

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 shall AAP 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 wide enough so that no special handling of RSSL is required including the taking apart or unwrapping 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 USER 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 USER 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 USER regardless of cause, including time extension, damage or repair by any person, entity or PARTY.
- 10.4. 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, rain, lightning, wind, earthquake, tidal wave, volcanic eruption, tornado, flood, extreme temperature, soil softening, liquefaction, subsidence, disease and/or any extra-terrestrial event. USER is solely responsible for all damages, losses, liabilities, costs and fees due to ACTS OF GOD and shall maintain the contract required insurances and/or waivers to minimize their costs.
- 10.5. ADDS 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 USER and any liabilities incurred by AEG as a result of USER's use or misuse of RSSL or any

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other reason. ADDS include any last minute changes by USER due to changing event needs, changing ESITE requirements, misunderstanding or error. Changes initiated by AEG, such as substitutions, quality upgrade made not by USER request, or delivery timing change are not adds and are not chargeable. SPARES become ADDS if used, damaged or not returned. The USER agrees there are no free ADDS and shall assure ADDS are correctly included on the RECEIVER. AEG shall invoice ADDS within 10-days of occurrence.

- 10.6. ADDINS means Additional Insured.
- 10.7. ADJUSTMENT(S) shall be the credits or ECREDITS given in accordance with [POLICY-WARRANTY] and/or [POLICY-DRP].
- 10.8. AEG means the American Event Group, Inc., an Illinois Corporation and no other entity, contractor or subcontractor of similar purpose or name.
- 10.9. 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 EVENT START TIME is maintained. USER 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.
- 10.10. AEG SERVICE CENTER shall be the AEG National Sales Offices headquartered at 2011 Dubloon Ct., Ste 200, Edwardsville, IL 62025.
- 10.11. 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.
- 10.12. AGENT is any person or entity working for or acting on behalf of a PARTY with implicit or implied consent of that party. An AGENT shall act on behalf of the PARTY and has full authority to make changes to EO, including adds, making changes, incurring costs and making cancellations. The 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 PARTY provided their actions are in good faith and/or on a BEST EFFORTS basis.
- 10.13. ALL RISKS insurance shall automatically 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, USER 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, USER 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, USER's participation in it and any loss or damage whatsoever to PSL. This shall include but not be limited to: (a) full replacement cost including new purchase price, shipping, stocking labor and sales taxes of or on any item lost, stolen or damaged beyond repair to the same equipment grade as rented with no consideration of depreciation as determined by AEG; (b) any loss of any expected income from the loss of any such item as determine by AEG through the date of insurance payment and (c) payment for any loss of OFFSETS, credits or adjustments given should USER be issued a notice of default as given in the agreement.
- 10.14. ANCHORING means the securing of any RENTAL as required by the MANUFACTURER and/or [POLICY-SOP]. While AEG may install ANCHORING devices for USER, the USER 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 USER's provision of suitable locations. USER indemnifies AEG from all costs, damage and loss due to anchoring or its failure.
- 10.15. ASSETS are all items of use or value owned, rented, leased or borrowed by AEG for its business activities. As related to the USER, an asset is any RSSL item obtained from AEG.

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- 10.16. ASSIST means USER agrees to provide 2+ persons to assist with unloading, setup, take-down and reloading of each item marked with ASSIST and 1+ person to assist with operation and participant management for the item while in use. ASSIST is in addition to and separate from any USER LABOR to be provided. ASSIST labor must be clearly identified to the AEG onsite supervisor by USER and must be continually present at the immediate work location and suitable, willing and able to perform the tasks needed. USER is responsible for the cost of OT labor if ASSIST labor is not provided for any reason, including "unavailable", "not wanted", "not asked for" or other. The USER is responsible for the cost of OT labor if ASSIST labor is not provided for any reason, including "unavailable", "not wanted", "not asked for" or other.
- 10.17. 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>.
- 10.18. BANKCARD is any credit or debit device used for payment.
- 10.19. BARRIERS are barricades, overhead obstructions, low overhead clearances, unpaved roads, potholes, excavations, steps, stairs and other barriers, impacts or delays to ACCESS and RSSL installation, use or removal.
- 10.20. 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. No time shall be warranted or guaranteed, including any scheduling, delivery and/or EVENT START TIME and any RSSL used shall be accepted as-is, where-is. BEST EFFORTS RSSL and all consequential or subsequent issues directly or indirectly related to it are without recourse or warranty. BEST EFFORTS conditions are expected by all PARTIES to have ERRORS, shortages, delays and failures. The following shall be BEST EFFORTS ONLY:
- 10.20.1.1. Any agreement confirmed within 15-days of event date;
  - 10.20.1.2. Any request, change or demand by USER made within 15-days of event date including without exception any change during delivery or installation;
  - 10.20.1.3. Any event that the DUE DILIGENCE requirements herein have not been met;
  - 10.20.1.4. Installation of flooring and carpeting;
  - 10.20.1.5. All custom RSSL, special order items and services and sub-contracted items and services; and
  - 10.20.1.6. All substitutions or changes after notice of EMERGENCY BASIS or OOS.
- 10.21. CA means CORP ADMIN who is the AEG designated representative as a PARTY to the contract.
- 10.22. 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 USER 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.
- 10.23. CBR means CREDIT BALANCE REFUND. USER 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 USER to verify the account information and current, correct address. Only the USER 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.
- 10.24. CGLI means commercial general liability insurance.

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- 10.25. CHANGE is the modification of an EO not otherwise defined at CANCELLATION or POSTPONEMENT. An EO may be changed by USER 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.
- 10.26. 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 USER and/or USER AGENT(s) except by CONSENT. One dollar of OFFSET given in agreement to USER shall be in consideration of this.
- 10.27. 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.
- 10.28. CLOSING CHARGES or CLOSING COSTS are any amount due on a USER'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.
- 10.29. CLOSING INVOICE CERTIFICATION is USER'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, USER 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. USER 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. USER 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.
- 10.30. 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.
- 10.31. 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.
- 10.32. CONFIRMATION shall be the act of AEG accepting an EO after it is signed by SIGNOR. The EO is binding upon USER 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 USER or SIGNOR before or after SIGNOR's signing of EO, shall be confirmation and subject only to the five business day assessment period above. USER or SIGNOR may not influence AEG's confirmation or make any demand or request except by CONSENT. USER 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. USER and SIGNOR shall maintain DOCUMENTS and incur costs for copies of DOCUMENTS as defined herein.
- 10.33. CONSENT means the mutual written agreement of CORPADMIN (CA) and SIGNOR with no others having any authority.

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- 10.34. 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 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.
- 10.35. CORPADMIN or CA is the corporate administrator specified by AEG's by-laws.
- 10.36. 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 and/or failure.
- 10.37. COPYRIGHT means all AEG intellectual property, communications and published works are protected by law with AEG having exclusive publication, distribution and usage rights.
- 10.38. COPYRIGHT REGISTERED means any work registered with the U.S. Copyright Office.
- 10.39. DAMAGE and DAMAGES shall mean any injury, harm, loss or decrease in value of any AEG RENTALS and/or RSSL. AEG shall have no responsibility or liability for USER property, services or labor. The USER shall cover all costs 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 USER's account shall be paid by USER if DAMAGES not reimbursed within 10-days of initial notice or invoice.
- 10.40. DAYRATE is the undiscounted, standard daily rental or lease rate.
- 10.41. DBAEG means as determined by AEG.
- 10.42. 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. The PARTIES agree DECAT is not warranted and no dispute may be made based upon it.
- 10.43. 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 USER's DEFAULT:
- 10.43.1. All costs and fees given in the EO shall become fully payable without regard to RSSL delivery.
- 10.43.2. AEG shall have no requirement to deliver or perform unless defaults are fully cured and all rescheduling and expediting fees are paid in advance.
- 10.43.3. Discounts, OFFSETS, adjustments and free items shall be void and fully payable.
- 10.43.4. 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.
- 10.43.5. The USER shall pay all damages, court, attorney, and legal costs of both PARTIES as incurred.
- 10.43.6. USER shall pay a service fee of \$100 per day per instance of default.
- 10.43.7. AEG may take any action to remedy DEFAULT. and
- 10.43.8. USER shall communicate exclusively in writing to: [legal@amerevent.com](mailto:legal@amerevent.com), unless directed to communicate in writing by CORPADMIN to: [admin@amerevent.com](mailto:admin@amerevent.com).

In case of AEG's DEFAULT:

- 10.43.9. AEG shall pay all damages, court, legal costs of both PARTIES as incurred.
- 10.43.10. 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

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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.

- 10.43.11. If either PARTY provides an sort 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, 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. It is specifically agreed this shall apply to the contract FALSE ACTION, NDA and NON-DISPARAGEMENT requirements.
- 10.44. DEFICIENCY is any REPORTABLE INCIDENT, ERROR, problem, claim, damage, failure, missing or lost PSL or other item of concern for which a claim and/or DEFNOTICE is to be filed with AEG.
- 10.45. 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.
- 10.46. 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 EVENT START TIME. SETUP and TAKEDOWN are not part of DELIVERY. All meanings and requirements of [POLICY-SOP] also apply. AEG may act as USER's AGENT for DELIVERY. 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).
- 10.46.1. 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.
- 10.47. 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.
- 10.48. 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 and/or ECREDIT, with no cash refunds. The USER agrees and accepts that last minute and/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.
- 10.49. 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. No interest shall be paid to USER on any DEPOSIT. Funds shall be held in USER's account for subsequent events until USER 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.
- 10.50. DISPUTE is ANY disagreement between the PARTIES for which a corrective action is not mutually agreed.

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The communication of any DISPUTE shall be in writing and not verbally or by other form.

- 10.51. DISPARAGE means any public negative statement or NCOM, whether written, oral or INSPIREd, by one PARTY against any other PARTY.
- 10.52. 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.
- 10.53. 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.
- 10.54. 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.
- 10.55. 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 USER has paid in advance for ONSITE services, USER 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 USER's responsibility when DROP-OFF ONLY is designated.
- 10.56. 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 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 and/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.

- 10.57. DUE DILIGENCE shall mean the USER's investigation of RSSL prior to signing the EO contract and prior to EO delivery and shall include at a minimum: (1) USER'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) USER'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) USER's request for and receiving of appropriate training for any task USER is responsible for (including all tasks prior to, during or subsequent to event) and USER must document such training; (4) USER's direct verbal communication with the delivering warehouse (and not a sales office) 10-15 days before EDATE to confirm all RSSL needs, times and ESITE location; (5) emailing a SITEMAP to DWHSE 10+ days before EDATE and (6) USER's "CLOSING INVOICE CERTIFICATION" 10 days after event end time and no later than 30 days thereafter.

DUE DILIGENCE shall also mean the USER'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 USER is solely responsible for DUE DILIGENCE. The EVENT belongs to USER and no one

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else. AEG has no responsibility for: (1) knowing what USER wants or assuring they receive it, (2) assuring suitability for any event site, attendance or weather, or (3) reminding USER of DUE DILIGENCE needs or arranging such for USER. USER 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 USER solely responsible for all losses, damages, lack of performance and all additional costs directly or indirectly incurred.

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

- 10.58. DWHSE shall mean delivering warehouse or the warehouse from which USER receives rentals as shown on the Event Order. This shall be subject to change as AEG determines appropriate.
- 10.59. EARLY ACCESS means AEG's optionally allowing USER into the event installation area prior to the contracted ETIME (equipment turnover time) for the purpose of USER'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.
- 10.60. ECREDIT is a non-cash event credit for future rentals only and expire after 14 months if not used. The PARTIES agree adjustments shall be by ECREDIT only, except as provided by [POLICY-CC] or [POLICY-DRP].
- 10.58. 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 and/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, USER 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, USER shall be solely responsible for all costs incurred and in any other 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).
- 10.59. EMPLT means employee lease terms.
- 10.60. An ENTERTAINER is an independent contractor hired at USER's request at and at USER's responsibility to provide entertainment at USER's event. AEG acts only as USER's agent for the locating and hiring of ENTERTAINER services and USER 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.
- 10.61. EQUIPMENT CARE means USER's affirmative duty inspect, maintain and protect and pay for repairs of all RENTALS and return it to AEG in good "rental-ready" condition. The USER shall MAINTAIN all RENTALS but shall not to repair, modify or attach anything to them without CONSENT.
- 10.62. EO is the event order and ATTACHMENTS.
- 10.63. 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.
- 10.64. ERRORS means ERRORS & OMISSIONS and includes: (1) any AEG failure to deliver or perform, (2) the failure of RSSL not caused by USER's action or inaction while under USER's possession, control and appropriate



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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 USER 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, USER shall return the failed equipment to the nearest AEG warehouse if item is not immediately repairable, USER receive an equal or equivalent replacement. USER 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, USER shall return equipment to DWHSE for replacement and shall not claim or receive free delivery or onsite labor if USER received it from AEG.

- 10.65. ERRORS OFFSETS (or OFFSETS) are adjustments to the cost of RSSL, including free items, grants and sponsorships and are for the primary purpose of offsetting any ERRORS or claims that may occur and shall be deducted first when determining a cost basis in any claim or dispute before any refund or credit other than ECREDIT is available. While ERROR OFFSETS may be given to or for any reason or item, the value of ERROR OFFSETS may be applied to any item or items of RSSL. Either PARTY may remove any item(s) equal to the value of the ERROR OFFSET given without adjustment to the contract cost with only the ERROR OFFSET amount decreasing. ERROR OFFSETS are voluntarily given by AEG and 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 USER if: (a) DEFAULT occurs, (b) any FALSE ACTION occurs, (c) any lateness in payment occurs or (d) USER makes a demand for adjustment contrary to the contract terms.
- 10.66. ERS means equipment, rentals and/or services provided by a VENDOR, as defined herein.
- 10.67. ESITE means event site, venue or location where the RSSL is delivered or placed and/or where the event occurs. USER shall not remove, relocate or reuse RSSL from ESITE without CONSENT and payment of all costs including additional rent. USER 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 USER 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 USER's sole risk and responsibility and no claim of unsuitability or ADJUSTMENT shall be considered. USER is solely responsible for its ESITE, their PARTICIPANTS and for RSSL or RENTALS on ESITE and for any costs, damages and/or liabilities caused or are incurred and for any reason, including weather. USER is solely responsible for a contract for use of ESITE that provides for all conditions and requirements of this agreement and for USER'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, USER, 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). USER 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.
- 10.68. EVENT is the activity this EO serves.
- 10.69. EVENT DATE ("EDATE") is the calendar date upon which the EVENT START TIME is set. The EVENT TIME may be shorter or longer than the EVENT DATE.
- 10.70. EVENT PRODUCTION TIME ("EPTIME") is the time from delivery through retrieval of PROPERTY on ESITE.
- 10.71. EVENT START TIME ("ESTART") is the time contracted for installations to be complete and turned over to USER. It is also known as the RENTAL START TIME or RSTART. The USER does not have access to RENTALS before the EVENT START TIME, even if installed early - all use must be within the paid rental period (aka: EVENT TIME or ETIME).
- 10.72. EVENT TIME ("ETIME") is time between EO EVENT start time ("ESTART") and EVENT end time ("EEND").

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ETIME is equivalent to the RENTAL PERIOD. No RSSL shall be warranted or considered for ADJUSTMENT for issues or conditions occurring outside the ETIME.

- 10.73. EVENT is the activity an EO serves and/or provides RSSL to.
- 10.74. EXCESS USE (or EXCESS USAGE) is the taking and using of RENTALS either: (1) outside the contracted period of use or (2) the allowed hours of use per day as given in [POLICY-SOP] and includes all periods of setup and takedown by USER outside the paid rental period. An additional fee of 3X-DAYRATE shall apply to all EXCESS USE except by CONSENT.
- 10.75. 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.
- 10.76. 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.
- 10.77. 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.
- 10.78. FALSE ACTION is USER'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 and/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 and/or its determinations or findings; (.18) the communication or provision of false, misleading or misrepresentative information; (.19) frivolous actions, including communications, with the intent to waste time of, misstate contract requirements, insult or demean a PARTY, (.20) attempts, threats or acts to block or hinder any action allowed of AEG in this EO, or (.21) USER's and any AGENT's acting on USER'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.

FALSE ACTION shall be deemed theft of services and a criminal act. FALSE ACTION is a DEFAULT subject to the \$100 default fee per occurrence per pay and is not subject to DRP mediation and AEG may take any course to correct including criminal and civil action and USER shall be responsible for all AEG costs of such action(s) include all Court, attorney, administrative, DEFAULT fees as provided herein and any other costs.

- 10.79. FALSE DISPARAGEMENT is the act of one PARTY publically disparaging another in any manner that is not completely accurate, honest and/or factual regardless of intent or belief. FALSE DISPARAGEMENT shall

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also include 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 all costs, damages, legal, court and attorney fees of both PARTIES resulting.

- 10.80. FEEDBACK EXTORTION is the act or threat of disparagement and/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].
- 10.81. FINDINGS means the determinations, conclusions and adjustments published at the end of each phase of DRP in accordance with [POLICY-DRP].
- 10.82. 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].
- 10.83. 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.
- 10.84. FOUR CORNERS. The FOUR CORNERS of the agreement between AEG and the USER 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.
- 10.85. 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.
- 10.86. 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.
- 10.87. 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 USER agrees to maintain and publish an evacuation plan for its PARTICIPANTS.
- 10.88. HOSTILE CLAIM STATUS shall exist if a PARTY makes claims and/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.
- 10.89. HWE means HOSTILE WORK ENVIRONMENT and USER 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 USER 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,

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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 USER and AEG. and (.8) any demand that may lead to any unlawful act and/or any act contrary to any employment or service agreement. If any AEG worker deems a HWE continues after notice to USER, they may remove themselves from the HWE without recourse or refund and USER 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. USER affirms that as a condition of the agreement regardless of reason or justification, no HWE shall occur by USER or anyone representing or associated with USER.

- 10.90. ICS means independent contractor services for which AEG acts only as USER'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.
- 10.91. 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 and/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 USER to assure their IMAGINEERING is reasonable, practical and obtainable based on actual inventory and services available. The USER 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: USER 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: USER, 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: USER 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.
- 10.92. INDEMNIFIES AEG shall mean "Indemnity, Defend and Hold Harmless" and obligates USER to pay for all costs associated not only with damage to RENTALS, but also with lawsuits that may be filed by USER, third parties or others for any reason and further requires USER hire an attorney for AEG to litigate such lawsuits.
- 10.93. 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.
- 10.94. INSURANCE shall at the minimums and terms defined in POLICY-INSURANCE. USER is responsible for exclusions and deductibles. USER is exclusively responsible for all claims related in any way to RSSL use with AEG indemnified against all claims. USER is solely responsible for liabilities, costs and damages incurred as a result of their event or RENTALS.
- 10.95. INDST is Industry Standard.
- 10.96. IN-SERVICE TIME or IST is in-service time and is anytime RSSL is used or available for use.
- 10.97. 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 USER for that portion of labor not available.
- 10.98. LABOR COSTS and LABOR TOTAL mean the total for all services and labor to be provided by AEG 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 USER must be paid for their services directly or indirectly by USER. RENTALS, LABOR, SERVICES, DELIVERY and OTHER costs are separate and distinct from each other and ERRORS in

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one shall have no impact upon the other(s).

- 10.99. 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.
- 10.100. LEASE TIME is all time any RSSL is in USER's control or on ESITE including from delivery to retrieval.
- 10.101. LOSS and LOSSES mean: (a) the theft, abandonment, inadvertent misplacement and/or any failure by USER to return AEG property 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 shall dominate in determinations.
- 10.102. 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. USER'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.
- 10.103. MAINTAIN means the USER 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.
- 10.104. MEETING shall mean any in-person discussion by AEG and USER that has not been paid for in advance by USER 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.
- 10.105. 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.
- 10.106. MEDIA LICENSE: USER 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 and/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 USER and AGENTS of USER retaining none. Further USER expressly agrees that USER and any AGENT of USER 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.
- 10.107. MINIMUMS are the minimum values assigned by AEG to a contract that must be met by USER 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.
- 10.108. MRSCP means AEG's mechanical rides (liability) self-coverage plan as given in [POLICY-INSURANCE].
- 10.109. NDA means NON-DISCLOSURE AGREEMENT as given in the TERMS AND CONDITIONS.
- 10.110. 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.

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- 10.111. NCOM is any negative, public communication regarding AEG, STAFF, EO or EVENT by any method, process or media by USER or anyone acting on USER's behalf without CONSENT.
- 10.112. NCOM COMPENSATION shall be that as provided in case of DEFAULT and include 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.
- 10.113. 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.
- 10.114. NOTICE means any communication between the PARTIES required by the EO or deemed necessary for the execution, clarification and 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:

- 10.114.1. concerning event emergencies, shortages, breakdowns, weather and service issues shall be emailed to [defnotice@amerevent.com](mailto:defnotice@amerevent.com) or to AEG's primary fax: (888) 849-2882 (PFAX).
- 10.114.2. 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
- 10.114.3. concerning contracts (submissions, confirmations, terms, questions, definitions, modifications, financial requirements or forms and all other) shall be emailed to [contracts@amerevent.com](mailto:contracts@amerevent.com) or faxed to PFAX with the words "CONTRACT NOTICE" in the subject line. Or
- 10.114.4. concerning invoiced items shall be emailed to [accounting@amerevent.com](mailto:accounting@amerevent.com) with the words "INVOICE QUESTION" in the subject line. Or
- 10.114.5. concerning dispute or any other purpose shall be emailed to [admin@amerevent.com](mailto:admin@amerevent.com).

NOTICE to any other PARTY shall be:

- 10.114.6. NOTICE to any other PARTY shall be to the USER EMAIL and/or USER 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. Failure to meet these requirements shall be in DEFAULT.

No PARTY, USER 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.

- 10.115. 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.
- 10.116. 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

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monetary consideration by the other PARTY shall be borne and paid entirely by the OTHER PARTY.

- 10.117. OFFSETS means ERRORS OFFSETS and is as defined above.
- 10.118. OOS means out of service, unavailable for service and/or out of stock, and includes all RSSL.
- 10.119. 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.
- 10.120. OSL means another's PROPERTY, SERVICE, LABOR, FEE or COST.
- 10.121. OT means overtime and includes all hours from 10PM to 8AM, on Sunday or on a national holiday.
- 10.122. 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.
- 10.123. PAR shall mean the same as and be replaced by DRP.
- 10.124. PARTICIPANT is any person attending EVENT or using RSSL. USER is solely responsible for PARTICIPANTS and any losses, injuries, damages or liabilities to or by a PARTICIPANT. Use of any RSSL is solely at USER's and/or PARTICIPANT's risk, liability, expense and/or cost of remedy.
- 10.125. 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.
- 10.126. 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 (ie: cold patch) to cover and seal pavement penetrations. More significant repairs beyond that AEG's may at its option agree to perform are at USER's sole responsibility and expense. AEG is not responsible for meeting any desired repair or requirement determined by or imposed by USER.
- 10.127. PARTIES to the EO are the USER, SIGNOR, AEG and their successors, but no others.
- 10.128. 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>.
- 10.129. POLICY-PAR is also known as POLICY-DRP and both are the same policy.
- 10.130. POSTPONE/POSTPONEMENT is the intentional delay of contract performance due to EMERGENCY BASIS. Any PARTY may POSTPONE an event contract, if by USER by submission of signed FORM-CCP/FORM-CC from [POLICY-CC]/[POLICY-CCP] or if by AEG by NOTICE and contract REVISION. A POSTPONED contract cannot be subsequently CANCELLED with any adjustment or refund after the original contract event date. A POSTPONED event that does not occur is not refundable, however, may be postponed again by CONSENT and payment of a 20% fee (20% of the event order total listed on the latest contract revision). Further, all terms of [POLICY-CC] shall apply to POSTPONEMENT.
- 10.131. POWER shall mean USER'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-gauge with ground, no extension cord over 100-ft long may be used or if 14-gauge 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

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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) USER 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.

- 10.132. PRODOCS means AEG's delivery, retrieval, staff statements and event DOCUMENTS.
- 10.133. 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.
- 10.134. PROPERTY is all AEG assets, whether tangible or intangible assets, owned, leased, rented or borrowed.
- 10.135. PSL means RSSL and is as defined herein under RSSL.
- 10.136. QEVAL means qualified evaluator and shall be either: (1) AEG's onsite manager or lead onsite operator, (2) a licensed state inspector who is onsite, or (3) a licensed professional engineer who is onsite. The OSA and evaluation of an onsite QEVAL shall dominate over all others and no third party, verbal or hearsay determinations shall be valid.
- 10.137. QUALIFIED WORKER means a laborer provided by USER 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 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 USER exclusively and USER 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 USER 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 and/or returned by USER to AEG at AEG's sole determination. The PARTIES agree that any form of compensation received by USER for QUALIFIED WORKER labor is an advance payment that must be reimbursed and/or returned when labor is not fully provided for any reason.
- 10.138. QUALITY shall mean the rental item standards, condition, age, in-service times and/or other appearance or performance considerations as given in [POLICY-SOP]. No other quality, either written or verbal, shall be considered.
- 10.139. RECEIVER is the receiving report, also known as delivery confirmation. The USER agrees to sign RECEIVER immediately upon delivery and before any setup labor is expended. USER 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 USER immediately of ADDS and ERRORS if USER is present, else within 10-days after completion of event. USER agrees to pay all costs of ADDS, including SPARES used.
- 10.140. REDO means the re-performance of an EO, or portions thereof, at a later time and/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 USER 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.



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- 10.141. RELATIVE means any spouse or family member. A RELATIVE has no ability or authority to speak for the USER, SIGNOR or USER AGENT however a relative can be an AGENT of a PARTY.
- 10.142. RENTALS are any AEG PROPERTY hired by USER for the temporary use thereof with the understanding and agreement that all responsibilities and liabilities transfer (RLT) to USER upon delivery until return which is either upon arrival until pickup for WE-DELIVER or upon turnover at warehouse to USER 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, USER 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).
- 10.143. RENTAL PERIOD is equivalent to EVENT TIME (ETIME) as defined above.
- 10.144. RENTAL START TIME (RSTART) is the time contracted for installations to be complete and turned over to USER. It is also known as the EVENT START TIME or ESTART. The USER does not have right to use RENTALS before the RENTAL START TIME or after the paid rental period (same period as EVENT TIME or ETIME)m however, USER is responsible for RENTALS or RSSL for the RLT as defined herein.
- 10.145. 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.
- 10.146. 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.
- 10.147. 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 USER default and USER waives any claim of trespass, conversion (theft), breach of contract and/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.
- 10.148. RETURN means the return of PROPERTY to AEG after use by USER in an undisputable manner. To be undisputable, the RETURN must be witnessed by both the USER and AEG and the return receipt signed. USER 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). USER is solely responsible for the return of all items and any items not returned at time of pick-up shall be returned by USER to the DWHSE will any costs paid by USER. The leaving of PROPERTY in an unsecure or unattended area shall be disputable and at the USER's sole risk of loss. Without a signed return receipt USER shall be liable for all loss, good intent notwithstanding.
- 10.149. RETURN RECEIPT is an itemized and dated receipt signed by an AEG Supervisor, Manager or Director that is given to a USER upon RETURN of PROPERTY and is a required part of USER's DUE DILIGENCE.
- 10.150. 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 USER 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 and/or invoice and shall be without dispute, claim or contest possible. In case of revisions initiated by USER, USER 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, USER shall pay any increased RSSL costs and be credited any decreased RSSL costs after offsets are removed with no cancellation fees applicable.

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- 10.151. RIDE is any inflatable or mechanical entertainment device.
- 10.152. RLT means responsibilities and liabilities transfer and means the USER is responsible for all loss, theft or damage to RENTALS and/or RSSL from any cause, including weather, immediately upon delivery to event site if by WE-DELIVER or upon transfer to USER if by U-PICKUP.
- 10.153. RSSL means AEG's RENTALS, SALES, SERVICES and/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 USER by AEG or through AEG as USER's agent. USER 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. USER 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 USER 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 and/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 USER or by others for any reason shall be solely at the expense, cost and liability of USER.
- 10.154. SERVICES shall be defined as any action of helping or doing work for the benefit of completion of the EO. USER 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 USER. Any additional services required for any reason, including resetting or redoing of RSSL shall be paid by USER.
- ONE EXAMPLE: USER has paid for table and chair setup, but upon delivery no site map 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. USER cannot receive an adjustment for labor charges paid and is also responsible for the event site staff labor charges (if any).*
- 10.155. SERVWAR means service warranty as defined in [POLICY-WARRANTY].
- 10.156. SIGNOR is person signing EO for/as USER.
- 10.157. SITE MAP. The SITE MAP is a detailed map of the ESITE that is prepared by USER 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 and/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. USER shall verify all RSSL will fit available space. USER shall also identify the best delivery routes to, from and on ESITE and any road conditions, low clearances, tolls and/or barriers that may impact travel from the AEG warehouse serving event to and on the ESITE. USER 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 SITE MAP or contents and without its timely submission by USER, installations shall be BEST EFFORTS only and without warranty, as-is and not adjustable. SITE MAP shall be delivered by email to [sitemap@amerevent.com](mailto:sitemap@amerevent.com). USER shall assure they receive and keep the return receipt confirmation showing their SITE MAP has been received by AEG or shall resubmit until so confirmed. Should a SITE MAP not be provided, ETIME and all delivery time estimates shall change without notice, guarantee and/or recourse whatsoever for failed or late delivery or retrieval or for any other direct

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or indirect impact upon or damage to EVENT or ESITE. An accurate SITE MAP is extremely important.

- 10.157.1. AEG shall only be responsible for compliance with State licensing requirements and USER 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.
- 10.158. SITE CONTACT is USER, USER AGENT or a person designated by USER NOTICE who shall be physically present and immediately available to the SITE MANAGER and/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 SITE MAP for event and have full understanding of it.
- 10.159. SITE MANAGER is an AEG STAFF person whose purpose is to direct onsite STAFF and USER 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 USER 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.
- 10.160. SITE REVIEW is a pre-event evaluation of the EVENT SITE so USER can determine event needs, training and other important considerations for a successful event. In a SITE REVIEW a SITE MAP is created and a review of [POLICY-SOP] requirements is made. USER may contract AEG to prepare a SITE REVIEW however, USER is solely responsible for assuring all needs and requirements are known and provided for.
- 10.161. 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 USER 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. USER 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.
- 10.162. SIZING is the physical attributes of any RENTALS including height, weight, size, mass, utility needs and any other factor(s) necessary for use. USER 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.
- 10.163. 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. USER 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.
- 10.164. SPEC means specification.
- 10.165. STAFF is any direct or indirect hire of AEG referred to in EO or EMPLT.
- 10.166. STAKEHOLDER is any officer, CORPADMIN, LLC member or manager, equity or debt holder, assign, agent, attorney, employee, contractor, volunteer, landowner, lessee, lessor, registered agent, renter of or to AEG including any labor and management.
- 10.167. STANDARD PAYMENT TERMS are 100% payment with order, including all costs of Event Order Total, Sales Tax and Damage Deposit. however, USER may optionally elect to use STANDARD TIME PAYMENT terms provided its requirements are continually met. Payments must be made by online checking, BANKCARD or mailed check recorded or postmarked within the 3-day grace period. 18% service fee and a \$30/month late fee apply. Payment by UNAVAILABLE FUNDS incur a \$35 fee. Payments are refundable by ECREDIT only, not cash. USER shall provide CLOSING INVOICE CERTIFICATION.
- 10.168. STANDARD TIME PAYMENT: USER 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 USER agrees to

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automate payments. Election and OFFSETS given are void if any payment is late.

- 10.169. 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 USER. If a SUBSTITUTED item has a 5% or lower value than the original item, an ECREDIT shall be issued to USER 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. USER shall assure no more than one trip shall be required by AEG to obtain replacements or SUBSTITUTIONS.
- 10.170. SURRENDERED PROPERTY means anything left with, in or on any RENTAL. Any such item shall be deemed abandoned and surrendered by USER to AEG. AEG may return SURRENDERED PROPERTY upon request upon payment by USER of any costs, including storage fees, incurred and USER agrees to indemnifies and protects AEG against any liability or claims regarding such item(s).
- 10.171. 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.
- 10.172. TERM means the life of the EO agreement and shall be from the date USER signs contract until 5-years after the EVENT START TIME.
- 10.173. 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 USER, TIMELY shall also mean within an amount of time that demonstrates USER's best efforts and without any intentional or avoidable delay.
- 10.174. TIMING is the times estimated for delivery, setup, takedown and/or equipment retrieval. Timing is estimated, subject to a minimum one-hour window before and after. Timing may change without notice or consequence due to UNANTICIPATED ACTS. Only hours of RENTALS use are warranted and may be disputed. No other desired or expected times are warranted, disputable or adjustable by credit.
- 10.175. UASSIGN are USER's designated USER AGENT and UEC.
- 10.176. UEC means USER's EMERGENCY CONTACT.
- 10.177. 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. No PARTY shall seek any advantage or recourse over another due to UNANTICIPATED ACTS except as may be specifically provided in this agreement.
- 10.178. Any local regulatory requirement that is not satisfied and has not been disclosed by USER 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.
- 10.179. UNAUTHCOM is communication in any form or media not authorized by CONSENT.
- 10.180. 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.
- 10.181. UNDERTAKE shall mean to use, cause the use, threaten to cause or INSPIRE.
- 10.182. UNEXPENDED LABOR is any labor for which no cost has been incurred by AEG. This is the labor charged less EXPENDED LABOR.

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- 10.183. U-PICKUP means USER picks up and returns RENTALS from/to the AEG warehouse.
- 10.184. USE WAIVERS are limited cost and damage waivers provided by AEG to USER at an additional cost and must be shown in the line item costs of the EO. Without such USE WAIVERS the USER 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.
- 10.184.1. The CDW waiver shall be required and added if USER fails for 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 USER's invoice and/or applied to USER's damage deposit or other funds in USER's account.
- 10.185. USER, I, WE, US or OUR is the entity and/or individual(s) signing or submitting EO and unless otherwise noted USER includes the entity designated as USER, SIGNOR, USER AGENT and UEC.
- 10.186. USER AGENT shall be considered one word and is equivalent to USER's AGENT (two words). The USER AGENT is any person or entity that is outside of AEG and assigned by USER to act on USER's behalf when accepted by CONSENT. If not so assigned or not present on event site and the USER is also not present, USER AGENT shall be any employee or contractor hired by the VENUE or any person who represents they reasonably believe they are acting on USER's behalf and in USER's interest. If no other is available on event site, the PARTIES agree AEG's delivery supervisor shall act as USER AGENT. It is expressly understood and agreed that USER or USER AGENT shall be onsite to accept delivery of RSSL and sign receiving reports and if by USER AGENT, his/her decision(s) and any resulting liabilities, losses and/or costs shall be fully binding upon USER.
- 10.187. USER's AGENT is two distinct words that shall mean AEG's acting on USER's behalf as defined in USER, AGENT, VENDOR, VENDOR DIRECT and VENDOR DIRECT PAYMENT.
- 10.188. USER LABOR is any labor, services, efforts or work provided by USER, USER AGENT or PARTICIPANT(s). USER LABOR shall be provided, in minimum, at the levels shown in Contract Table L "Event Labor Table" in the column titled "USER 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. USER 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. USER LABOR staff must be clearly identified to the AEG onsite supervisor by USER 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. USER LABOR may not direct the work or any AEG worker in any way. USER shall submit to AEG within 10 days of EET a time sheet for each person provided as USER LABOR showing the times worked and signed by the AEG onsite supervisor. USER agrees that in case of any dispute over USER 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. USER is responsible for the cost of emergency call-out labor if USER 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. USER LABOR provided for any reason is at solely the expense, cost and liability of USER.
- 10.189. USER MANAGED EVENT is an EVENT under the direction, control, operation and management of USER and

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for which USER must provide 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. USER must provide, at a minimum, the USER LABOR specified in the EVENT LABOR table of the EO. AEG will provide in warehouse inspection and training for USER upon request (USER may incur additional cost).

- 10.190. USER MANAGED EVENT W/DELIVERY is a USER MANAGED EVENT that the USER also assumes all responsibility for unloading, cleaning, setup, operation, take-down and reloading and AEG accepts responsibility only for arranging DELIVERY per the T/C's.
- 10.191. USER MANAGED EVENT W/SETUP is a USER MANAGED EVENT W/DELIVERY except that AEG accepts responsibility for item setup that USER has paid the ONSITE SETUP costs on. But, USER must still provide, at a minimum, the USER LABOR specified in the EVENT LABOR table of the EO and all labor for maintenance, upkeep and safe guarding of RENTALS onsite. Labor charges assigned for the payment of an ONSITE SUPERVISOR are excluded from consideration in this definition.
- 10.192. VENDOR is an equipment, rentals and/or services ("ERS") provider hired on behalf of USER by AEG. AEG acts only as USER's AGENT in such transactions, collecting funds from USER, escrowing and disbursing them to VENDOR on behalf of USER in exchange for ERS to be provided by VENDOR to USER. USER agrees AEG is: (1) not selling or providing such ERS to USER; (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 USER contracting directly with VENDOR however AEG may collect a fee or commission for VENDOR DIRECT services provided.
- 10.193. VENDOR DIRECT shall mean AEG acting as USER's AGENT in ERS transactions on USER's behalf. USER authorizes such transactions including contracting, collecting funds, escrowing and disbursing them to VENDOR on behalf of USER. USER agrees AEG is: (1) not selling or providing such ERS to USER; (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 USER contracting directly with VENDOR however AEG may collect a fee or commission for VENDOR DIRECT services provided.
- 10.194. VENDOR DIRECT PAYMENT is any payment collected from USER that is distributed to a VENDOR for ERS. AEG acts only as USER's AGENT in such transactions, collecting funds from USER, escrowing and disbursing them to VENDOR on behalf of USER in exchange for ERS to be provided by VENDOR to USER. USER agrees AEG is: (1) not selling or providing such ERS to USER; (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 USER paying VENDOR directly however AEG may collect a fee or commission for VENDOR DIRECT PAYMENT services provided.
- 10.195. VENUE is the same as ESITE.
- 10.196. WAIVER shall be as given or otherwise defined in [POLICY-INSURANCE].
- 10.197. WARRANTY means [POLICY-WARRANTY] and the terms and conditions therein. [POLICY-WARRANTY] is continually available online at <http://info.amerevent.com>.
- 10.198. WEATHER are acts of nature that AEG has nominal or no control over, such as wind, wild fire, rain, lightning, ice, hail, flood, earthquake and similar. USER 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.
- 10.199. WE-DELIVER means delivery to and retrieval from the event site is arranged for USER by AEG.
- 10.200. WHSE means AEG's warehouse(s).
- 10.201. WIST means warrantied in-service time.
- 10.202. W/O means without.
- 10.203. 3X-DAYRATE means three times the undiscounted single day rental cost and is paid as additional rent. RSSL not returned immediately after the contract end time, RSSL for which continuous ACCESS is not

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available, RSSL meeting the definition of EXCESS USE, RSSL for which payment is not made under the terms of the contract or RSSL for which payment is made by UNAVAILABLE FUNDS are all charged at 3X-DAYRATE without discounts, offsets or adjustments.

- 10.204. 6X-DAYRATE means six times the undiscounted single day rental cost and is paid as additional rent in lieu of lost rentals and repair and replacement costs.
- 10.205. 12X-DAYRATE means twelve times the undiscounted single day rental cost and is paid as additional rent in lieu of lost rentals and repair and replacement costs.

DOCUMENTATION ONLY  
DO NOT RETURN