

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. CAPITALIZED words are contract defined, as given in POLICY-DEFINITIONS.

## NO FAULT WARRANTY

- 1.0. The PARTIES AGREE and UNDERSTAND that any EVENT has risk that must be mitigated and covered by RENTER. AEG does not guarantee or provide warranty that the RENTER has ordered the correct items or the items they imagine, nor that the RENTER's event will be successful or due to ACTS OF GOD or even possible. Outdoor events especially have risk of loss due to weather and RENTER is solely responsible for any liability, loss or damage at RENTER's EVENT, to RENTER's PARTICIPANTS and to AEG's RSSL or RENTALS. It is possible RENTER may lose their entire investment with nothing to show for it. RENTER is to purchase insurance or AEG WAIVERS to mitigate their potential loss and damage and any such loss and damage is excluded from this warranty. AEG is responsible to get RSSL to the event site if WE-DELIVER service is contracted or to turn over RENTALS to RENTER at warehouse if U-PICKUP service is contracted, but not for any costs, loss or damage afterwards until RSSL (RENTALS, SALES, SERVICES AND LABOR) are returned to delivery vehicle or warehouse). AEG may at RENTER's request (a) confirm a contract submitted 10-days or less before the estimated setup start time; (b) setup equipment on a not fully prepared or proper event site, including a site for which a proper SITEMAP has not been provided 10 days or more in advance; (c) in a manner contrary to POLICY-SOP; or (d) in any way that AEG recommends against as documented on delivery receipt or by other written communication, however, in any such instance there shall be **no warranty, no ADDINS coverage on AEG's CGLI insurance and no CDW coverage**; and RENTER shall be solely responsible for all rents, costs, loss, damage, liability or event failure.
- 2.0. The PARTIES AGREE: (2.1) ERRORS and omissions may occur as well as equipment and labor breakdowns, illness, weather, UNANTICIPATED EVENTS and other impacts on the performance of any event; (2.2) in all cases AEG's liability shall be limited to only the exact line item for which loss occurred and no other line item used shall be deemed to have any loss, without regard to IMAGINEERING or perceptions. RSSL shall be a refund or ECREDIT, as determined herein, not to exceed the amount paid by RENTER to AEG for the exact line item(s) being claimed or adjusted, and no other liabilities or damages whatsoever shall apply; (2.3) each item within the individual categories of 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) with any adjustment needed determined as a separate part of any total adjustment; (2.4) this POLICY-WARRANTY and its provisions, methods and limits are material terms of the EO, the absence of which would have resulted in the PARTIES not entering into the Agreement; (2.5) ERRORS shall be adjusted as provided herein on a NO-FAULT BASIS and no other guarantee, liability, expectation, demand, adjustment or refund, means of determination or requirement except as provided by POLICY-DRP or by CONSENT shall be requested, imposed, considered or valid; (2.6) Five-percent (5%) ERRORS are expected (ERRORS ALLOWANCE) but remain subject to ECREDIT; (2.7) AEG may also provide OFFSETS against ERRORS; (2.8) Some RSSL received or used is without warranty of any kind and used solely at RENTER's demand, liability, cost, replacement and risk. This includes: (2.8.1) all non-standard, new or custom items; (2.8.2) tents used in any month that freezing weather occurs; (2.8.3) RSSL delivered, installed or used during any period that the forecast wind gust speed exceeds the maximum for an item as given in POLICY-SOP; (2.8.4) issues directly or indirectly related to weather without regard of any AEG or other standard for acceptable use and any such standards are agreed to be estimates only and that only approximate measurements of weather conditions are available at any event site; (2.8.5) dance floors, carpeting and event flooring of any kind used outside, on soil, grass, overgrowth, stone, gravel, brick or other than fully level asphalt, concrete or framed wood flooring. The following are excluded even if fully level: (a) broken and cracked floors and (b) floors over which machinery exceeding 1000-lbs or 250-lbs per point of contact has been moved, (2.8.6) wooden chairs; and (2.8.7) all items requested by RENTER less than 10-days before the event date including replacements, substitutions or exchanges of items when DUE DILIGENCE requirements have not been fully met; (2.9) Only AEG responsibilities are fully warrantied and adjustable and RENTER responsibilities are warrantied and adjustable only to the level AEG determines unavoidable or shared; (2.10) Receipt or use of any RSSL shall be acceptance of that RSSL as-is, where-is and of meeting all requirements. For unused items when DUE DILIGENCE requirements are met, EXPENDED LABOR (both offsite and onsite) shall be shared equally between AEG and RENTER for the adjustable portion of any claim, otherwise EXPENDED LABOR shall be fully paid by RENTER; (2.11) NOTICE: RENTER must immediately notify AEG of any failure or loss so that repair or replacement can be immediately made when possible. RENTER agrees no subsequent claim shall be valid if AEG not so notified. Further no claim shall be valid on any item for which a correction, repair or substitution with any equivalent or better item has been made once that item is used. Use is acceptance of meeting all requirements; (2.12) RENTER must file a warranty claim within 20-days of the incident for a warranty claim to be valid and a warranty determination made.

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This can be extended to a maximum of 30-days by CONSENT; (2.13) ECREDITS give are transferrable and may be given or donated to another person, church, school, or business and you may receive donation tax benefits; (2.14) RSSL modified, substituted or otherwise changed by contract revision shall be the RSSL subject to this WARRANTY and not the RSSL replaced. RSSL loaded for delivery shall be cancellable by submission of Form-CC or with 100% cancellation fee; (2.14) PURCHASE of any item from AEG, whether new or used, is on an as-is, where-is basis and without warranty of any kind and the PARTIES agree pricing has been based upon this requirement. RENTER is solely responsible for items immediately upon payment and no claim of deficiency shall be valid or adjustable; and (2.15) All warranty adjustments shall be determined as follows:

- 3.0. DEATH OR DISSOLUTION. All PARTIES agree no WARRANTY shall apply in the event of the death, failure, termination or dissolution of any PARTY. The PARTIES further agree to have all-risks insurance or SELF-INSURANCE to cover against any loss or damages they may or do incur due to the death, failure, termination or dissolution of any PARTY and agree no action shall be taken against any other PARTY, any successor, any STAKEHOLDER or other person or entity for any loss or damage incurred if DEATH or DISSOLUTION occurs.
- 4.0. NO-FAULT. FAULT shall not be considered, only compliance with the EO and the terms of this WARRANTY.
- 5.0. WARRANTY ADJUSTMENT is determined so that RENTER may receive credit for and full benefit of all ERRORS ALLOWANCE and OFFSETS given, even if at a later date, plus a cash refund for any ERRORS exceeding that amount. RENTER is solely responsible for weather related damages, liabilities and costs and shall have insurance against all-risks of liability, damage and loss, unless RENTER becomes an additional insured on AEG's CGLI policy AND purchases the CDW waiver. For any item actually used the maximum adjustment is 20% of the rental (and in the case of quality issues, limited to any published grade cost differences: ie: the difference in cost between a grade B tent and a grade C tent is 10%) and 10% of the EXPENDED LABOR if less labor was required. Delivery costs are not considered or adjustable. At no time shall a greater adjustment be considered and any demand for 100% adjustment shall be a FALSE ACTION and in DEFAULT. Warranty adjustments apply only to ERRORS for which AEG is responsible under the contract and determined as follows:
  - 5.1. LINE ITEM LOSS shall be determined by dividing the hours of lost use by the days an item is rented divided by 24-hours per day. This number is then multiplied by the "total rental all days" shown on the EO. Expended labor must be paid for regardless of timing however UNEXPENDED LABOR may be included as a LOSS; then,
  - 5.2. TOTAL ITEM LOSS is determined by adding all LINE ITEM LOSSES together; next,
  - 5.3. REFUND TOTAL is determined by subtracting TOTAL ITEM LOSS from the total of 5% ERRORS allowance plus OFFSETS given. Any overage (negative amount) shall be REFUNDED (cash repayment); and,
  - 5.4. ECREDIT issued will be the TOTAL ITEM LOSS less the REFUND TOTAL. An ECREDIT is a future event credit and standard minimums apply after application.
  - 5.5. BONUS ECREDIT. An additional 20% of the REFUND TOTAL may be added at AEG's option to any ECREDIT when EMERGENCY BASIS did not exist or when otherwise appropriate at AEG's determination. This shall be future event ECREDIT only. No request for CASHOUT of the ECREDIT shall be made or contract default occur else this ECREDIT shall be void.
- 6.0. NON-USE ADJUSTMENT. Any item(s) contracted but not used and not otherwise covered herein shall be deemed cancelled pursuant to POLICY-CC. A no-fault warranty adjustment shall be available by ECREDIT only for the rental cost less cancellation fee, 50% of the preparation and any UNEXPENDED LABOR cost. Delivery is not adjustable. Future event must meet all minimums (after ECREDIT application).
- 7.0. RENTER is responsible for: (6.1) ESITE and ACCESS thereto; (6.2) ESITE SECURITY; (6.3) PARTICIPANTS; (6.4) UTILITIES; (6.5) the products, services and labor of RENTER, subcontractors or others; (6.6) all damage or loss to PROPERTY and ESITE except as may be covered by a purchased damage waiver or otherwise expressly specified in the EO; (6.7) immediate notice to AEG by DEFNOTICE upon any RSSL deficiency, failure or loss; and (6.8) all other items and efforts specified as RENTER responsibility in the EO.

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- 8.0. WARRANTIED PERIOD. (7.1) Only loss during EVT is warrantied. Delivery , setup and removal times are not covered; (7.2) Only the warrantied in-service time (WIST) of 90% uptime or a lesser value given in POLICY-SOP or the EO is warrantied; (7.3) RSSL is warrantied to be +/-6% of AEG's SPEC and one or more items are combinable by AEG to meet any SPEC; (7.4) If RSSL is OOS, unavailable or unusable, AEG may repair, replace or substitute such with any equivalent or better item and extend EVT as needed to meet WIST; (7.5) Only the difference between the warrantied SPEC and actual SPEC is adjustable and that only by ECREDIT; (7.6) Use of any item is acceptance of that item as meeting all contract requirements without regard to complaint or condition. The PARTIES AGREE not to use any item not meeting SPEC; and (7.7) RENTER shall give immediate NOTICE of any shortage or loss to allow for mitigation and correction.
- 9.0. REPAIRS. (8.1) AEG shall be able to install and make repairs at any hour (24 x 7) up to the event start time (EST); (8.2) RENTER shall minimize impacts of and immediately report any deficiencies by DEFNOTICE allowing AEG as much time as possible to correct or no claim or adjustment of any kind shall be allowed on an that item. (8.3) Repairs, replacement and SUBSTITUTION of RSSL shall be allowed for any not fully functional, OOS, unavailable or unusable RSSL and the subsequent delivery of any RSSL shall be at RENTER's cost. There shall be no free use of any RSSL due to any ERROR or malfunction; (8.4) If a SUBSTITUTED item has a higher value than the original item, no additional charge shall be incurred by RENTER. If a SUBSTITUTED item has a 5% or lower value than the original item, an ECREDIT shall be issued to RENTER for the difference. Equivalency shall be determined by AEG based on skill, functionality, appearance and similar usability. (8.5) RENTER shall record all ERRORS on delivery confirmation during the setup period and shall request replacement of unusable items during this time or immediately upon occurrence if an item becomes unusable during use; (8.6) Refusal of a SUBSTITUTED item is cancellation and subject to restocking fees; (8.7) and refusal of any item after setup crew has left ESTATE, due to completion or to obtain replacements already requested is not allowed. RENTER shall assure no more than one trip shall be required by AEG to obtain replacements or SUBSTITUTIONS.
- 10.0. GRADE. RENTER shall document each RSSL item in dispute such that a rent grade may be determined according to AEG specs. Should specific item documentation not be available, a general determination shall be made by AEG based on RENTER input and no challenge to this determination is reviewable. Standard rental grades are A, BA, B and C with a 5% cost difference between each grade level unless otherwise specified in POLICY-SOP. The total percent difference in grade contracted and grade determined shall be used instead of EVT in calculating LINE ITEM LOSS. The most recent version of POLICY-SOP prior to event shall be used, as it may have changed. ONLY the cost difference in grade shall be considered in any adjustment for a claim that a lower grade was received. RENTER must provide photographic evidence of the full (entire) item(s) being claimed as lower grade before any adjustment can be calculated or considered. Only the full (entire) item shall be considered in determining grade and it is understood individual sections or small portions of the full item may be of lower grade without changing the full item's overall grade.
- 10.0.1 GRADE ADJUSTMENT. RENTER understands and agrees RENTALS, and especially TENTS, are not new and will have defects from use, including worn areas, wear and tear, scrapes, markings, rips, holes and other damages. Should the GRADE designated in the rental contract not be delivered, the PARTIES agree the contract will be modified to the grade delivered and any reduction in cost resulting credited to RENTER's account and that there shall be no other adjustment or consideration requested or given.
- 10.0.2 CLEANING ADJUSTMENT. RENTER understands and agrees RENTALS usually require onsite cleaning and this if this service has not been contracted or is not available, RENTER is solely responsible for it. The PARTIES agree if cleaning service is not available, the portion of any labor paid for by RENTER applicable to such cleaning shall be credited to RENTER's account and that there shall be no other adjustment or consideration requested or given. The PARTIES agree in the case of TENTS and sidewalls the maximum credit if pre-delivery cleaning is required and does not occur shall be \$0.25 per square foot of surface area.
- 10.0.3 ADJUSTMENTS. All adjustments shall be in the form and in accordance with the requirements of the contract and/or as given herein.
- 11.0. WEATHER. RENTER is solely responsible for any and all weather related damages, liabilities and costs. No performance, wind or weather rating is offered or warranted for tents, staging or any other structure. No HVAC warranty or temperature rating is offered or warranted for heating, cooling or water systems with

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cleartop tents specifically excluded due to the greenhouse effect they cause. RENTER understands that additional cooling of 50% or more may be required for a cleartop tent compared to a standard white top tent. No claim of faulty or defective installation shall be valid unless supported by a DEFNOTICE report, written in the ERRORS and OMISSION box on the DELIVERY CONFIRMATION of the EO or by CLAIM DOCUMENTATION as given herein and such notice shall be given prior to conclusion of installation so that opportunity for immediate correction prior to the beginning of the rental period is provided. RENTER is solely responsible for such inspection and notice of deficiency or accepts items as-is, where-is. RENTER shall have insurance against all-risks of liability, damage and loss, unless RENTER becomes an additional insured on AEG's GLI policy AND purchases the CDW waiver. Without such coverage, RENTER indemnifies AEG from any and all claims, is solely responsible for all liability, damage and loss and agrees to pay for any costs incurred by AEG for any claim or defense of any claim.

- 12.0. **EVENT SITE AND PARTICIPANTS.** No damage: (1) to ESITE and its PAVEMENT, landscaping, floors or access ways or (2) to PARTICIPANT(s) and their property, clothing, labor or services, either directly or indirectly related to EVENT are warrantied. All damages, liabilities, remedies and repairs are the responsibility sole of RENTER and PARTICIPANT. If RENTER pays AEG to make repairs, such shall be basic and as determined functionally adequate by AEG with return to as-was condition not considered. No verbal basis or after remedy claim shall be valid, only those supported by actual damages.
- 13.0. **LOADING.** Equipment with a load rating is warrantied only if equipment is used within manufacturer specifications and load is evenly distributed. Uneven loading shall reduce load rating proportionately, as determined by AEG. Load ratings shall be as specified in the EO or as detailed in POLICY-SOP.
- 14.0. **NO-FAULT CLAIM SUBMISSION.** CLAIMANT must be the CONTRACT SIGNOR and must submit from the RENTER email account listed in the contract agreement their contract ID#, a written explanation and all required documentation within 30-days of event date to: [warranty@amerevent.com](mailto:warranty@amerevent.com). Claims from others cannot be considered or responded to. Without the required documentation, only the deficiencies that can be mutually agreed upon may be considered. Claims asserting fault must use the DRP process and can take 2+ years to complete depending upon complexity. Allow 30-days after submission for no-fault determination.
- 14.1. **REQUIRED DOCUMENTATION.** Claimant must provide the following: (1) a description of the issue that caused loss of use; (2) the date when pre-contract inspection of items occurred; (3) copy of DEFNOTICE or email(s) first reporting issue(s); (4) photographs showing the item(s) claimed and the issue claimed; and (5) any written communication documenting issue and affirmation by AEG.

#### ADDITIONAL INFORMATION (not part of POLICY-WARRANTY)

Some errors in any event must be expected. These are usually are minor or not even viewable expected event conditions. Know your equipment --- most non-reviewable claims are for items one "imagined" differently. Follow the due diligence required by the contract and actually look at the equipment in the warehouse before your event. Warranty claims occur in about 1 in 20 events and in 1 out of about 200 events does a warranty claim exceed the ERRORS ALLOWANCE and OFFSETS given upfront. Keep in mind and event is the attempting to quickly build then remove a large area of entertainment and services. The goal is to keep them minor and infrequent. AEG designs its orders so that you are protected upfront. If you have no issues (as in 95% of the cases) the OFFSETS given are a nice cost-reducing bonus. If you have to use the OFFSETS you still get a future event credit so you get to take advantage of the bonus later.