENT's acting on RENTER's behalf will not record, retain the image of, communicate, publish or otherwise keep, record or transmit any item defined in MEDIA LICENSE including electronic, telephone or verbal conversations without CONSENT.

Each FALSE ACTION shall be void, not considered in any dispute and a DEFAULT subject to a \$100 default fee per instance per day. AEG may take any course to correct including criminal and civil action to correct including outside of DRP and RENTER shall be responsible for all AEG costs of such action(s) including all Court, attorney, legal, administrative, contract review and DEFAULT fees as provided herein and any and all

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other costs.

- 10.98. FALSE DISPARAGEMENT is the act of one PARTY publicly disparaging another in any manner that is not completely accurate, honest or factual regardless of intent or belief. The communication of a negative or neutral review with no, incomplete or false review wording shall be deemed FALSE DISPARAGEMENT as is any private or public communication that creates a HWE (as defined). The contract terms shall dominate in any question of factual communication. FALSE DISPARAGEMENT shall be NCOM and in DEFAULT with the disparaging party paying costs of DEFAULT as given in this agreement.
- 10.99. FALSE LIGHT shall mean any untrue or misleading portrayal by one PARTY against another or any private or public written statement made by one PARTY that is considered offensive or damaging by the other when no direct contractual basis exists to justify it. The publication of a negative or neutral review with no, incomplete or false review wording shall be deemed FALSE LIGHT.
- 10.100. FACSIMILE AND DIGITAL SIGNATURES ("FDS") are digitally or otherwise generated signature representations of the SIGNOR, RENTER or provider of payment account information that take the place of original signatures. FDS may be used on all documents and payments required in or for the EO and such shall be considered equal to a handwritten signature and fully binding provided an action is first taken by the signee such as submission of a contract or means of payment. A copy of such person's driver's license, passport or military ID shall be providing to AEG as proof of identity, however, the lack of such shall not change the authorization herein granted.
- 10.101. FEEDBACK EXTORTION is the act or threat of disparagement or NCOM by one party to the other when: (.1) the potential or purpose to gain an advantage in mediation or reimbursement may exist, (.2) in effort to dissuade the other PARTY from enforcing any contract term or requirement, (.3) prior to completion of phase 3 of [POLICY-DRP].
- 10.102. FINDINGS means the determinations, conclusions and adjustments published at the end of each phase of DRP in accordance with [POLICY-DRP].
- 10.103. FLOORING, also known as TENT FLOORING, FLOATING FLOORING, PORTAFLOORING and EVENT FLOORING is any portable flooring used to cover the ground at an event site and has the appearance, features, benefits, faults, installation requirements and use requirements as given in [POLICY-SOP].
- 10.104. FORCE MAJEURE is any extraordinary event or circumstance beyond the control of the PARTIES, such as a war, strike, riot, crime, or an ACT OF GOD. The settlement of any dispute rising from any FORCE MAJEURE occurrence shall be REDO as defined herein.
- 10.105. FOUR CORNERS. The FOUR CORNERS of the agreement between AEG and the RENTER includes: EVENT ORDER (EO) and the current TERMS (T/C's), POLICY-CC, POLICY-DEFINITIONS, POLICY-DRP, POLICY-INSURANCE, POLICY-SOP, POLICY-WARRANTY and FORM-CBR. Modification to the FOUR CORNERS is by AEG's written CONSENT only. No handwritten, verbal, implied or other changes shall be valid or binding.
- 10.106. FRUSTRATION OF PURPOSE is any UNANTICIPATED ACTS or unforeseen event that undermines a PARTY's principal purpose for entering into the agreement such that the performance of the contract is radically different from performance of the contract that was originally contemplated by the PARTIES and both PARTIES knew of the principal purpose at the time the contract was made. This can result from result of government action, and UNANTICIPATED ACT as defined herein, a third party action, nature and any occurrence that frustrates a PARTY's purpose for entering into the contract.
- 10.107. FUNCTIONALLY EQUIVALENT means an item or group of items that can be used in the same basic manner as another item or items. The delivery of the service or labor or use of any FUNCTIONALLY EQUIVALENT item(s) shall be acceptance as-is, where-is and of meeting all requirements with no free or reduced cost use of any RSSL due to any ERROR, malfunction or substitution. Equivalency shall be determined by AEG based on skill, functionality, appearance and similar usability. Refusal of a FUNCTIONALLY EQUIVALENT items is cancellation and subject to restocking fees and any costs incurred.
- 10.108. HARASSMENT shall not include the legal efforts of either PARTY to enforce the provisions and collect the

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payments due under the EO contract. The claim of such shall be a FALSE ACTION and in DEFAULT.

- 10.109. HAZARDS include any potentially dangerous or harmful local condition, including but not limited to: surface conditions, flora, animals, structures, waterways, utilities and weather. The PARTIES agree there are potential significant risk of movement, collapse, lightning, wind and other dangers associated with HAZARDS and RENTER agrees to maintain and publish an evacuation plan for its PARTICIPANTS.
- 10.110. HOSTILE CLAIM STATUS shall exist if a PARTY makes claims or demands: (a) contrary to, (b) without appropriate substantiation of or (c) significantly in excess of the EO agreement and [POLICY-WARRANTY]. If HOSTILE CLAIM STATUS exists, the other PARTY shall be given the benefit of all doubts or credibility above that of the offending PARTY and all contrary, unsubstantiated or excessive claims shall be dismissed.
- 10.111. HWE means HOSTILE WORK ENVIRONMENT and RENTER shall not allow a HWE be created in any form, including but not limited to: (.1) unsafe conditions per [POLICY-SOP]; (.2) any course of conduct which annoys, threatens, abuses, intimidates, alarms, or puts an AEG worker in any kind of physical, emotional or mental discomfort, distress or fear of their safety and includes ANY: (a) demeaning, (b) belittling or sarcastic communication, (c) raised voice or yelling communication, (d) sexual suggestion, (e) suggestion of misconduct, (f) suggestion of any false intent, (g) or any instance where RENTER approaches any AEG worker closer than 12-inches of separation. (.3) any person on ESITE without CONSENT or with CONSENT but believed intoxicated during setup, removal or within 50-feet of a RIDE in operation. (.4) false, misleading or misrepresentative communications. (.5) claim or demand for RSSL or special terms not listed in EO or agreed to by CONSENT. (.6) any continued demand upon any AEG worker after such worker has refused such demand. (.7) and communication that action of any kind that will be taken against an AEG worker due to any dispute between RENTER and AEG. and (.8) any demand that may lead to any unlawful act or any act contrary to any employment or service agreement. If any AEG worker deems a HWE continues after notice to RENTER, they may remove themselves from the HWE without recourse or refund and RENTER shall be responsible for a \$50 HWE fee per instance, with each minute being a separate instance, and for emergency call-out costs to complete any remaining work required. RENTER affirms that as a condition of the agreement regardless of reason or justification, no HWE shall occur by RENTER or anyone representing or associated with RENTER.
- 10.112. ICS means independent contractor services for which AEG acts only as RENTER's agent in securing and for which AEG has no other responsibility and provides no warranty. ICS is contracted, services imitated from and performed from the location of EO preparation designated in the EOS.
- 10.113. IMAGINEERING shall mean one's imagination, thoughts, desires, beliefs, confidence (or loss of confidence), personal design, ideas and engineering of how RSSL should or will function, be delivered, provided, utilized or look when installed or used. The PARTIES understand that such may be mostly fantasy, unrealistic and not applicable in the real world. All PARTIES agree that no other PARTY shall have responsibility for another's IMAGINEERING nor shall there be any recourse for one's IMAGINEERING being unfulfilled. Only actual inventory shall be available for use and DUE DILIGENCE is required by RENTER to assure their IMAGINEERING is reasonable, practical and obtainable based on actual inventory and services available. The RENTER shall be solely responsible for the grade of equipment ordered and for their full understanding of what that grade is, means and results in.
- Example: RENTER imagines the grade B tent they have ordered is nearly new, without blemish, age or discoloration when this is describes a grade A tent and costs 50%-100% more than grade B.
- Example: RENTER, without ever having set a commercial tent themselves, imagines services will be provided faster or with an unrealistic efficiency so they can access equipment before the contracted equipment turnover time.
- Example: RENTER imagines changes to the contract, addition of equipment or lack of continual access are required by the contract will not impact the delivery or setup times.
- 10.114. INCLEMENT WEATHER is defined as any time weather conditions exist that have potential to cause harm, damage or disruption to the EVENT or the delivery, setup, removal and pickup of RENTALS. This shall include wind gust in excess of 20 MPH during setup or removal, wind in excess of the design 3-second windspeed rating for a tent, temperature below 32°F or greater than 100°F, when thunder or lightning is observed or

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heard, when heavy rain is present, when water has accumulated at ESITE or when any other potentially dangerous weather condition exists.

- 10.115. INDEMNIFIES AEG shall mean "Indemnity, Defend and Hold Harmless" and obligates RENTER to pay for all costs, injuries or damages related to RENTALS, for any lawsuits that may be filed by RENTER, third parties or others for any reason and further requires RENTER hire an attorney for AEG to litigate such lawsuits.
- 10.116. INSPIRE shall mean a PARTY's direct or indirect causing of any action for that PARTY's benefit or support that is or may lead to DEFAULT without that PARTY taking immediate, effective and complete corrective action to assure no DEFAULT occurs or remains.
- 10.117. INSURANCE shall at the minimums and terms defined in POLICY-INSURANCE. RENTER is responsible for exclusions and deductibles. RENTER is exclusively responsible for all claims related in any way to RSSL use with AEG indemnified against all claims. RENTER is solely responsible for liabilities, costs and damages incurred as a result of their event or RENTALS.
- 10.118. INDST is Industry Standard.
- 10.119. IN-SERVICE TIME or IST is in-service time and is anytime RSSL is used or available for use.
- 10.120. LABOR SHORTAGE means the unavailability of the labor or workers necessary to complete a task for any reason. LABOR is provided on a BEST EFFORTS basis. Should LABOR be unavailable for any reason, AEG's sole liability shall be refund of only the fees paid by RENTER for that portion of labor not available.
- 10.121. LABOR COSTS and LABOR TOTAL are the total for tasks to be performed and is the sum of the labor portion of the individual line items of the EO. If any line item shows a zero (\$0) labor total, no service or labor is provided for that item regardless of any other indications. No labor shall be provided free of charge or included in RENTALS or DELIVERY. All laborers working event either for AEG, a contractor or RENTER must be paid for their services directly or indirectly by RENTER. RENTALS, LABOR, SERVICES, DELIVERY and OTHER costs are separate and distinct from each other and ERRORS in one shall have no impact upon the other(s).
- 10.122. LATE FEES apply as follows: (a) to UNAVAILABLE FUNDS, a fee of \$35 per occurrence; (b) to late payments, a collection fee of \$35 per month and a late payment fee of 18% per year (1.5% per month) of the overdue balance; and (c) all collection costs and bank fees incurred. Payments made by UNAVAILABLE FUNDS are the same as payment never having occurred.
- 10.123. LEASE TIME is all time any RSSL is in RENTER's control or on ESITE including from delivery to retrieval.
- 10.124. LEGAL@AMEREVENT.COM and JAY ROSE. The PARTIES agree legal@amerevent.com is the semi-autonomous response system used by AEG to send legal notices, deficiency notice, default notices, costs, pending or on-going actions and factual information concerning the EO that uses the bot-name (i.e.: "alexa-type name") of Jay Rose, J Rose, J.R. or JR. The PARTIES agree no legal advice shall be deemed given and no licensed attorney shall communicate through this system. Communications shall be positioned from AEG's point of view.
- 10.125. LOSS and LOSSES mean: (a) the damaging, theft, abandonment, inadvertent misplacement or any failure by RENTER to return AEG property in the condition received as solely determined by AEG, (b) any unexpected cost incurred by any PARTY, and (c) any PARTIES' failure to gain, obtain or utilize RSSL. In any dispute over the amount or type of LOSS incurred, AEG's determination shall dominate.
- 10.126. LOSS OF USE means any otherwise unreimbursed, uncompensated or unadjusted amount paid due to ERRORS, OOS or other unavailability of RSSL for which AEG is responsible as provided in the EO. RENTER's decision to cancel, postpone or not to use any RSSL delivered or any error in contracting or ordering the correct RSSL shall not be considered. LOSS OF USE is determined by the following: cost paid times percentage of use received (within 10%) less ZERO BASIS and any refund given with ERROR OFFSETS not deducted. LOSS OF USE shall be adjusted by ECREDIT only.

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- 10.127. MAINTAIN means the RENTER shall perform all periodic tasks required for continuing safe operation and use of RENTALS, including but not limited to: refueling, maintaining oil levels, tightening tent straps, reattaching detached items and any other tasks given in [POLICY-SOP]. MAINTAIN does not mean repair of any broken or malfunctioning item or electrical component without first receiving CONSENT.
- 10.128. MEETING shall mean any in-person discussion by AEG and RENTER that has not been paid for in advance by RENTER and the occurrence or failure of such shall have no warranty or bearing on any contracted RSSL except has provided in [POLICY-CC] and payment of the current addition or cancellation costs.
- 10.129. MECHANICAL RIDES are motor driven conveyances such as carnival rides, Ferris wheels, carousels, mechanical bulls, tracked and trackless trains and people movers. Devices that are simply motorized blower inflated or not a continually motor driven conveyance, such as bounce houses, inflatables, rockwalls and euro-bungees are typically not considered mechanical rides.
- 10.130. MEDIA LICENSE: RENTER expressly grants and assigns AEG: (1) unconditional right to (1a) "Use of Likeness", (1b) "Photo Release", (1c) license to "Right of Publicity"; (2) the unconditional right to use the following even when COPYRIGHT REGISTERED: (2a) publications, (2b) photographs, (2c) logos, (2d) CONVERSATIONS in any form and (2e) materials or recordings of any form as such may be applied to or used in any PARTY's advertising and marketing provided it in no way violates the "TRADE SECRETS" and "NON-DISPARAGEMENT" conditions of the agreement; (3) all copyrights and intellectual rights to AEG for all items given in this paragraph with respect only to this contract with RENTER and AGENTS of RENTER retaining none. Further RENTER expressly agrees that RENTER and any AGENT of RENTER will not record, retain the image of, communicate, publish or otherwise keep, record or transmit any item covered in this paragraph including electronic, telephone or verbal conversations without CONSENT.
- 10.131. MINIMUMS are the minimum values assigned by AEG to a contract that must be met by RENTER before a contract can be confirmed or an ECREDIT applied. AEG may assign and modify minimums at any time. MINIMUMS shall apply to DELIVERY, type of client, to category of equipment and to other categories AEG deems needed. The minimum must be met AFTER application of any discount or credit or the discount or credit adjusted (decreased) until the minimum is met.
- 10.132. MRSCP means AEG's mechanical rides (liability) self-coverage plan as given in [POLICY-INSURANCE].
- 10.133. NDA means NON-DISCLOSURE AGREEMENT as given in the TERMS AND CONDITIONS.
- 10.134. NEGLIGENCE. For the purpose of the EO, NEGLIGENCE shall mean the failure to exercise appropriate care to prevent and mitigate damage to PROPERTY that a reasonable or prudent person would do in the circumstances, or taking action which such a reasonable person would not take in the circumstances. No claim of NEGLIGENCE shall be valid without the written OSAS of a QEVAL.
- 10.135. NCOM is any negative, public communication regarding AEG, STAFF, EO or EVENT by any method, process or media by RENTER or anyone acting on RENTER's behalf without CONSENT.
- 10.136. NCOM COMPENSATION includes the default fee of \$100 per day per incidence of default and the defaulting PARTY paying all damages, attorney, legal and court costs of both PARTIES.
- 10.137. NON-FIXED OFFSETS are all OFFSETS, discounts or adjustments shown on the OFFSETS line of the EO. NON-FIXED OFFSETS may be lost in case of DEFAULT. Any discounts or adjustments given as an ECREDIT, DRP determination, OFFER IN SETTLEMENT or court order shall be FIXED OFFSETS.
- 10.138. NON-PARTY is every person and entity not specifically named as a PARTY in the EO, including against any DBA ("doing business as"), trademark name or other AKA ("also known as") name.
- 10.139. NOTICE means any communication between the PARTIES required by the EO or deemed necessary for the execution, clarification, change or enforcement of the EO. All NOTICE shall be in writing and any other NOTICE shall not be binding or deemed delivered except by CONSENT.

NOTICE to AEG shall be exclusively as follows:

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- 10.139.1. concerning event emergencies, shortages, breakdowns, weather and service issues shall be emailed to defnotice@amerevent.com or to AEG's primary fax: (888) 849-2882 (PFAX).
- 10.139.2. concerning equipment delivery or pick-up shall be emailed to the AEG warehouse serving EO as listed on the EO confirmation, confirmation email or EO. Or
- 10.139.3. concerning contracts (submissions, confirmations, terms, questions, definitions, modifications, changes, postponements, cancellations, financial requirements or forms and all other) shall be emailed to contracts@amerevent.com or faxed to PFAX with the words "CONTRACT NOTICE" in the subject line. Or
- 10.139.4. concerning invoiced items shall be emailed to accounting@amerevent.com with the words "INVOICE QUESTION" in the subject line. Or
- 10.139.5. concerning dispute or any other purpose shall be emailed to admin@amerevent.com.

NOTICE from AEG to any PARTY shall be:

- 10.139.6. NOTICE from AEG to any PARTY shall be by email to the RENTER's email or the RENTER AGENT email as listed on the EO or by contract revision. General notices for upcoming business changes or closures shall be to the USER's email of record or posted on the quotes website all RENTERS use to receive a quote or contract.

NOTICE to any other PARTY shall be:

- 10.139.7. NOTICE to any other PARTY shall be to the RENTER EMAIL or RENTER AGENT email as listed in the EO, except when NOTICE has been given of attorney representation then NOTICE may be sent to said attorney instead.

All PARTIES shall affirm receipt of any NOTICE immediately. There shall be no attempt to hide or infer non-receipt of any NOTICE and such shall be in DEFAULT. No PARTY, RENTER AGENT, attorney or AGENT of a PARTY may change or alter the requirements of this definition except by CONSENT. No PARTY shall demand the communication or NOTICE of another PARTY be to or through their attorney, representative or other proxy. American Bar Association (ABA) Rule 4.2 [4] "...Parties to a matter may communicate directly with each other..." shall be enforced. however, a PARTY's attorney may participate in any communication provided ABA rules are followed.

- 10.140. OBSTACLE shall mean any condition or object that interferes with, hinders or delays the installation or removal of RSSL. This includes: all barriers; barricades; a door or entry opening less than 72" wide (with no center post), steps, stairs and elevators; overhead and underground utilities, obstructions and other objects or conditions; soil, ground and surface conditions; utility availability for use; walls, fences, plants and any other direct path inhibitors; lack of EXCLUSION ZONE; lack of parking, roadways and unpaved roadways or potholes; excavations; lack of parking; lack of SITEMAP or corner marking when required; any all other interferences.
- 10.141. OCCURRENCE means the date and time an issue or incident occurred or was first noticed. In the case of any item in dispute it shall mean the date and time the cause of the dispute occurred or in case of dispute of any RSSL, the time and date of delivery of the RSSL or of the action causing the damage or loss leading to the dispute, whichever is later.
- 10.142. OFFER IN SETTLEMENT is any offer given by one PARTY to another with monetary consideration of \$1 or more to settle any dispute between the PARTIES. The PARTIES agree if the other party accepts the offer by taking the monetary consideration (or cashing a check or similar banking instrument) the dispute and any other arising from the same matter or incident shall be fully settled with no other consideration or recourse available. All legal, court and other costs incurred by the PARTY issuing the OFFER IN SETTLEMENT incurred from the continuation of any dispute that that occurs after acceptance of the monetary consideration by the other PARTY shall be borne and paid entirely by the OTHER PARTY.
- 10.143. OFFSET (or OFFSETS) is a discretionary adjustment given by AEG to RENTER provided specified conditions are continually met and if not may be removed by AEG at its sole determination and discretion OFFSETS

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may include free items, grants, sponsorships, rental reductions and any other cost reduction from standard pricing and are for the primary purpose of providing an upfront, before occurrence offset to any ERRORS or claims that may occur on a contract. OFFSETS shall be deducted first when determining a cost basis in any claim or dispute before any other adjustment is available. The value of any OFFSET given may be applied to any RENTAL or SERVICE as an adjustment without limitation. Either PARTY may remove item(s) equal to the value of the ERROR OFFSET given without adjustment to the contract cost other than the OFFSET amount decreasing.

- 10.143.1. OFFSETS are at AEG's discretion, are voluntarily and are not a binding inclusion of the EO. AEG may increase or decrease OFFSETS by REVISION. All contract and payment terms must be continually met to receive OFFSETS. OFFSETS are void and the benefit of such cancelled with the resulting additional cost paid by RENTER if: (a) DEFAULT occurs, (b) any FALSE ACTION occurs, (c) any lateness in payment occurs or (d) RENTER makes a demand for additional services or change in times not supported by approved contract REVISION or for adjustment or addition contrary to the confirmed contract.
- 10.144. OPINION AS FACT is the making of statements, claims or demands not solely on a factual basis but based upon opinion, personal belief or feelings or the alternative interpretation of fact to suit one's purposes.
- 10.145. OOS means out of service, unavailable for service or out of stock, and includes all RSSL.
- 10.146. OSA means onsite safety assessment and equipment evaluation and is written documentation by a QEVAL present ONSITE at the time of an incident, issue or failure or if not present by review of affidavit and recordings of person(s) present, competent and knowledgeable in the matter at hand.
- 10.147. OSL means another's PROPERTY, SERVICE, LABOR, FEE or COST.
- 10.148. OT means overtime and includes all hours from 10PM to 8AM, on Sunday or on a national holiday.
- 10.149. OUTSIDE PROCESS is the use of any method to communicate any matter of dispute, default or dislike regarding any matter between the PARTIES outside of DRP, other than informal resolution by mutual consent. Examples of an OUTSIDE PROCESS are BBB complaint and all web-based review processes.
- 10.150. PAC means PROGRAM ADJUSTMENT CREDIT and can be issued by the CORPADMIN or as a result of DRP findings. A PAC expires 15-months after the event date of the EVENT for which it is given and must be used before that date or is lost and of no residual value. The order minimum for both type of event and delivery mileage must be met BEFORE a PAC can be applied. A PAC is not divisible and can only be used one event and any unapplied PAC balance then expires, is lost and has no residual value.
- 10.151. PAR shall mean the same as and be replaced by DRP.
- 10.152. PARTICIPANT is any person attending EVENT or using RSSL. RENTER is solely responsible for PARTICIPANTS and any losses, injuries, damages or liabilities to or by a PARTICIPANT. Use of any RSSL is solely at RENTER's or PARTICIPANT's risk, liability, expense or cost of remedy.
- 10.153. PARTY (PARTIES). The following persons and entities as named in the EO and no others are a PARTY to the EO: the RENTER, the SIGNOR, AEG and their SUCCESSORS (as defined). No agent, family member or related entity shall be a PARTY or have any rights or input in the EO.
- 10.154. PAVEMENT means all surfaces, floors or access ways related to EVENT and to all surfaces upon which RSSL is set or used or into which any anchors are driven to attaching RSSL to a surface.
- 10.155. PAVEMENT REPAIRS or PAVEMENT PATCHING means a simple, basic, nominal repair to PAVEMENT only to the point of returning the item to usability and not to as was or new condition, as determined solely by AEG. This is done with readily available materials useable by nominally untrained persons (i.e.: cold patch) to cover and seal pavement penetrations. More significant repairs beyond that AEG's may at its option agree to perform are at RENTER's sole responsibility and expense. AEG is not responsible for

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meeting any desired repair or requirement determined by or imposed by RENTER.

- 10.156. PERIOD OF USE shall be from the time an ASSET leaves its DWHSE until the time it is returned to its DWHSE.
- 10.157. POLICIES are binding attachments to the EO consisting of POLICY-CC, POLICY-DEFINITIONS, POLICY-DRP, POLICY-INSURANCE, POLICY-SOP, POLICY-WARRANTY and POLICY-CBR. The PARTIES affirm the POLICES are reviewed, attached and binding hereto and integral to the FOUR CORNERS of the EO agreement and agree all are available anytime as enlargeable pdf files at: <http://terms.amerevent.com>.
- 10.158. POLICY-PAR is also known as POLICY-DRP and both are the same policy.
- 10.159. POSTPONE/POSTPONEMENT is the intentional delay of contract performance due to EMERGENCY BASIS. Any PARTY may POSTPONE an event contract, if by RENTER by submission of signed FORM-CCP/FORM-CC from [POLICY-CC]/[POLICY-CCP] or if by AEG by NOTICE and contract REVISION. A POSTPONED EVENT shall incur all costs for the new date of event and shall be paid upon occurrence or notice. A POSTPONED event that does not occur is not refundable, however, may be postponed again only by CONSENT and payment of a 20% fee (20% of the event order total listed on the latest contract revision). If no CONSENT is given the cancellation fee applicable to the original event contract date applies and is 100% if that date has past. All terms of [POLICY-CC] shall apply to POSTPONEMENT. POSTPONEMENT does not change or extend payment dates from that of the original EO contract.
- 10.160. POWER shall mean RENTER's provision of all electrical power required for the EVENT by use of the local UTILITY company power grid. POWER shall be provided such that 1.5 times the standard run power requirements of all attached devices and equipment is available. All power must be continuously grounded. If 12-guage with ground, no extension cord over 100-ft long may be used or if 14-guage with ground, no extension cord over 50-ft long may be used. Longer runs, if required, must be by AEG approved 240-VAC power distribution cables and boxes. Non-AEG generators may not be used unless approved by CONSENT of the AEG CA and documented in the AAP section of the contract. If a generator power source is provided: (1) it must be grounded and meet all local codes, (2) a minimum 7.5 KW of available continuous output is required per ride if rides are to be powered or 2 times the standard run power of all items connected (regardless of use); (3) RENTER shall assure all take-off connectors, splitters and cordage is provided so that the generators full power can be utilized by the devices and equipment so powered.
- 10.161. PRODOCS means AEG's delivery, retrieval, staff statements and event DOCUMENTS.
- 10.162. PROJECT DURATION includes all time required for event site preparation, RSSL installation, the event itself, RSSL removal and leaving event site, plus reasonable amounts of additional time for weather and other delays of any kind. For event orders under \$2000 this shall include at a minimum two days before and two days after the EVENT DATE, with one day added when an event order reaches \$5000 and with one additional day for each \$5000 thereafter. In addition, for every three days so determined, one day shall be added for weather delays. PROJECT DURATION shall only be limited by CONSENT and payment of costs for any additional RSSL then required as determined by AEG.
- 10.163. PROPERTY is all AEG assets, whether tangible or intangible assets, owned, leased, rented or borrowed.
- 10.164. PSL means RSSL and is as defined herein under RSSL.
- 10.165. QEVAL means qualified evaluator and shall be either: (1) AEG's CORP ADMIN, onsite manager or lead onsite operator, (2) a licensed state inspector, (3) a certified master tent installer (when subject is of tents) or (4) a professional engineer. The determination of a QEVAL shall dominate over all others and no third party, verbal or hearsay determinations shall be valid. In the case of differing determinations of two or more QEVALS, the determination of AEG's CORP ADMIN shall dominate and prevail.
- 10.166. QUALIFIED WORKER means a laborer provided by RENTER by CONSENT who is continually present at the immediate work location and suitable, willing and able to perform the tasks needed for the entire periods

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of work, without regard to number of days or number of hours per day. To be suitable the worker must be able to lift 75-lbs overhead regularly, able to follow direction without risk to self or others, is insured for all risk of injury or liability, work 10 hour periods without regard to temperature or weather and perform tasks immediately without delay, question or attempt at directing the work effort. A QUALIFIED WORKER may not consume any intoxicating substance from 4-hours before beginning work until after the completion of all tasks. QUALIFIED WORKERS are in the service of RENTER exclusively and RENTER is solely responsible for their performance, availability and errors. An un-QUALIFIED worker may be released at any time and a QUALIFIED WORKER may be released at the AEG onsite lead's discretion whenever it is determined the worker's performance is not beneficial and in either case such does not release RENTER from financial responsibility for any labor so lost. Payments, OFFSETS, adjustments or any other compensation given to or for QUALIFIED WORKER labor that is not delivered or completed for any reason, including AEG release, shall be reimbursed or returned by RENTER to AEG at AEG's sole determination. The PARTIES agree that any form of compensation received by RENTER for QUALIFIED WORKER labor is an advance payment that must be reimbursed or returned when labor is not fully provided for any reason.

- 10.167. QUALITY shall mean a RENTAL item's standards, condition, age, in-service times or other appearance or performance considerations as given in [POLICY-SOP] with nothing else considered.
- 10.168. RECEIVER is the receiving report, also known as delivery confirmation. The RENTER agrees to sign RECEIVER immediately upon delivery and before any setup labor is expended. RENTER agrees to update RECEIVER with any ADDS, SPARES left at ESITE or ERRORS at or before completion of setup. AEG may update RECEIVER with ADDS and ERRORS as they occur or as they are found at retrieval. AEG shall inform RENTER immediately of ADDS and ERRORS if RENTER is present, else within 10-days after completion of event. RENTER agrees to pay all costs of ADDS, including SPARES used.
- 10.169. REDO means the re-performance of an EO, or portions thereof, at a later time or date and applies to any portion of an EO that is not completed within the terms and allowances of the EO due to EMERGENCY BASIS and UNANTICIPATED ACTS. In such instances, the RENTER is responsible for DELIVERY and any expended RSSL and AEG is responsible for all other RSSL. An eCredit event credit may be issued for an equivalent benefit upon CONSENT. No PARTY may demand any other form of compensation.
- 10.170. RELATIVE means any spouse or family member. A RELATIVE has no ability or authority to speak for the RENTER, SIGNOR or RENTER AGENT however a relative can be an AGENT of a PARTY.
- 10.171. RENTALS are any AEG PROPERTY hired by RENTER for the temporary use thereof with the understanding and agreement that all responsibilities and liabilities transfer (RLT) to RENTER upon delivery until return which is either upon arrival until pickup for WE-DELIVER or upon turnover at warehouse to RENTER for U-PICKUP until return to warehouse. It is understood the RENTAL PERIOD may be shorter than the RLT or LEASE time. At the end of LEASE TIME, RENTER must assure the immediately return RENTALS or pay 3X-DAYRATE for each additional day of use or part thereof. RENTALS, LABOR, SERVICES, DELIVERY and OTHER costs are separate and distinct from each other and ERRORS in one shall have no impact upon the other(s).
- 10.172. RENTAL COST TAXABLE BASIS is the asset rental portion of the rental cost. This is the actual cost to rent an item and may be subject to sales tax in some states.
- 10.173. RENTAL COST MAINTENANCE (MAINT) BASIS is the portion of the rental cost that covers the labor required to pull, renovate, prepare and load an item for delivery and then to reverse the process upon return.
- 10.174. RENTAL END is the time RENTALS have been contracted to end.
- 10.175. RENTAL PERIOD is time between RENTAL START and RENTAL END time. No RSSL shall be warranted or considered for ADJUSTMENT for issues or conditions occurring outside the RENTAL PERIOD and use of RSSL outside the RENTAL PERIOD is subject to additional rent.
- 10.176. RENTAL START TIME is the time contracted for installations to be complete and turned over to RENTER. It is also known as the EVENT START. The RENTER does not have right to use RENTALS before the RENTAL

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START or after the paid rental period (same as EVENT TIME) and any such demand shall be in default. However, RENTER is responsible for RENTALS or RSSL for the RLT as defined herein.

- 10.177. RENTER AGENT. The RENTER AGENT is any person or entity that is outside of AEG and assigned by RENTER to act on RENTER's behalf. If not so assigned or not present on event site and the RENTER is also not present, RENTER AGENT shall be any employee or contractor hired by the VENUE or any person who represents they reasonably believe they are acting on RENTER's behalf and in RENTER's interest. If no other is available on event site, the PARTIES agree AEG's delivery supervisor shall act as RENTER AGENT. It is expressly understood and agreed that RENTER or RENTER AGENT shall be onsite to accept delivery of RSSL and sign receiving reports and if by RENTER AGENT, his/her decision(s) and any resulting ADDS, liabilities, losses or costs shall be fully binding upon RENTER. However, the RENTER AGENT may not dispute the contract on behalf of RENTER and shall make no comment on the fairness, suitability, expectation or result of said contract or the PSL contracted by RENTER. AEG may remove a RENTER AGENT upon notice and without reason or cause as AEG deems appropriate and all authority given the position shall then immediately cease.
- 10.178. REPORTABLE INCIDENT is any emergency, accident, theft, inclement weather, damage, break-down, delay, late arrival, no-show or any other incident that may impact any PARTY's costs, responsibilities or liabilities with regards to the EO agreement.
- 10.179. RESTOCKING FEE is a fee that shall apply to all RSSL and all other EO costs and is equivalent to a cancellation charge for termination of a contract before it is performed. Until the restocking fee is received by AEG, a contract is not cancelled regardless of notice and all contract costs remain payable.
- 10.180. RETAKE RENTALS means the PARTIES agree AEG has the express right to repossess RENTALS at any time without the need for first going to court upon any RENTER default and RENTER waives any claim of trespass, conversion (theft), breach of contract or associated property damage that may occur or result from such repossession. AEG agrees to limit retaking of rentals to: (1) DEFAULT and (2) its reasonable belief RENTALS are at risk of loss or damage or at risk of harm to ESITE, PARTICIPANTS or other persons or properties.
- 10.181. RETURN means the return of PROPERTY to AEG after use by RENTER in an undisputable manner. To be undisputable, the RETURN must be witnessed by both the RENTER and AEG and the return receipt signed. RENTER must have an on-site representative present to assure all items are returned and all items must be together and at the location of original delivery (no items may be left separate from others). RENTER is solely responsible for the return of all items and any items not returned at time of pick-up shall be returned by RENTER to the DWHSE will any costs paid by RENTER. The leaving of PROPERTY in an unsecure or unattended area shall be disputable and at the RENTER's sole risk of loss. Without a signed return receipt RENTER shall be liable for all loss, good intent notwithstanding.
- 10.182. RETURN RECEIPT is an itemized and dated receipt signed by an AEG Supervisor, Manager or Director that is given to a RENTER upon RETURN of PROPERTY and is a required part of RENTER's DUE DILIGENCE.
- 10.183. REVISION is the re-writing or updating of the EO by request of either PARTY and delivery to the other by NOTICE with or without CONSENT. The EO and any changes uncontested by RENTER shall become binding and in full effect 48-hours after NOTICE except by CONSENT. CONSENT is not required, nor signature of any PARTY for REVISION. Either PARTY may reject the REVISION by NOTICE within the 48-hour period before the REVISION becomes binding. Further USE shall be absolute consent and acceptance as-is, where-is of a REVISION without adjustment except as shown in the revised EO or invoice and shall be without dispute, claim or contest possible. In case of revisions initiated by RENTER, RENTER shall complete and submit [FORM-CC] or [POLICY-CC] and shall pay any increased RSSL costs and be credited any decreased RSSL costs after cancellation fees are added and offsets removed. In case of revisions initiate by AEG, RENTER shall pay any increased RSSL costs and be credited any decreased RSSL costs after offsets are removed with no cancellation fees applicable.
- 10.184. RIDE is any inflatable or mechanical entertainment device.
- 10.185. RLT means responsibilities and liabilities transfer and means the RENTER is responsible for all loss, theft

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or damage to RENTALS or RSSL from any cause, including weather, immediately upon delivery to event site if by WE-DELIVER or upon transfer to RENTER if by U-PICKUP.

- 10.186. RSSL means AEG's RENTALS, SALES, SERVICES or LABOR. RENTALS is as defined herein under RENTALS and under PROPERTY, with all terms and conditions of both being applicable. SALES includes any asset sold by AEG to a purchaser. SERVICES is as defined herein under SERVICES and LABOR includes all delivery, work, services and labor provided or to be provided to RENTER by AEG or through AEG as RENTER's agent. RENTER expressly accepts all risk of harm, damage or loss from: (1) use, misuse or any failure of RSSL including delivery, breakdown, labor shortage or any other unavailability; (2) ERRORS; (3) HAZARDS including weather; and (4) any indirect effects of such. RENTER waives all claims and INDEMNIFIES AEG against any liability, loss or cost of such including incidental and consequential damages. SERVICE and LABOR once provided in good faith are fully earned and payable by RENTER regardless of any ERRORS or failures of RSSL, DELIVERY or EVENT. Only the RSSL modified, substituted or otherwise changed by contract revision shall be the RSSL subject to POLICY-WARRANTY or any claim and not the RSSL replaced. RSSL loaded for delivery shall be cancellable by submission of Form-CC or with 100% cancellation fee without regard to actual use. The failure, loss of use or dispute of any line item of RSSL shall have no impact upon any other line item and all other line items remain fully earned and payable. In no instance shall any RSSL delivered or used be adjustable due to dispute against another line item regardless of connection or reason. Equipment, rentals, property, services and labor provided by RENTER or by others for any reason shall be solely at the expense, cost and liability of RENTER.
- 10.187. SAE shall mean "services already expended" and include any service, labor, purchase, rental or any other cost already incurred by AEG in the performance of a confirmed contract at the time of any action such as postponement, cancellation, substitution or other.
- 10.188. SECURED DEBT HOLDERS are those individuals or entities that have loaned funds or leased equipment to AEG under contract. The PARTIES agree SECURED DEBT HOLDERS shall be paid and their debts satisfied before payments to unsecured creditors including the PARTIES herein.
- 10.189. SERVICES shall be defined as any action of helping or doing work for the benefit of completion of the EO. RENTER shall solely be responsible for any cost of all services without regard to who renders or for what purpose. Fees for SERVICES shall not be refundable or reducible once contracted. Performance of SERVICES delayed, blocked or hindered by any factor on ESITE shall become the sole responsibility of RENTER. Any additional services required for any reason, including resetting or redoing of RSSL shall be paid by RENTER.
- ONE EXAMPLE: RENTER has paid for table and chair setup, but upon delivery no SITEMAP has been provided for setup locating. Setup crew will offload equipment using THEIR best judgement. The event site staff later positions equipment and completes set up. RENTER cannot receive an adjustment for labor charges paid and is also responsible for the event site staff labor charges (if any).*
- 10.190. SERVWAR means service warranty as defined in [POLICY-WARRANTY].
- 10.191. SIGNOR is individual signing EO. If different from the RENTER named on the EO, SIGNOR is additionally responsible corporately and personally for all contract terms, requirements and costs.
- 10.192. SITEMAP. The SITEMAP is a detailed map of the ESITE that is prepared by RENTER and delivered to AEG at least 10-days prior to EDATE and shall show at a minimum: (1) the Event ID#, (2) the full Event site address, (3) the day of event contact name and contact phone number, (4) the dimensions of the event site space where setup will occur, (5) clear indication of all site preparation completed such that the requirements of [POLICY-SOP] have been met, (6) clear location of all utilities, roadways, pathways, devices and structures including buried, surface and overhead that may potentially impact, be needed or be damaged by event, RSSL installation, use or removal or in any way by PARTICIPANTS, (7) clear and complete showing of all local regulatory requirements such as required tie-downs, anchoring, fencing, guards, covers, signage, reports, documentation and any other specifications required for approval of use, and (8) exactly WHERE and WHEN items are to be delivered, unloaded, placed, connected to utilities and reloaded. All location names, numbers and identities must be clearly and accurately indicated. RENTER shall verify all RSSL will fit available space. RENTER shall also identify the best delivery routes to, from and on ESITE and any road conditions, low clearances, tolls or barriers that may impact travel from the AEG warehouse serving event

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to and on the ESITE. RENTER shall review and verify all [POLICY-SOP] requirements are met for each line item on their EO, this includes assuring proper training, site preparation, utilities and all other needs. AEG has no responsibility for SITEMAP or contents and without its timely submission by RENTER, installations shall be BEST EFFORTS only and without warranty, as-is and not adjustable. SITEMAP shall be delivered by email to sitemap@amerevent.com. RENTER shall assure they receive and keep the return receipt confirmation showing their SITEMAP has been received by AEG or shall resubmit until so confirmed. Should a SITEMAP not be provided, ETIME and all delivery time estimates shall change without notice, guarantee or recourse whatsoever for failed or late delivery or retrieval or for any other direct or indirect impact upon or damage to EVENT or ESITE. An accurate SITEMAP is extremely important.

- 10.192.1. AEG shall only be responsible for compliance with State licensing requirements and RENTER shall be responsible for compliance with all local licensing, inspection and permit requirements. Failure to provide such shall not be cause for adjustment or refund.
- 10.193. SITE CONTACT is RENTER, RENTER AGENT or a person designated by NOTICE to be physically present and available to the SITE MANAGER or SITE SUPERVISOR on ESITE from 1 hour before start of all setup until 1 hour after end of all setup to guide all installations and answer all questions the installation crew may have. SITE CONTACT shall have a copy of the SITEMAP for event and have full understanding of it.
- 10.194. SITE MANAGER is an AEG STAFF person whose purpose is to direct onsite STAFF and RENTER labor in the setup and use of RSSL. The PARTIES AGREE event equipment is highly similar and SITE MANAGER is not required to have used any piece equipment prior to ETIME, only to have used or understand the use of similar equipment so that EVENT can be setup, performed or operated. The SITE MANAGER shall be the sole provider of operating, safety, uptime and use information for the PARTIES as well as provide an interface between the RENTER and technical AEG STAFF in case of RSSL issues. The PARTIES AGREE, in case of dispute a SITE MANAGER's report shall dominate over all others including SITE SUPERVISOR. Any EO terms in conflict with this requirement shall be void.
- 10.195. SITE REVIEW is a pre-event evaluation of the EVENT SITE so RENTER can determine event needs, training and other important considerations for a successful event. In a SITE REVIEW a SITEMAP is created and a review of [POLICY-SOP] requirements is made. A SITE REVIEW shall be an overview only and shall not be deemed or attempted to be an all-encompassing review of needs or requirements. RENTER may contract AEG to prepare a SITE REVIEW however, RENTER remains solely responsible for assuring all RENTER RESPONSIBILITIES, ESITE and all other needs, requirements and hazards are understood, known and provided for.
- 10.196. SITE SUPERVISOR is the AEG STAFF person whose purpose is to monitor an event and be the sole provider of operating, uptime, performance and use information for the PARTIES to assure compliance with [POLICY-SOP] and server as an interface between the RENTER and technical AEG STAFF in case of RSSL issues. In case of dispute the SITE SUPERVISOR's report shall dominate over all others. The SITE SUPERVISOR is not responsible for RENTALS setup or operation. RENTER is responsible for SITE SUPERVISOR costs while on ESITE. A SITE SUPERVISOR specified in section AAP shall offset one AEG setup/takedown STAFF or SUPERVISOR. Any EO terms in conflict with this requirement, other than those for SITE MANAGER shall be void.
- 10.197. SIZING is the physical attributes of a RENTAL including height, weight, size, mass, utility needs and any other factor(s) necessary for use. RENTER is solely responsible for SIZING and continually assuring full clearances so that any RENTALS can be safely installed, used and removed. There shall be no refund for RENTALS, SERVICES or LABOR that cannot be safely installed, used and removed without risk of harm or damage.
- 10.198. SPARES are additional items delivered by AEG above that contracted in the line item listing of EO as AEG deems appropriate to help event success. RENTER shall pay all costs of SPARES used, to assure safekeeping during event, to assure return after event and to pay all damage or replacement costs incurred.
- 10.199. SPEC means specification.
- 10.200. STAFF is any direct or indirect hire of AEG referred to in EO or EMPLT.
- 10.201. STAKEHOLDER is any corporate officer or board member, CORPADMIN, LLC member or manager, equity or debt holder, assign, agent, attorney, family member, employee, contractor, service provider, volunteer,

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landowner, lessee, lessor, registered agent, renter to AEG of any equipment, labor, services and/or management. The PARTIES agree no STAKEHOLDER is a PARTY to the EO or can be assigned any responsibility to or from it unless specifically named as USER or SIGNOR or by the written consent of all PARTIES.

- 10.202. STANDARD GRADE. The STANDARD GRADE for all RENTALS is BC with defects unless otherwise specified. RENTER agrees to inspect RENTALS in DWHSE prior to rental else accept 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.
- 10.203. STANDARD PAYMENT TERMS Standard terms apply except as may be modified in contract Section AAP. Standard terms are 100% due upon contracting unless it is more than 30-days before EDATE and RENTER elects OPTIONAL TIME PAYMENTS (OTP). OTP terms are: 25% or \$200 (whichever larger) due immediately upon booking by eCHECK, check, or credit card (and received by AEG within 3-days); 50% more must be received by AEG 60+ days before EDATE; and the balance and damage deposit must be received 20+ days before event SETUP begins. Time payments must be automated (such as through online banking) and it is agreed no free reminders or free reminder invoices are sent. If a time payment date is missed, the remaining balance is then due. Payments are due based on the ORIGINAL CONTRACT, postponements do not extend payment due dates. Payment by credit card can be automated or done individually. A valid and active credit card number must be submitted to AEG using the authorization form found at <http://ccauth.amerevent.com>. A processor fee of 3% applies to all payments except the damage deposit which is a hold, not a charge (unless it is later used). PAYMENTS MADE LESS THAN 10-DAYS BEFORE DELIVERY MUST BE BY CREDIT CARD. Advance payments are fine. A late fee of \$30 per month plus 18% service fee applies to payments late more than 3 days. OFFSETS given in your contract are lost if payments are not made on time. Payment due dates on a weekend or holiday are due the business day BEFORE. ONLY ONE INVOICE IS SENT, additional copies incur a \$30 fee. Payment by UNAVAILABLE FUNDS incur a \$35 fee. Payments once applied to an account are refundable by ECREDIT only, not cash. RENTER shall provide CLOSING INVOICE CERTIFICATION.
- 10.204. STANDARD PRICING is as given in the definition for CONTRACT PRICING, above.
- 10.205. STANDARD RENTAL GRADE means rental items that show signs of previous use that will have defects and may require RENTER preparation tasks such as touch-up, cleaning or covering before use. These rental items are not new, not SELECT grade and are not GRADE A.
- 10.206. STANDARD TIME PAYMENT: RENTER may elect to pay 25% or \$200 (whichever larger) upon BOOKING, 50% more (total 75%) 60+ days before EDATE and full payment 20+ days before installation is to begin on the contract. There is no fee for STANDARD TIME PAYMENT, but no payment reminders so RENTER agrees to automate payments. Election and OFFSETS given are void if any payment is late.
- 10.207. SUCCESSOR. The PARTIES agree except as provided in 10.205.1 below the 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. As agreed in POLICY-INSURANCE, all PARTIES agree to have all-risks insurance to cover against any potential loss including due to the death, failure, termination or dissolution of any PARTY and no action shall be taken against any PARTY, successor, STAKEHOLDER or other person or entity for any loss or damage incurred and individuals or entities continuing to desire use of or to provide RENTALS and SERVICES shall do so only by a new EO contract.
- 10.207.1. Should a SUCCESSOR be legally named by written contract with publication of such as provided in 735 ILCS 5/2-206 and subsequently alleged to be voluntarily or involuntarily responsible for any debt, contract or other matter of the predecessor that is not satisfied by the requirements of POLICY-INSURANCE, the PARTIES agree that the law, jurisdiction and venue shall move to and be that State and County in which its registered office resides as listed on State Corporate records if a legal entity or residence if an individual. The AEG SERVICE CENTER shall also automatically move to that location.

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- 10.208. **SUBSTITUTE, SUBSTITUTION or SUBSTITUTED** shall mean the replacement of any not fully functional, OOS, unavailable or unusable RSSL with a **FUNCTIONALLY EQUIVALENT** item or items and the use of such item shall be acceptance as-is, where-is and of meeting all requirements. There shall be no free use of any RSSL due to any **ERROR** or malfunction. If a **SUBSTITUTED** item has a higher value than the original item, no additional charge shall be incurred by **RENTER**. If a **SUBSTITUTED** item has a 5% or lower value than the original item, an **ECREDIT** shall be issued to **RENTER** for the difference. Equivalency shall be determined by **AEG** based on skill, functionality, appearance and similar usability. Refusal of a **SUBSTITUTED** item is cancellation and subject to restocking fees and refusal of any item after setup crew has left **ESITE**, due to completion or to obtain replacements already requested is not allowed. **RENTER** shall assure no more than one trip shall be required by **AEG** to obtain replacements or **SUBSTITUTIONS**.
- 10.209. **SURRENDERED PROPERTY** means anything left with, in or on any **RENTAL**. Any such item shall be deemed abandoned and surrendered by **RENTER** to **AEG**. **AEG** may return **SURRENDERED PROPERTY** upon request upon payment by **RENTER** of any costs, including storage fees, incurred and **RENTER** agrees to indemnify and protect **AEG** against any liability or claims regarding such item(s).
- 10.210. **TABLE TOPPING** means the **RENTERS** preparation, cleaning and repair of the tops of tables prior to use and includes: (1) using repair table to cover defects, splinters, protrusions, edges and corners, (2) covering the table top with a "kwik cover" brand or similar table top cover and (3) placing a linen over and on top of this. **RENTER** shall order **SELECT GRADE** if a higher quality is needed. No claim shall be valid when these requirements are not met.
- 10.211. **TANGIBLE-INTANGIBLE ASSETS** shall include **AEG's** digital assets, documents, emails, **EO**, information, procedures, graphics, images, forms, methods, verbal or electronic communications, data and files.
- 10.212. **TERM** means the life of the **EO** agreement. 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** or until the death of dissolution of any **PARTY**, except as given in the **POLICY-INSURANCE "DEATH OR DISSOLUTION"** section or the **SUCCESSOR** definition herein. 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 within the life given herein be between only the **PARTIES** named and methods given herein and no other party including successors or **STAKEHOLDERS**.
- 10.213. **TIMELY** means within the time limits given in the **EO** and if none within the times set by **AEG**. All times other than event turn-over time may be changed by **AEG** as required without consideration or notice. As related to **RENTER**, **TIMELY** shall also mean within an amount of time that demonstrates **RENTER's** best efforts and without any intentional or avoidable delay.
- 10.214. **TIMING** is the times reflected in the **EO TIMING TABLE** and consists of the following parts:
- 10.214.1. **SITE MUST BE AVAILABLE BY** is the date and time the event site must be available for delivery and setup. This time may be used if other deliveries or weather may conflict or interfere, as determined by **AEG**.
- 10.214.2. **EXPECTED SET-UP START** is the date and time the delivery and setup is expected to start. This is only an estimate and delivery and setup can be anytime before the **RENTAL START**.
- 10.214.3. **RENTAL START** is the time the **RENTER** has paid to begin using **RENTALS**. Delivery and setup are to be completed by this time (if these services were contracted).
- 10.214.4. **RENTAL END** is the time the **RENTAL** use ends. Use after this time incurs additional rent.
- 10.214.5. **EARLY PICK-UP** is the earliest time pick-up of **RENTALS** on the **EVENT SITE** is expected to begin (if this service was contracted). This is again only an estimate and the service may begin anytime after **RENTAL END**.
- 10.214.6. **MAX ALLOWED BY CONTRACT** is the latest time pick-up of **RENTALS** on the **EVENT SITE** may begin. However the **MAX ALLOWED BY CONTRACT** is extended as needed by **AEG** if **UNANTICIPATED**

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ACTS or damage to RENTALS has occurred to minimize additional damage, as AEG deems necessary.

Timing is estimated, subject to a minimum one or two hour window before and after. Timing may change without notice or consequence due to UNANTICIPATED ACTS. Only hours of RENTALS use are warrantied and may be disputed. No other desired or expected times are warrantied, disputable or adjustable.

- 10.215. UASSIGN are RENTER's designated RENTER AGENT and UEC.
- 10.216. UEC means RENTER's EMERGENCY CONTACT.
- 10.217. UNANTICIPATED ACTS are any EMERGENCY BASIS occurrence(s), any occurrence(s) that may not have been reasonably anticipated by either party, any similar occurrence(s) or any new or undisclosed regulatory requirement that interferes with the installation or performance of any RSSL. It is understood and agreed that UNANTICIPATED ACTS will occur from time to time and the PARTIES shall cooperatively work together with mutual respect and BEST EFFORTS to assure all impacts of any unanticipated occurrence is minimized and mitigated. REDO shall be the resolution of any occurrence or any dispute rising from an occurrence for which a substitution was not possible. No PARTY shall seek any advantage or recourse over another due to UNANTICIPATED ACTS except as may be specifically provided in this agreement.
- 10.218. Any local regulatory requirement that is not satisfied and has not been disclosed by RENTER to AEG 15-days prior to DELIVERY shall be an UNANTICIPATED ACT. Any local regulatory entity disapproval of any device that has a currently valid State Inspection in effect shall be an UNANTICIPATED ACT.
- 10.219. UNAUTHCOM is communication in any form or media not authorized by CONSENT.
- 10.220. UNAVAILABLE FUNDS are any funds transferred or payments attempted or made that are not funded, honored or withdrawn for any reason and at any time. Each occurrence incurs a \$35 fee.
- 10.221. UNDERTAKE shall mean to use, cause the use, threaten to cause or INSPIRE.
- 10.222. UNEXPENDED LABOR is any labor for which no cost has been incurred by AEG. This is the labor charged less EXPENDED LABOR.
- 10.223. U-PICKUP means RENTER picks up and returns RENTALS from/to the AEG warehouse.
- 10.224. USE WAIVERS are limited cost and damage waivers provided by AEG to RENTER at an additional cost and must be shown in the line item costs of the EO. Without such USE WAIVERS the RENTER is solely responsible for any costs incurred due to weather, event cancellation, loss, damage and all other conditions while RENTALS are within their control or responsibility. USE WAIVERS are limited to the terms and conditions each specify and are not general waivers.
- 10.224.1. The CDW waiver shall be required and added if RENTER fails to follow POLICY-SOP or uses RSSL in any manner not mutually agreed upon by the PARTIES in advance. Except by CONSENT, this shall include, but is not limited to: (a) change in EVENT SITE, failure to order the correct RSSL to meet local code or requirements, (b) use of RSSL without a SITEMAP, (c) use of RSSL on a surface other than agreed upon in advance and use of RSSL outdoors that are intended for use indoors and (d) use of any other vendor's equipment within or on any AEG equipment (such as tents, flooring, staging or rides) without CONSENT. AEG may at its sole option waive this requirement else the PARTIES agree the CDW cost shall be added to RENTER's invoice or applied to RENTER's damage deposit or other funds in RENTER's account.
- 10.225. USER, RENTER, SIGNOR, I, WE, US or OUR is the entity or individual(s) signing or submitting EO and unless otherwise noted RENTER includes all individuals or entities designated as RENTER or SIGNOR and each are responsible corporately and personally for all contract terms, requirements and costs.
- 10.226. USER AGENT shall mean RENTER AGENT (as defined).
- 10.227. AS USER'S AGENT or AS RENTER'S AGENT shall mean AEG's acting on RENTER's behalf as defined in

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RENTER, AGENT, VENDOR, VENDOR DIRECT and VENDOR DIRECT PAYMENT.

- 10.228. RENTER LABOR is any labor, services, efforts or work provided by RENTER, RENTER AGENT or PARTICIPANT(S). RENTER LABOR shall be provided, in minimum, at the levels shown in Contract Table L "Event Labor Table" in the column titled "RENTER LABOR" and in the number of persons shown on the "Operator" and "Setup/Takedown" lines as well as in the minimum number of hours shown on the "Est Total Hours" for Operators and "Total Hrs. Allowed" lines for Setup/Takedown labor. RENTER LABOR shall be provided for all tasks required and may not be selectively applied to only certain tasks - it must fully replace the need for an AEG laborer or shall be deemed non-qualified. RENTER LABOR staff must be clearly identified to the AEG onsite supervisor by RENTER and must be a QUALIFIED WORKER, continually present at the immediate work location and suitable, willing and able to perform the tasks needed for the entire periods of work and actually performing the tasks needed, without regard to number of days or number of hours per day. RENTER LABOR may not direct the work or any AEG worker in any way. RENTER shall submit to AEG within 10 days of EET a time sheet for each person provided as RENTER LABOR showing the times worked and signed by the AEG onsite supervisor. RENTER agrees that in case of any dispute over RENTER LABOR provided, the time sheets shall be used and that non-existent time sheets or incomplete or time sheets unsigned by the AEG onsite supervisor shall be considered as zero hours worked. RENTER is responsible for the cost of emergency call-out labor if RENTER LABOR or ASSIST labor is not provided for any reason, including "unavailable", "unsuitable", "unqualified", "not wanted", "not asked for", "forgotten" or other. This additional labor cost shall be incurred regardless of if existing workers are utilized for additional time or if an emergency call-out occurs. A minimum of 4-hours per person missing shall be billed and determined by subtracting the hours of QUALIFIED WORKER labor work performed from the hours to be provided as given in EO TABLE-L times the standard labor rate for the task performed as given in [POLICY-SOP] times 1.5 or times 2.0 if the result of emergency call-out between 10PM and 7AM or on a Sunday or Holiday. RENTER LABOR provided for any reason is at solely the expense, cost and liability of RENTER.
- 10.229. RENTER MANAGED EVENT is an EVENT under the direction, control, operation and management of RENTER and for which RENTER provides any labor. Labor must be suited for the tasks to be performed, including training and certification as needed to meet AE, regulatory and [POLICY-SOP] requirements. Labor must also be continually available and working, and may not be "available if needed", "elsewhere onsite" or performing any other tasks at the same time. RENTER must provide, at a minimum, the RENTER LABOR specified in the EVENT LABOR table of the EO or the ASSIST LABOR required, whichever is larger. AEG will provide in warehouse inspection and training for RENTER upon request (RENTER may incur additional cost).
- 10.229.1. Any event that RENTER provides more than 50% of the labor required in TABLE-L (the EVENT LABOR TABLE) on the EO contract shall be a RENTER MANAGED EVENT and RENTER shall be responsible for assuring the setup begins the number of hours before the RENTAL START TIME that is listed as "EST ONSITE HRS (SETUP)" in Table-L of the EO plus 50% additional time. RENTER shall assure venue is available at least ½ hour before this.
- 10.230. SHEDDING means the removal of accumulated water, ice and/or snow from a tent using the methods given at <https://www.amerevent.com/tentuse>. The RENTER is responsible for SHEDDING at all times a tent is on ESITE regardless of delays.
- 10.231. UTILITY or UTILITIES means water, power, natural gas, fuel, oil, pressurized air or gas, lighting, trash collection, internet, telephone service and any other service commonly used by or defined as utility equipment that is required for the proper and safe delivery, construction, operation and removal of any RSSL or that is located on ESITE.
- 10.232. VENDOR is an equipment, rentals or services ("ERS") provider hired on behalf of RENTER by AEG. AEG acts only as RENTER's AGENT in such transactions, collecting funds from RENTER, escrowing and disbursing them to VENDOR on behalf of RENTER in exchange for ERS to be provided by VENDOR to RENTER. RENTER agrees AEG is: (1) not selling or providing such ERS to RENTER; (2) is not to be considered a PARTY to the transaction and; (3) is not responsible for any actions, inactions, damages or liabilities of VENDOR. Any such transaction shall be equal to RENTER contracting directly with VENDOR however AEG may collect a fee or commission for VENDOR DIRECT services provided.

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- 10.233. **VENDOR DIRECT** shall mean AEG acting as RENTER's AGENT in ERS transactions on RENTER's behalf. RENTER authorizes such transactions including contracting, collecting funds, escrowing and disbursing them to VENDOR on behalf of RENTER. RENTER agrees AEG is: (1) not selling or providing such ERS to RENTER; (2) is not a PARTY to the transaction and; (3) is not responsible for any actions, inactions, damages or liabilities of VENDOR. Any such transaction shall be equal to RENTER contracting directly with VENDOR however AEG may collect a fee or commission for VENDOR DIRECT services provided.
- 10.234. **VENDOR DIRECT PAYMENT** is any payment collected from RENTER that is distributed to a VENDOR for ERS. AEG acts only as RENTER's AGENT in such transactions, collecting funds from RENTER, escrowing and disbursing them to VENDOR on behalf of RENTER in exchange for ERS to be provided by VENDOR to RENTER. RENTER agrees AEG is: (1) not selling or providing such ERS to RENTER; (2) is not to be considered a PARTY to the transaction and; (3) is not responsible for any actions, inactions, damages or liabilities of VENDOR. Any VENDOR DIRECT PAYMENT shall be equal to RENTER paying VENDOR directly however AEG may collect a fee or commission for VENDOR DIRECT PAYMENT services provided.
- 10.235. **VENUE** is the same as **ESITE**.
- 10.236. **WAIVER** shall be as given or otherwise defined in [POLICY-INSURANCE].
- 10.237. **WAREHOUSE REVIEW** is a personal visit by RENTER to the DELIVERING WAREHOUSE (DHWSE) at least 4 and not more than 10 days before DELIVERY to inspecting all RENTALS to make sure they meet RENTER's needs. RENTER may make a change order to available inventory items of equal or greater value at this time and pay any difference in cost. RENTER agrees upon completion of this WAREHOUSE REVIEW or if RENTER fails to perform WAREHOUSE REVIEW, RENTER accepts RENTALS as delivered and as meeting all RENTER requirements without dispute.
- 10.238. **WARRANTY** means [POLICY-WARRANTY] and the terms and conditions therein. [POLICY-WARRANTY] is continually available online at <http://info.amerevent.com>.
- 10.239. **WEATHER** are ACTS OF GOD that AEG has minimal or no control over, such as wind, wild fire, rain, lightning, sunlight, temperature below 32°F or above 100°F, greenhouse effect, ice, hail, flood, earthquake and similar. RENTER has sole responsibility for WEATHER and any direct or indirect damages, costs, repairs and liabilities it may cause to anyone or anything with none whatsoever assignable to AEG and no claim of non-suitability shall be valid or considered. Events with any weather related impacts are on a BEST EFFORTS basis only and at RENTER's sole risk and responsibility.
- 10.240. **WE-DELIVER** means delivery to and retrieval from the event site is arranged for RENTER by AEG.
- 10.241. **WHSE** means AEG's warehouse(s).
- 10.242. **WIST** means warrantied in-service time.
- 10.243. **W/O** means without.
- 10.244. **1X-DAYRATE** means one times the undiscounted single day rental cost and is paid as additional rent. RENTAL items not returned by EO's "Max Return Date" are charged 1X-DAYRATE for each additional day or part thereof.
- 10.245. **3X-DAYRATE** means three times the undiscounted single day rental cost and is paid as additional rent. RENTAL items: (a) kept after the RENTAL END, (b) for which continuous ACCESS is not provided, (c) determined by AEG to be intentional EXCESS USE, (d) for which full payment is not made prior to USE, or (e) for which payment is made by UNAVAILABLE FUNDS shall be charged 3X-DAYRATE without discounts, offsets or adjustments available and paid as additional rent.
- 10.246. **12X-DAYRATE** means twelve times the undiscounted single day rental cost and is paid as additional rent in lieu of AEG's lost income from rentals and AEG's repair and replacement costs for a RENTAL item. 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 A 12X-DAYRATE limit.