



AMERICAN EVENT GROUP, INC. (AEG) TERMS AND CONDITIONS (T/C'S) (ver 20.181)

THESE T/C'S APPLY TO ANY AND ALL RENTALS, SALES, SERVICES and/or LABOR (RSSL), INFORMATION AND OTHER ASSETS OWNED OR PROVIDED BY AEG TO USER.

In consideration of the value in excess of one-dollar (\$1) received through the preparation of the Event Order (EO), the PARTIES affirm and agree to the following:

AGREEMENT. This Event Order is for RENTAL and contracting of AEG RENTALS, SERVICES, SALES and LABOR (RSSL) and its FOUR CORNERS includes all pages of the EVENT ORDER (EO), these T/C's (ver 20.181) and attachments given in T/C-4 (below) is © 2020-2019 by AEG all rights reserved and is the exclusive agreement between the USER, SIGNOR, AEG and their designated successors (the PARTIES) and no THIRD PARTY (entity, STAKEHOLDER, RELATIVE or other) shall have responsibility or liabilities for or from this EO, except as may be given herein. AEG's Corporate Admin (CA) is its representative. The PARTIES affirm all TERMS have been reviewed and negotiated to their satisfaction including any term removed by TERMS WAIVER purchase. The PARTIES confirm receipt, understanding and accuracy of EO and ATTACHMENTS in toto, agree all are material terms the absence of any would have resulted in no agreement or contract, and agree to all TERMS and waive individual confirmations. Items not listed in EO are not ordered unless by CONSENT or by USE. USER shall pay for all RSSL provided including ADDS for the full rental term, EXTENSIONS and for unauthorized keeping. USER expressly waives all UCC rights and claims, waives all expressed and implied warranties and INDEMNIFIES AEG from all claims except as specifically stated herein. Except as by law, POLICY-WARRANTY or USE WAIVERS, AEG and its AGENTS make no warranty and are not responsible for: ACTS OF GOD, WEATHER, FRUSTRATION OF PURPOSE, FORCE MAJEURE, CONSEQUENTIAL DAMAGES or EMERGENCY BASIS (altogether UNANTICIPATED ACTS), VENDORS or USER's: costs, labor, DAMAGES, LOSSES, expectations, DISQUIETUDE, inconvenience, order errors, liabilities or IMAGINEERING. LABOR, RENTALS, SERVICES, DELIVERY and OTHER costs are separate and distinct and ERRORS in one shall have no impact or consideration upon another. AEG may modify or cancel RSSL without notice or liability other than refund or credit as given herein. Handwritten or verbal understandings and cross-outs are not binding except by CONSENT (as defined). No AGENT has apparent authority or may accept or alter EO. USER owns event and is solely responsible for its design, SUITABILITY, SIZING, planning, ordering, SPONSORS, PARTICIPANTS, RSSL use, WEATHER and ESITE and all costs and liabilities related thereto. AEG owns or leases RENTALS. Delay in enforcing the contract shall not be deemed a waiver of rights. In all matters, time is of the essence. Additionally, the PARTIES understand and agree to the following:

T/C-1. ACKNOWLEDGEMENT OF USER RESPONSIBILITIES. USER shall perform all requirements listed in T/C-7 CONFIRMATION. USER is responsible for the accuracy of the EO, items ordered, times, dates, locations and listing all on SITEMAP. USER is responsible for: (a) for DUE DILIGENCE to assure all expectations are met, (b) ESITE, (c) ESITE preparation and repair, (d) SITEMAP, (e) EQUIPMENT CARE, (f) INSURANCE, (g) all USER LABOR indicated, (h) all POLICY SOP requirements, (i) SITE MAP, (j) SIZING, (k) USE WAIVERS, (l) MECHRIDES, (m) utilities, (n) safety and (o) compliance with all laws and local codes, (p) ANCHORING (as defined and indemnified therein) and (q) full ACCESS to ESITE. Nothing discussed or intended is binding if not listed in EO except by CONSENT. AEG shall provide rentals and basic installation services but no design or other services unless specified herein. AEG does not provide MECHRIDES and is not responsible for them even if/when providing assistance to USER. USER shall not assign, sublet or modify any RSSL except by CONSENT. AEG owns CIR & SURRENDERED PROPERTY.

T/C-2. ACKNOWLEDGEMENT OF RISK. USER expressly accepts all direct and indirect risk of harm, DAMAGE, replacement costs or loss from all: (1) use, misuse, non-delivery or failure of RSSL; (2) ERRORS; (3) HAZARDS including weather (and all resulting costs and DAMAGES) and (4) any MECHRIDE use. USER waives all claims and INDEMNIFIES AEG against any liability, loss or costs of such including incidental and CONSEQUENTIAL DAMAGES and replacement costs.

T/C-3. ADDITIONAL AGREEMENT POINTS. Items listed in SECTION AAP shall dominate over all other provisions herein, including those of similar or conflicting subject matter.

T/C-4. ATTACHMENTS. USER agrees the TERMS, CONFIRMATION, POLICY-CBR, POLICY-CC, POLICY-DEFINITIONS, POLICY-DRP, POLICY-INSURANCE, POLICY-MATCH, POLICY-SOP, POLICY-WARRANTY and POLICY-VDP are reviewed, attached and binding hereto, are integral to the FOUR CORNERS of this agreement and available anytime at: <http://terms.amerevent.com>.

T/C-5. AVAILABILITY. Upon confirmation AEG agrees deliver all rentals and services (or better) in the EO and agrees not to cancel USER's order within 30-days of the TURN-OVER TIME (RENTAL START) subject only to DEFAULT, UNANTICIPATED ACTS and BEST EFFORTS if applicable.

T/C-6. CANCELLATIONS, CHANGES, POSTPONEMENTS and SUBSTITUTIONS are allowed by AEG for (1) UNANTICIPATED ACTS with a cash refund of unexpended funds or (2) by USER according to the terms and requirements of POLICY-CC (<http://cc.amerevent.com>) with refund as given in T/C-21 only. POLICY-CC apply without regard to or need of actual incurred costs by AEG. No other agreement is valid except by CONSENT and such may be reverted back to the terms of POLICY-CC at AEG's sole discretion.

T/C-7. CONFIRMATION. EO shall binding upon CONFIRMATION by AEG. Within 24-hours of CONFIRMATION transmission USER shall verify accuracy of delivery address, timing, contacts and line items listed in CONFIRMATION and any documents transmitted

with CONFIRMATION. USER shall provide SITEMAP to AEG within 48-hours of CONFIRMATION receipt and in all cases not less than 48-hours before setup start. CONFIRMATIONS issued less than 15 days before EDATE or without DUE DILIGENCE shall be BEST EFFORTS ONLY.

T/C-8. DAMAGE, LOSS, EXCESS USE. USER is solely responsible for TIMELY return of RENTALS in the condition received, EQUIPMENT CARE and for all DAMAGE, LOSS, EXCESS USE and lost RENTALS including those for UNANTICIPATED ACTS at up to 12X-DAYRATE unless limited by CDW waiver at current costs without consideration of depreciation. USER shall make all efforts to prevent and minimize DAMAGE, LOSS and EXCESS USE.

T/C-9. DEFAULT is as defined with costs of all PARTIES being paid by PARTY in DEFAULT and shall include: collection, 3X-DAYRATE on unpaid RSSL, loss of OFFSETS, attorney and Court costs and \$100 handling fee per day per incidence of default. AEG may RETAKE RENTALS or any other action, inaction or quit to end a DEFAULT including outside DRP.

T/C-10. DEFINITIONS. Capitalized words herein shall have the meaning given in POLICY-DEFINITIONS as attached hereto, unless excluded or otherwise given herein.

T/C-11. DEFICIENCY NOTICE, DISPUTES AND CLAIMS. (1) USER shall detail any CLAIM, ERROR, DEFICIENCY, defective or missing PSL or loss (altogether REPORTABLE INCIDENT) by one of the following means: (a) upon discovery by writing in the ERRORS AND OMISSIONS section on AEG's copy of the DELIVERY CONFIRMATION, or (b) by DEFNOTICE, a detailed email within 24-hours of discovery to defnotice@amerevent.com with USER saving the automated email return receipt to prove notice, or by (c) QEVAL (as defined) written report to AEG within 10-days of discovery or 30-days upon extension request. Any or all of these methods shall be a valid DEFICIENCY NOTICE (aka: DEFNOTICE) and shall be done as soon as possible so that costs and loss to any PARTY may be mitigated. The PARTIES agree no REPORTABLE INCIDENT shall be valid, reviewable or warrantied without timely DEFNOTICE except by CONSENT; (2) Should USER believe any loss, damage or warranty claim exist USER agrees to follow POLICY-DRP and initiate DRP upon submission of DEFNOTICE or no later than within 20-days of discovery (30-days upon extension request) by using the form at <http://drp.amerevent.com> and all adjustments shall be determined according to POLICY-DRP and POLICY-WARRANTY only. No claim for consideration outside, in excess of or in addition to that given in these policies shall be considered or reviewed. The PARTIES agree only POLICY-DRP shall be used for dispute or claim resolution and they shall fully abide by its terms and FINDINGS. USER expressly waives all UCC rights and claims.

T/C-12. DUE DILIGENCE. USER shall exercise DUE DILIGENCE as defined, including: (1) DWHS RENTALS SELECTION; (2) 20+ day advance contracting to allow for SERVICING, (3) USER's independent selection of RSSL with no implied suitability by AEG; (4) USER's completion of all requirements of T/C-7 (CONFIRMATION) above, including CONFIRMATION and document verifications 1and transmission of SITEMAP and (4) keeping all RETURN CONFIRMATION(s). The USER or USER AGENT ("ONSITE AGENT", one person only) shall be onsite during setups and removals and assure all RSSL (ie: AEG's RENTALS, SALES, SERVICES and/or LABOR). are satisfactorily delivered, placed and retrieved. USER shall immediately file a DEFNOTICE should any deficiency exist and without such notice all items are accepted as-is, where-is. USER shall assure all RENTALS are protected from loss or damage while in USER's control or on ESITE and that all are placed in one central location after the event so all items are easily located and removed by AEG. USER is solely responsible for assuring retrieval of all items occurs and shall return any item(s) not located and/or retrieved during AEG's retrieval or USER shall pay the costs of an additional pickup trip, additional rent and any damages incurred. Without DUE DILIGENCE, RSSL is on an AS-IS and BEST EFFORTS basis.

T/C-13. ERRORS (ERRORS AND OMISSIONS). The PARTIES agree ERRORS occur and AEG has until at least ESTART time for correction with any earlier claim or demand being a FALSE ACTION. ERRORS up to 5% of the EO total after deducting ZERO BASIS and OFFSET amounts are allowed and not disputable or refundable. OFFSETS are CIR consideration, provide a non-refundable ZERO BASIS amount, are advance credit for ERRORS claims and shall be deducted from any claim or adjustment. Only ESTART time is warrantied; DELIVERY, SETUP and retrieval times may vary as AEG requires without recourse. USER is responsible EXCESS LABOR HOURS. USER shall file any REPORTABLE INCIDENT to defnotice@amerevent.com upon discovery (<24-hours) and save return receipt. By this method, the PARTIES shall inform each other immediately of issues to mitigate any DAMAGES. No claim of ERROR, DEFICIENCY or DEFECTIVE PSL or other shall be valid without such notice or written notice on the DELIVERY CONFIRMATION. PRICING is subject to change at any time, AEG shall not be bound to errors in pricing except as given in a CONFIRMED CONTRACT.

T/C-14. ESITE. USER is responsible for: ESITE, continuous ACCESS, SAFETY, RENTALS, ERS, REGS, UTILITIES, FUEL, SPARES, DUE DILIGENCE, RECEIVER, HWE prevention, MAINTENANCE, DAMAGES and repairs. USER: (1) shall comply with REGS and POLICY-SOP, (2) perform and pay for all preparations needed by AEG and/or others before PSL delivery and setup and for all repairs and replacements after PSL takedown and removal, (3) shall disclose any known impact to RSSL setup and use, and (4) authorizes AEG to act as USER's AGENT on a BEST EFFORTS basis for VENDOR DIRECT transactions and VENDOR DIRECT PAYMENTS. VENDOR DIRECT PAYMENTS and other payments are separate from rentals with no impact of ERRORS in one upon another. RSSL shall not be moved from initial placement on ESITE or UNAPPROVED ITEMS used without CONSENT. The PARTIES agree no competitor of either PARTY shall be represented or used without CONSENT however such consent shall not be unreasonably withheld when requested if items wanted by the other PARTY are not available or cannot be delivered at an reasonably equivalent cost. The PARTIES agree: TENTS ARE NOT STORM SHELTERS and tent(s) will be vacated tent immediately upon approach of inclement weather. A permanent structure or even a vehicle will offer much more safety than a tent. Tents can collapse in high winds and metal piping can attract lightning. USER agrees not risk themselves or their guests and will seek shelter and return only after storms have completely past. AEG shall have liability for weather and no claim of improper or defective installation shall be valid if USER or PARTICIPANTS fail to monitor weather conditions and vacate tent upon threat of inclement weather.

T/C-15. INSURANCE. All requirements of POLICY-INSURANCE apply and USER is responsible for any exclusions and/or deductibles. USER shall have \$1+ million ALL RISKS liability and \$350 thousand ALL RISKS property loss insurance with AEG listed as ADDINS. Said insurance(s) shall be suitable to cover any loss or liability incurred by USER or AEG for any reason or cause. If such insurance is not available, USER shall become an ADDINS on AEG's CGLI and purchase CDW waiver each subject to their limits, coverages and requirements and no other are implied or expressed. USER shall also provide \$100,000 MECHANICAL RIDE insurance if mechanical rides used on event site with AEG listed as ADD-IN. Any uncovered loss shall be solely the responsibility of USER with no liability or demand placed upon AEG for any reason or cause. Self-insurance shall be allowed if in conformance with all local, state and federal law and when all terms and conditions of this EO are fully met and also only with and upon CONSENT. The acquiring of insurances and/or waivers is USER's sole responsibility as well as all consequence due to USER's failure to so acquire.

T/C-16. LABOR. As given in EO TABLE-L ("Event Labor Table") labor charges apply regardless of use. USER LABOR is provided at no cost and without reimbursement. USER LABOR listed but not provided is charged at emergency call-out rates. ONSITE labor is VENDOR provided temporary construction labor for use of temporary structures and equipment.

T/C-17. NOTICE, COMMUNICATION AND SIGNATURE shall be as defined and deemed signed, executed and/or binding at the AEG SERVICE CENTER. Facsimile signatures are allowed.

T/C-18. NON-DISCLOSURE ("NDA"), TRADE SECRETS, NON-DISPARAGEMENT & COPYRIGHT. As defined herein; (1) USER assigns MEDIA LICENSE, all copyright and intellectual rights (CIR) related to this agreement including that of any AGENT(s) to AEG; (2) except by CONSENT or TERMS WAIVER, no PARTY or AGENT shall UNDERTAKE any threat of, demand for, use of, recording of or public disclosing of: (a) TANGIBLE-INTANGIBLE ASSETS, TRADE SECRETS, EXPERIENCES, COMPARISONS or methods or (b) FEEDBACK EXTORTION, FALSE DISPARAGEMENT or DISPARAGING ERROR; (3) the PARTIES agree this contract in all its parts and all AEG publications and webpages are © 2020-2019. AMERICAN EVENT GROUP, INC. (AEG). ALL RIGHTS RESERVED. AEG pays USER one dollar (\$1) of OFFSET as consideration of USER's NON-DISCLOSURE, NON-DISPARAGEMENT and agreement to and compliance with this clause. Violation shall be in DEFAULT, subject to default costs, a minimum of \$500 in NCOM COMPENSATION and/or NDA COMPENSATION and loss of NON-FIXED OFFSETS.

T/C-19. PAYMENT. Except by CONSENT, STANDARD PAYMENT TERMS apply including 100% due on BOOKING; but USER may elect STANDARD TIME PAYMENT. Election and OFFSETS are void if late payment or DEFAULT occurs. LATE FEES and DEPOSITS apply as defined with no interest paid to USER on DEPOSITS. A credit balance on USER's account is available to USER for any purpose however any credit balance remaining on account longer than 12-months shall automatically convert to an ECREDIT (E-CERTIFICATE) useable only on an event order in the 12 months after automatic conversion. Expired ECREDITS shall be applied as additional rent. Except by CONSENT or purchase of CDW waiver, payments made are refunded as provided in T/C-21 only.

T/C-20. PRICING. Prior to contracting, pricing is subject to change without notice. Once contracted, pricing is fixed and may not change except as provided in the contract. Discounts, adjustments and offsets given in one version or revision of an EO are not applicable to any future version or revision.

T/C-21. REFUNDS. A \$5 processing fee applies to any refund made. A damage deposit hold placed on a bank card automatically is voided after 10-days and does not require a refund be made or a processing fee. If the USER's address of record is incorrect a \$5 reissue fee applies as well as a \$35 stop payment fee on the check issued unless 120-days have past and the check is deemed out-of-date.

T/C-21.1: DAMAGE DEPOSIT AND/OR ACCOUNT BALANCE REFUNDS. Upon USER's submission of both (1) a CLOSING INVOICE CERTIFICATION and (2) FORM-CBR (<http://cbr.amerevent.com>), refunds of unused DAMAGE DEPOSITS or account credit balances shall be made by cash, bank card credit or by check as determined by AEG and determination of "unused" may be delayed while USER is in default or has uncertified correction of default. Delays and fees apply to refunds by check to an incorrect address of record. Refunds are processed once per month on or about the 20th of the month and distributed by U.S. Mail. USER must allow 2-weeks for delivery after processing.

T/C-21.2: CANCELLATION REFUNDS shall be by ECREDIT only. ECREDITS may be used for: (1) credit on a future event by USER, (2) transferred to another person or entity for credit on a future event, (3) turned in as proof of claim for USER's insurance or AEG's CDW waiver (if purchased) for a cash payout or (4) sold to another AEG USER as given in <http://ecredit.amerevent.com> for a cash payout. ECREDITS have no value after its expiration date and must be applied to a contract before then. The transfer or sale of an ECREDIT is between the original ECREDIT holder and the new ECREDIT holder, with AEG acting only as agent. Any payments are due in full at time of transaction with no time payments available. Any fees or account balances due at time of an ECREDIT sale shall be deducted from the proceeds applied to the original ECREDIT holder's account. An ECREDIT once sold or transferred to a new ECREDIT holder may not be sold or transferred again.

T/C-22. REVISION. Additions, subtractions and other changes to the EO made 48-hours or more prior to the event shall be by contract REVISION. This shall be an updated EO showing all line items and costs after revisions are included. A REVISION shall be documented in writing and transmitted by email or fax to the other PARTY. Each PARTY shall then have 48-hours to refuse or correct the revision for accuracy after which the revision shall be in full force and effect. EO changes made within 48-hours of the event shall only need be documented in the closing event invoice with use being acceptance as-is, where-is. A REVISION may not be used to decrease the dollar value of a contract without payment of cancellation fees nor does it change that a

contract is binding upon USER immediately their signing it. All previous EO versions and revisions expire on the date listed on the EO and are also void upon the processing of any update or any new revision.

T/C-23. SALE, STANDARD EQUIPMENT USE, WARRANTY AND CLAIMS. RSSL is rented not sold except if specifically so stated. RSSL 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.

T/C-24. SEPARATION, SEVERABILITY, LAW, TRANSFER & TERM. The PARTIES are solely responsible for all matters herein and no AGENT may act for them. If any part or line is undelivered, contested, voided or unenforceable all remaining parts and lines shall remain in full force and effect. The PARTIES waive other rights and assign personal jurisdiction, governing law and venue to the 3rd Judicial Circuit Court of Madison County, Illinois. FALSE ACTION as defined herein, non-payment and theft of property or services are subject to informal, civil or criminal prosecution and USER shall pay all costs, including AEG's court, attorney, review and administrative costs. EO is transferrable to successors by CONSENT with original signor remain co-liable for this EO. Requirements of this EO expire and end of TERM as defined herein.

T/C-25. TAXES, PERMITS, CODE and REGULATORY COMPLIANCE are USER's responsibility. USER agrees to determine and obey all applicable tax, law, code and REGS, including International Fire Code Section 3103. AEG has no responsibility even when assisting USER in such and AEG may delay or quit without recourse rather than perform any unlawful act.

T/C-26. USE is acceptance as-is and of meeting all requirements. USER must submit DEFNOTICE prior to USE or immediately upon discovery and allow time for correction or substitution to receive an adjustment. Adjustment after USE shall be limited to difference in grade cost and no request for 100% refund of RSSL used shall be made or considered. OFFSETS shall be deducted from any adjustment. USER shall make no demand for adjustment outside that provided by POLICY-WARRANTY. Deficiencies shall be reported per T/C-13 ERRORS above. USER agrees to meet all POLICY-SOP requirements and pay all fees and costs for RSSL kept or used including ADDS, EXCESS USE, LABOR, DELIVERY, late and DEFAULT fees. If communication via cellphone is not continually available at ESITE through all major cell service carriers, USER shall provide 24x7 hotspot access via high speed internet useable within 100-ft of rental equipment location and useable without request or other interaction required. All network names and passwords required shall be provided to AEG in writing at least 7-days before installation begins. Should such communication not be available or provided, all PSL shall be as-is and without warranty.

T/C-27. VENDOR DIRECT PAYMENTS are escrowed and immediately transferred directly to VENDORS and are not AEG property. AEG acts only as USER's AGENT in such transactions and is not responsible for any performance or non-performance of services provided.

-----END OF TERMS AND CONDITIONS-----

HANDWRITTEN TERMS OR CHANGES TO THIS DOCUMENT SHALL BE DEEMED NON-EXISTENT AND VOID WITHOUT REGARD TO CONFIRMING SIGNATURES. ONLY LEGIBLE, UNCHANGED COMPUTER GENERATED TEXT SHALL BE ENFORCEABLE.