

THESE T/C'S APPLY TO ANY AND ALL USE OF AEG PSL, INFORMATION AND OTHER ASSETS. PSL defined as AEG'S PROPERTY, SERVICES AND LABOR.

In consideration of and for the value received through the preparation of this EO the PARTIES agree and affirm all as follows:

AGREEMENT. This Event Order (EO) is for rental and independent contracting of AEG property, services and labor (PSL) and includes all pages of the Event Order, T/C's (ver. 17.105) and attachments given in T/C-4 (below). PARTIES to this EO are the USER, SIGNOR, AEG and no other person, successor, STAKEHOLDER or entity shall have responsibility or liabilities to, for or from this EO except by written consent. AEG's Corporate Admin (CA) is AEG's designated representative. USER confirms receipt, understanding, correctness and accuracy of EO in toto, waives individual confirmations of it and agrees to its requirements. Items not shown on the EO line item listing are not ordered unless by CONSENT or by delivery and USE; with no recourse regardless of understandings. USER agrees to pay for all PSL delivered and used including ADDS. Except as required law or given in POLICY-WARRANTY and WAIVERS if purchased, AEG makes no guarantee or warranty and is not responsible for: ACTS OF GOD, FORCE MAJEURE, FRUSTRATION OF PURPOSE, EMERGENCY BASIS or CONSEQUENTIAL DAMAGES (altogether UNANTICIPATED ACTS) and USER'S: costs, labor, damages, LOSSES, expectations, order errors, liabilities or IMAGINEERING. AEG may change, limit or cancel PSL without notice or liability other than refund or credit as given herein. Handwritten or verbal understandings are not binding and no AGENT may accept or alter EO or any requirement or responsibility, except by CONSENT. USER owns event and is responsible for its planning, design, ordering, SPONSORS, PARTICIPANTS, PSL use and ESITE and all costs and liabilities related thereto. All disputes or claims shall be resolved solely by the mediation and arbitration process given in POLICY-PAR. USER indemnifies and releases AEG from all claims except as specifically stated herein. The PARTIES agree all provisions given and attached hereto are material terms of this EO, the absence of which would have resulted in the PARTIES not entering into this Agreement.

- 1 ACKNOWLEDGEMENT OF USER RESPONSIBILITIES. USER is responsible for the accuracy of this EO, items ordered, times, dates, locations and for due diligence to assure all expectations are met. Nothing discussed or intended shall be binding if not listed herein except by CONSENT. The PARTIES agree AEG provides rentals and basic installation service but no design, design review or custom services unless listed herein. USER is responsible for: a SITE MAP, power and utilities, safety and local code requirements, anchoring and AEG's unobstructed ESITE access. WAIVERS are required for mechanical ride use or to place valuable items in, on or near tents, stages or other AEG property.
2 ACKNOWLEDGEMENT OF RISK. USER affirms there is and accepts risk of harm, damage or loss from: (1) use, misuse or failure of PSL; (2) ERRORS and local conditions including weather, and (3) the direct and indirect effects of such risks. USER accepts all risks and indemnifies AEG against any liability, loss or cost.
3 ADDITIONAL AGREEMENT POINTS. Items listed in SECTION AAP shall dominate over all other provisions herein, including those of similar or conflicting subject matter.
4 ATTACHMENTS. Standard operating and rental requirements exist. USER affirms such are available at: http://terms.amerevent.com and the following are reviewed, attached and binding hereto/herein: POLICY-CC, POLICY-DEFINITIONS, POLICY-INSURANCE, POLICY-PAR, POLICY-SOP and POLICY-WARRANTY.
5 AVAILABILITY. Upon confirmation AEG will block out USER'S PSL and not allow use by another, refusing all such requests. PSL is provided subject to DELIVERY LIMITATIONS
6 CANCELLATIONS, CHANGES AND POSTPONEMENTS are allowed as defined but only by fully executed FORM-CCP of POLICY-CCP (http://ccp.amerevent.com) and on BEST EFFORTS BASIS only with fees up to 100% and only credits available as ECREDIT (defined, event credit). No other notice or agreement is valid except by CONSENT.
7 CONFIRMATION. EO shall not be accepted by AEG until confirmed and a confirmation number issued, or as otherwise defined as CONFIRMATION herein.
8 DAMAGE. USER is responsible for TIMELY returning ASSETS as received and for all damage and LOSS including UNANTICIPATED ACTS up to 12X-DAYRATE unless limited by CDW waiver. USER shall make all efforts return ASSETS and prevent and minimize damage and LOSS. This shall not be mitigated by AEG's inaction.
9 DEFAULT is as defined with all costs of all PARTIES being paid by PARTY in continuing DEFAULT. Costs shall include collection, Court and attorney costs and default fees. AEG may take any action, inaction or quit to end a DEFAULT including those outside PAR without recourse.
10 DEFINITIONS. Capitalized words herein shall have the meaning given in POLICY-DEFINITIONS as attached hereto, unless otherwise given herein.
11 DISPUTES, ADJUSTMENTS AND CHANGES. Adjustments, contract or policy changes are by CONSENT only, else by PAR dispute resolution process. USER AGREES to use POLICY-PAR for dispute resolution and to abide by its terms and determinations. The PARTIES agree: (1) that except as provided by SERVICE WARRANTY claim, CONSENT or PAR, all amounts are fully earned and non-refundable upon contract confirmation; (2) all ADJUSTMENTS for delivered items or those without full DUE DILIGENCE are by ECREDIT only; and (3) to full integrity, accuracy and truthfulness of claims.
12 DUE DILIGENCE. USER shall exercise DUE DILIGENCE including: (1) verbally speaking to the delivering warehouse (DWHSE) 10-15 days before EDATE to confirm PSL, times, ESITE and SITEMAP are correct and then to affirm such in writing; (2) viewing actual rentals at DWHSE and (3) receiving and keeping the signed AEG return confirmation for all items herein and that without producing such confirmation no non-return can be disputed. Upon loading for DELIVERY the PARTIES agree all PSL is accepted as-is.
13 ERRORS (ERRORS AND OMISSIONS). The PARTIES agree errors may occur. PSL added, omitted, sized or priced in error or OOS are not adjustable if +/-5% of EO total after deducting ZERO BASIS items and adjustments, however, an ECREDIT shall be provided USER to offset any loss of use. ERRORS OFFSETS are for the purpose of and shall offset any ERRORS or claims and shall be deducted before any adjustment other than ECREDIT is available. USER has contracted for the AEG labor hours shown in TABLE-L and is responsible for all additional labor if this is exceeded by 20% regardless of cause. USER shall report any REPORTABLE INCIDENT upon discovery by detailed: (a) voicemail to 888-254-6535 x0 or (b) email to defnotice@amerevent.com. USER shall use BEST EFFORTS to mitigate any damage, loss or liability to all PARTIES.
14 ESITE. USER is responsible for: ESITE, PSL, SPARES (as defined) and all costs, damage & repairs thereto. USER shall: (1) assure continuous ACCESS & POLICY-SOP compliance, (2) provide all UTILITIES and fuel and (3) disclose all BARRIERS, defects or history that may impact PSL setup or use. Delivery, services & labor are separate from rentals with no impact of ERRORS in one upon another. AEG acts as USER's agent and on BEST EFFORTS only for ESITE and ENTERTAINER services. USER is responsible for: (1) DUE DILIGENCE, (2) signing & updating RECEIVER and (3) assuring no ESITE hostility or HWE occur. No PSL may be removed from ESITE for any reason without AEG CONSENT.
15 INSURANCE. All terms of POLICY-WAIVER apply. USER is responsible for exclusions and deductibles. USER shall have \$1+ million all risks insurance against any claim with AEG listed as ADDINS or USER shall become an ADDINS on AEG's plans, limits and requirements.
16 LABOR. As given in TABLE-L ("Event Labor Table") labor charges apply regardless of use. USER LABOR listed but not provided is charged at emergency call-out rates.
17 NOTICE, COMMUNICATION AND SIGNATURE shall be as defined and deemed signed, executed and/or binding at AEG SERVICE CENTER. Facsimile signatures are allowed.
18 NON-DISCLOSURE, TRADE SECRETS AND NON-DISPARAGEMENT. Except by CONSENT, no PARTY shall take any action to use or disclose another PARTY's TANGIBLE-INTANGIBLE ASSETS, TRADE SECRETS, methods or performance except as exclusively used for EVENT's integral planning and operating needs and none shall be taken, copied, distributed or otherwise used without CONSENT. No PARTY, USER AGENT or PARTICIPANT shall threaten or take any action not expressly authorized herein: (1) of FEEDBACK EXTORTION, (2) outside PAR, or (3) intended or reasonably expected to publicly harm any PARTY, its reputation or business or otherwise lead to unwanted, unauthorized or unfavorable publicity or review regardless of integrity or fact. Such is expressly disallowed, disparagement, NCOM (negative communication) and in DEFAULT. Disputes shall be discussed, mediated and settled as given in T/C-11 (DISPUTES).
19 PAYMENT. Except by CONSENT or signed bid, payment terms are: 100% due on BOOKING; but USER may elect to pay 20% or \$200 (whichever larger) upon BOOKING, 30% more 60+ days before EDATE and full payment 15+ days before EDATE with no fee, but no payment reminders so USER agrees to automate payments. Election and OFFSETS given are void if any payment is late. 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 if 3+ days late. Payments are refundable by ECREDIT only, not cash.
20 SALE, STANDARD EQUIPMENT USE, WARRANTY AND CLAIMS. PSL is rented not sold except as specifically stated. PSL shall be used according to manufacturer specifications and POLICY-SOP. Right to use TRADE SECRETS, designs or methods never transfers to USER. Only the warranty of POLICY-WARRANTY shall apply and no other understanding. Adjustments and ECREDITS only apply to amounts above MINIMUMS. No CLAIM of defect is valid unless certified by a QEVAL (as defined). No CLAIM of ERRORS is valid or reviewable unless DUE DILIGENCE was completed.
21 SEPARATION, SEVERABILITY, LAW, TRANSFER and TERM. The PARTIES are solely responsible for all matters herein. If any part of EO is contested, voided, or unenforceable all remaining parts remain in full force and effect. The PARTIES waive other rights and assign personal jurisdiction, venue and governing law to the 22nd Judicial Circuit Court of the City of St. Louis, Missouri. EO is not transferable to successors except by written CONSENT. Requirements of this EO expire 5 years after the RENTAL START date and any action taken thereafter shall be void. FALSE ACTION as defined herein and theft of property or services are subject to criminal prosecution.
22 TAXES, PERMITS, CODE and REGULATORY COMPLIANCE are USER's responsibility. USER agrees to determine and comply with all applicable regulation and code including International Fire Code Section 3103. AEG assumes no responsibility if assisting USER and AEG may delay or quit without recourse rather than perform any unlawful act.
23 USE is acceptance as-is and of meeting all requirements. Deficiencies shall be reported as given in ERRORS above. PSL must be returned to AEG before ETIME to be refundable. USER agrees to pay all fees and costs for PSL kept or used including ADDS. USER labor shall meet all POLICY-SOP requirements.

IDENTITY VERIFICATION:

PLACE SIGNOR'S OR AUTHORIZED AGENT'S VALIC DRIVER'S LICENSE HERE BEFORE SCANNING OR FAXING.

AND SIGN FULL NAME IN BOX BELOW.

(ABOVE) SIGNOR OR AUTHORIZED AGENT SIGNATURE