

ARENA AMERICAS SEATING RENTALS TERMS AND CONDITIONS

1. Definitions.

- (a) "Lessor" refers to Arena Event Services, Inc. (d/b/a "Arena Americas"), the company from whom the Client has rented Equipment.
- (b) "Client" refers to the individual or entity referred to as such on the first page of the Rental Contract.
- (c) "Equipment" refers to the items identified as such on the Rental Contract, both individually and collectively, and includes all accessories that are included with such Equipment.

2. Authority to sign.

The individual whose signature appears on the Rental Contract hereby warrants and represents that he or she has the legal authority and power to sign this Rental Contract on behalf of the Client.

3. Rental.

Client agrees to rent the Equipment from the Lessor for the period stated in the Rental Contract and to pay Lessor its stated rental rate, together with any other charges accruing hereunder, without proration, reduction or setoff, until the Equipment is returned to and accepted by the Lessor. Unless otherwise agreed upon in writing by both Lessor and Client, all payments due under this Rental Contract shall be made by Client within thirty (30) days from the date of the invoice provided by the Lessor.

- (a) A fifty (50%) non-refundable deposit shall be required on all Rental Contracts in order to reserve Equipment.
- (b) Any cancellation of a Rental Contract must be made in writing to the Lessor at least seven (7) days prior to the scheduled delivery of the Equipment. In the event cancellation is made less than seven (7) days prior to the scheduled delivery of the Equipment, Client shall be responsible for payment of the full amount of the Rental Contract. For cancellations made more than seven (7) days prior to the scheduled delivery of the Equipment, the Lessor shall be entitled to reimbursement of all incurred costs and expenses up to the date of cancellation.
- (c) Client authorizes Lessor to deduct the cancellation fee from Client's deposit.
- (d) Counts may be reduced by up to fifteen (15) percent of the dollar amount of the Rental Contract without penalty a minimum of seventy-two (72) hours before the Equipment is to be delivered (or, if applicable, picked up by Client).
- (e) Terms for all Rental Contracts are fifty (50%) deposit due to secure reservation. Balance is due prior to the start of the installation.
- (f) Payments by credit card will include an additional three (3%) processing fee.
- (g) In the event payment is not received within the agreed upon terms of payment, then a late interest fee of one and a half (1 ½%) per month shall be added to all past due balances.
- (h) In the event the payment terms are not met by Client, Client agrees to and shall be responsible for paying all costs of collection associated with the past due balances, including but not limited to collection agency fees and attorney's fees.
- (i) In the event Client fails to make any payment due under this Rental Contract by the payment due date, the Lessor may, at its sole discretion, after providing five (5) business days' written notice to Client of such non-payment, suspend the delivery of Equipment and/or the performance of any services under this Rental Contract until such time as all outstanding payments, including any late fees, have been received by the Lessor. The right to suspend services and/or delivery as set forth herein shall be in addition to any other rights or remedies available to the Lessor under this Rental Contract or at law. If the suspension exceeds fifteen (15) days, the Lessor shall have the right to immediately terminate this Contract and be entitled to reimbursement for all expenses and costs incurred until the termination date.
- (j) Client shall notify the Lessor in writing of any dispute with any invoice (or part thereof) within ten (10) business days of receipt of such invoice. Such notice shall include a detailed statement of the dispute and the amount involved. Upon receipt of such notice, Lessor shall have ten (10)



business days to respond to Client's dispute. During the period of dispute resolution, all undisputed amounts of the invoice shall remain due and payable in accordance with the terms of this Rental Contract. Failure by Client to provide timely notice of a dispute shall constitute an acceptance of the invoice in full.

4. Exclusion of Consequential and Indirect Damages.

Notwithstanding any other provision to the contrary contained in this Rental Contract, neither the Lessor nor the Client shall be liable to the other for any indirect, special, incidental, consequential, or punitive damages, including but not limited to loss of profits, revenue, business opportunities, or data, arising out of or in connection with this Rental Contract, whether the action is in contract or tort and regardless of the theory of liability, even if the party has been advised of the possibility of such damages.

5. Limitation of Liability.

The total liability of the Lessor to Client for any and all claims, losses, expenses, or damages whatsoever arising out of or in any way related to this Rental Contract from any cause or causes, including but not limited to negligence, strict liability, breach of contract, or any other legal theories, shall not exceed the total amount of fees paid by Client to the Lessor under this Rental Contract. This limitation shall apply regardless of the basis of liability.

6. Third-Party indemnity.

To the fullest extent permitted by applicable law, the Lessor shall defend, indemnify and hold Client, its affiliates, successors, and assigns, and their respective directors, trustees, officers, employees, agents, attorneys, and representatives harmless from and against any and all third-party liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties, (including reasonable attorneys' fees and other costs of defense) resulting from judgments or claims for (a) personal injury, including death, (b) damage/destruction of tangible property arising out of or incident to the Lessor's or its subcontractors' performance of (or failure to perform) the services (a) and (b) collectively "Losses", but only to the extent such claims have arisen as a result of the Lessor's negligence. This indemnification obligation of Lessor shall be construed so as to extend to all reasonable legal, defense and investigation costs, provided Client promptly notifies Lessor that a claim or demand is being made.

The Lessor will have the exclusive rights to defend, control, settle and compromise any claim, provided however, that the Lessor will consult with Client regarding any settlement or compromise that includes substantive terms beyond a monetary settlement. Further, if the Lessor assumes the defense of a claim and Client desires to retain its own counsel with respect to such claim, Client may do so provided such counsel is retained at Client's sole cost and expense. Except as may be otherwise provided by applicable law or any governmental authority, Client's right to third-party indemnification under this Section shall not be impaired or diminished by any act, omission, conduct, misconduct, negligence or default (other than gross negligence or willful misconduct) of Client or any employee of Client who contributed or may be alleged to have contributed thereto.

7. Unforeseen Circumstances.

In the event of unforeseen circumstances, including but not limited to legislative or regulatory changes, significant discrepancies between assumed and actual conditions at the engagement site, or the unexpected discovery of hazardous materials, which materially affect the feasibility or the cost of delivering the Equipment, the Lessor shall be entitled to an adjustment in the fee or scope of work to fairly reflect the additional costs or burdens incurred. The Lessor shall provide the Client with written notice detailing the unforeseen circumstances and the proposed adjustments to the fee or scope of work. Both Lessor and Client shall engage in good faith negotiations to agree upon the revised terms, ensuring that the adjustments are equitable and reflective of the impact of the unforeseen circumstances on the Rental Contract. The agreed-upon adjustments shall be documented in writing and signed by both parties, constituting an integral part of this Contract.



8. Exclusivity.

In the event the Rental Contract is a multi-year contract, Client agrees that, during the Term, it will not contract with any other party to provide seatings or related Equipment at the Event. Should a non-typical equipment be required, Lessor reserves the right to sub-contract this equipment for Client from a pre-approved supplier and add a twenty percent (20%) mark-up to the cost. In the event Lessor cannot meet any specific requirements (including, without limitation, schedule or equipment requirements) of Client at the Event, Client may hire another contractor to meet such requirements.

9. Annual Increase

In the event the Rental Contract is a multi-year contract, the Client agrees to an annual rate increase for the rental of Equipment. The rate increase shall be based on the local applicable Consumer Price Index (CPI), as published by the U.S. Bureau of Labor Statistics, effective upon each anniversary date of the Rental Contract.

10. Intellectual Property.

The Lessor shall not grant any intellectual property rights to any invention, discovery, or trade secrets arising from or related to work performed under the Client Contract. The Client shall retain ownership of any intellectual property rights for inventions or discoveries that it solely develops or conceives, or that constitute the deliverables under the Client Contract. The Lessor shall retain ownership of any intellectual property rights for inventions or discoveries that it solely develops or conceives, independent of the Client Contract.

11. Use of Equipment.

- (a) Client is solely responsible for procuring all permits, approvals, licenses and event insurance prior to the rental and installation of all Equipment. Client shall indemnify the Lessor against all penalties and liability for any breach of the same.
- (b) Client is solely responsible to locate, clearly mark and identify all underground utilities and notify the Lessor of such prior to installation of Equipment. The Lessor reserves the right to refuse to install Equipment if the underground utilities are not located and clearly marked.
- (c) Client shall provide unobstructed space for the delivery, assembly, erection, installation and removal of all Equipment. Client shall be charged for all waiting time and delays experienced by the Lessor if site conditions impair the installation or removal of the Equipment.
- (d) Confirmation of the Equipment and quantities delivered and picked up or returned are the responsibility of the Client.
- (e) Risk of loss shall pass to the Client upon the handover of the Equipment and shall revert back to the Lessor upon the completion of handing back or dismantling of the Lessor Equipment.
Consequently, the risk of loss, damage, or theft of the Equipment shall rest solely with the Client. Client hereby assumes and shall bear the entire risk of loss, damage, or theft of the Equipment from any and every cause whatsoever. No loss, damage, destruction, or theft of the Equipment, or any part thereof, shall relieve Client of the obligation to pay the rental or to comply with any other obligation under this Rental Contract. In the event of loss, damage, or theft of the Equipment, Client shall promptly notify the Lessor of such event and shall provide the Lessor with a detailed report of the incident, including the circumstances of the loss, damage, or theft, and the extent of the damage to the Equipment. Client shall be responsible for the current replacement cost of the Equipment and any other costs associated with the repair or replacement of the Equipment. Furthermore, Client shall continue to pay the full rental charges as agreed until the damaged Equipment is repaired and returned or until the lost or stolen Equipment is replaced and made available to the Lessor.
- (f) Equipment is for the sole use and benefit of the Client during the rental period and should not be removed from the rental location unless otherwise agreed to in writing by the Lessor.
- (g) Lessor does not grant to Client the permission to attach any items, signage, stickers or decoration to the Equipment by any means, including but not limited to Velcro, tape, glue, staples, screws, or any other type of adhesive or attachment, without the written consent of Lessor. In any event, any and all damage caused by such items shall be the responsibility of the Client.

12. Delivery and Pick-Up.



Standard delivery charges include delivery within seventy-five (75) feet of the Lessor's truck, if delivery is outdoors, or to the dock or front door on ground floor if indoors. Upon scheduled pickup, Client will have the Equipment readily available for the Lessor's representative. Additional labor charges will occur for non-standard delivery or pickup. Client is and remains responsible for the Equipment until Lessor's representative fully loads all Equipment onto Lessor's truck. If no pickup is scheduled, Client will promptly return the Equipment to Lessor's place of business during Lessor's business hours. In each instance, the Equipment must be assembled in the same boxes, manner and area as they were on delivery, and returned in the same condition in which the Equipment was received, ordinary wear and tear excepted. Client shall be liable for damages incurred in packing wet or damp Equipment. Charges will be assessed for Equipment returned dirty, china and other food service items not fully rinsed and residue free, or linen returned with debris.

13. Receipt of Equipment.

Client will acknowledge receipt of the described Equipment upon delivery and installation of the Equipment at Client's desired location. Client will examine the Equipment at the time of delivery and notify the Lessor if Client has identified any issues. Once set up of the tent structure is complete, the Client is entirely responsible and liable for all damage, claims and injuries to the tent structure, unless proven that any such damage, claims or injuries are due to Lessor's negligence or willful misconduct.

14. Reinstallation Fee

In the event the Client requests or requires the Lessor to move, reinstall, reconstruct, move the setup, or remove its Equipment in any manner that necessitates the use of the Lessor's trucks, equipment, or personnel in connection with such reinstallation, the Client shall be obligated to pay the Lessor a reinstallation fee. This reinstallation fee shall be equal to fifty percent (50%) of the applicable components of the original pricing for the Equipment involved in the reinstallation, in addition to any additional labor and material costs incurred by Lessor as a result of such reinstallation. Notwithstanding the foregoing, the reinstallation fee shall not apply in instances where the reinstallation is necessitated by a mistake attributable to the Lessor or a decision made by Lessor solely for its convenience.

15. Insurance.

- (a) Without in any way limiting or altering the indemnification requirements of Client pursuant to the Indemnification provision below, Client must insure, at its own expense, all Equipment during the full rental period for full replacement cost as provided by the Lessor, and the loss of use (rentals) of all Equipment and shall provide the Lessor with proof of such insurance upon request. Client's insurers shall agree to be the primary insurer of the Equipment and all other insurance required below during the rental period.
- (b) Client's insurance shall name the Lessor as an additional insured and loss payee and waive subrogation against the Lessor.
- (c) Limits of insurance shall be sufficient to cover the physical damage to all Equipment at risk, but in no event shall be less than \$1,000,000.
- (d) Client's commercial general liability insurance shall name the Lessor as additional insured, shall be deemed primary and non-contributory insurance in the event of any claim or suit, and shall not be less than \$2,000,000 per occurrence and aggregate.
- (e) To the extent applicable, Client shall procure workers' compensation insurance with statutory benefits as required by any state or federal law, and if Client is exempt from the statutory requirement to provide workers compensation insurance, Client must provide a copy of the state exemption certificate or a representation letter from an officer of Client stating it is exempt and will take full responsibility for any work-related injuries or death of its employees, personnel and agents.
- (f) To the extent applicable, Client shall procure business auto liability insurance for owned and non-owned vehicles with a limit of not less than \$1,000,000 per occurrence.

16. No Warranty or Guaranty.

Equipment is rented to the Client by the Lessor without warranty or guarantee of any kind and the Lessor assumes no responsibility unless otherwise agreed upon in writing.



The Lessor makes no warranties, express or implied, as to the Equipment's merchantability or fitness for any particular purpose. In the event Contractor is not able to remedy any failure of or defect in the Equipment, Client's exclusive remedy shall be the termination of the rental charges following the time of such failure or defect, provided the Lessor is immediately notified of such failure or defect. The Lessor is not responsible for any loss, damage or injury to any person or property, including, without limitation incidental, special or consequential damages (including but not limited to wasted expenditure, loss of revenue, loss of profit, or loss of business) in any way related to or arising out of the operation, use, condition, defect in or failure of the Equipment. Client acknowledges and agrees that Lessor with regard to third party manufactured Equipment, no warranty against patent or latent defects in material, workmanship or capacity is given or shall be implied.

17. Weather and Other Risks.

Client agrees that in any event any of the Equipment becomes unsafe or in a state of disrepair, Client will immediately discontinue the use of such Equipment and promptly notify the Lessor. Client assumes all risks of injury and property damage related to the use of the Equipment.

18. Accident or Casualty.

In the event of any accident or casualty resulting in bodily injury and/or property damage in connection with the Equipment, Client shall promptly furnish the Lessor with a complete report of any such accident or casualty detailing the accident or casualty, the bodily injury and/or property damage, and the names and contact information of all witnesses and persons involved.

19. Force Majeure.

19.1 Neither party shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations under the Contract, if the delay or failure was due to any cause beyond that party's reasonable control ("Force Majeure Event"). The party affected by a Force Majeure Event shall notify the other party in writing as soon as reasonably practicable after becoming aware of the Force Majeure Event, providing details of the event and its expected impact on performance. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond a party's reasonable control:

- i. act of God, explosion, flood, tempest, fire or accident;
- ii. war (whether declared or not) or threat of war, sabotage, insurrection, civil disturbance or requisition;
- iii. acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes including those related to a pandemic or epidemic;
- iv. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Service Provider or of a third party);
- v. difficulties in obtaining raw materials, labour, fuel, parts of machinery;
- vi. power failure or breakdown of machinery;
- vii. the Site being unsuitable or access being unavailable on the date stated for delivery;
- viii. adverse wind or weather conditions;
- ix. loss or damage to Equipment by fire or flood;
- x. grass sites which have not been cut;
- xi. pandemic or epidemic.

19.2 If a Force Majeure Event occurs, the affected party shall have the right to suspend performance of its obligations under the Contract for the duration of the Force Majeure Event. In the event of a suspension, the Service Provider shall be entitled to recover all demobilization and remobilization costs incurred. The affected party shall promptly inform the other party in writing once it is no longer affected by the Force Majeure Event and is able to resume performance of its obligations. If the circumstances constituting a Force Majeure Event continue for a period in excess of 30 consecutive days, or forty-five non-consecutive days either party shall have the right to terminate the Contract by providing written notice to the other party.

19.3 In the event of termination due to a Force Majeure Event, the Lessor shall be entitled to recover the



higher of (a) all costs incurred by the Service Provider up to the date of termination, or (b) all payments due under the Contract up to the date of termination.

19.4 The Affected Party shall take all reasonable steps available to it to minimize its effects on the performance of its obligations under this Agreement.

19.5 An Event of Force Majeure does not relieve the parties from liability for an obligation which arose before the occurrence of that event.

20. Minor Quantity Variations and Substitutes.

20.1 Lessor shall not be liable for variations in quantity of up to five (5) percent of the total quantity ordered. Quantities determined at Lessor's source of supply shall be conclusive. Lessor, at its discretion, reserves the right to substitute substantially similar items for the Equipment without notice to Client.

20.2 Subject to the mutual written agreement of both parties, this Contract may be varied or amended at any time. Any variations or amendments to this Contract must be set forth in writing and signed by duly authorized representatives of both Lessor and Client.

21. Damages.

If Client has purchased the damage waiver, Client's responsibility for accidental damage to the Equipment is waived up to a limit of \$5,000.00 for each claim. Excluded from this damage waiver is any damage due to theft, burglary, abuse, misuse, theft by conversion, intentional damage, mysterious disappearance, violation of the terms of this Rental Contract, use not permitted by law, vandalism, Client erected tents left up in forecasted storms or negligent use of the Equipment. For the damage waiver to cover breakage, all damaged property must be returned to Lessor. Client is responsible for all damage in excess of the \$5,000.00 limit if Client has purchased the damage waiver. If Client has not purchased the damage waiver, Client is responsible for all damage without regard to the \$5,000.00 limit. If Client has insurance for damage to the Equipment, Client shall exercise, and shall empower Lessor to exercise, all rights available to Client to obtain recovery under Client's insurance, shall cooperate with Lessor to obtain recovery and all insurance proceeds shall be given or assigned to Lessor. For purposes of this paragraph, the assessment of damages will be equal to the lesser of Lessor's actual cost of repair or waiver. Client shall indemnify Lessor against all loss, cost and expense incurred by Lessor and arising in any way out of Client's use of the Equipment.

22. Title to Equipment and Collection Costs.

Title to the Equipment remains solely with Lessor. Client will give Lessor immediate notice of any levy attempted upon the Equipment, or if the Equipment becomes liable to seizure, regardless of the cause. Client agrees to pay and be responsible for any loss of the Equipment while in Client's possession or control. Client shall pay all costs, including, without limitation, reasonable attorneys' fees and costs, incurred by the Lessor in attempting to collect from Client under this Rental Contract, recover for loss of the Equipment, or otherwise enforce its rights under the Rental Contract.

23. Weight Capacity of Chairs.

The weight capacity of our chairs is a maximum of two hundred fifty (250) LBS (pounds).

24. Routine Maintenance.

Routine maintenance of the Equipment (e.g., replacement of light bulbs) while in Client's possession is solely Client's responsibility. If routine maintenance is performed on the Equipment by Lessor's representatives while the Equipment is in Client's possession, Client will be charged accordingly for such maintenance.

25. Labor Charges.

Rental charges assume that Lessor provides the labor source for any required delivery, assembly, set-up, installation, disassembly, take-down, removal and pick-up. If labor is provided by anyone other than Lessor, additional charges will be assessed.

26. Fees, Taxes and Tolls.

Client is responsible for any and all fees, taxes and tolls.



27. Material Safety Sheets.

Material safety data sheets, if required by law to be prepared, are available upon request.

28. Termination.

Client shall not terminate this Rental Contract for any alleged default by Lessor without first providing Lessor with written notice specifying the nature of the default and affording Lessor a reasonable period, not to exceed thirty (30) days, to cure such default. Should the Client terminate this Rental Contract due to a breach by Lessor, Client shall pay Lessor for all services properly performed and all expenses incurred by Lessor up to the date of termination.

29. Miscellaneous Provisions.

- (a) Governing Law. The Rental Contract shall be governed by and construed according to the laws of the State of Wisconsin. Any dispute arising out of or in connection with this Rental Contract, including any question regarding its existence, validity, interpretation, breach, or termination, shall be referred to and finally resolved by the courts of the State of Wisconsin.
- (b) Bank Account Details. The Client acknowledges that it has been notified of the Lessor's designated bank account details for the purpose of executing payments under the Contract. Client further agrees and acknowledges that any changes to the bank account details of the Lessor shall require the Lessor's prior written approval. Such approval must be obtained through a formal written request by the Client, specifying the proposed changes to the bank account details. Additionally, any proposed change to the Lessor's bank account details must also be verbally confirmed and approved during a phone call with a contact person designated by the Lessor in this Contract. This dual confirmation process, both written and verbal, is mandatory for the effectiveness of any changes to the bank account details.
- (c) Facsimile and Email. Your signature constitutes your agreement to receive faxed & e-mailed correspondence from "Lessor" to you(r) organization "Client".
- (d) Invalidity of Contract Provisions. If any portion of the Rental Contract is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining portions of the Rental Contract shall, nevertheless, remain in full force and effect.
- (e) Entire Agreement. Lessor and Client agree that the Rental Contract constitutes the entire agreement between the parties regarding the subject matter contained in the Rental Contract, and no other representations or statements, whether oral or written, shall be binding upon Lessor or Client. The Rental Contract shall not be amended, altered or modified except by written agreement signed by both Lessor and Client.
- (f) Incorporation of Terms. Subject to any variation executed in accordance with the terms and conditions herein, these terms and conditions form part of the agreement between the parties to the exclusion of all other terms and conditions, including any terms or conditions which the counterparty purports to apply under any purchase order, confirmation of order, invoice, specification, or other document.