

ARENA AMERICAS
RENTAL CONTRACT TERMS AND CONDITIONS

1. **Definitions.**

- (a) "Lessor" refers to Arena Event Services, Inc. (d/b/a "Arena Americas"), the company from whom the customer has rented Equipment.
- (b) "Customer" 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 Customer.

3. **Rental.**

- (a) Customer agrees to rent the Equipment from 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 Lessor.
- (b) A 50% non-refundable deposit shall be required on all Rental Contracts in order to reserve Equipment.
- (c) Any cancellation of a Rental Contract must be made in writing to Lessor at least 7 days prior to the scheduled delivery of the Equipment. In the event cancellation is made less than 7 days prior to the scheduled delivery of the Equipment, Customer shall be responsible for payment of the full amount of the Rental Contract.
- (d) Customer authorizes Lessor to deduct the cancellation fee from Customer's deposit.
- (e) 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 customer).
- (f) Terms for all Rental Contracts are 50% deposit due to secure reservation. Balance due 7 days prior to start of installation without open credit account. Credit terms are Net 30 days.
- (g) In the event payment is not received within the agreed upon terms of payment, then a late fee of 1 ½% per month shall be added to all past due balances.
- (h) In the event the payment terms are not met by Customer, Customer 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.

4. **Use of Equipment.**

- (a) **Customer is solely responsible for procuring all permits and event insurance prior to the rental and installation of all Equipment.**
- (b) **Customer is solely responsible to locate, clearly mark and identify all underground utilities and notify Lessor of such prior to installation of Equipment. Lessor reserves the right to refuse to install Equipment if the underground utilities are not located and clearly marked.**
- (c) Customer shall provide unobstructed space for the delivery, assembly, erection, installation and removal of all Equipment. Customer shall be charged for all waiting time and delays experienced by 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 Customer.
- (e) Customer shall be responsible for any loss or damage to the Equipment during the time that the Equipment is located at the Customer's site or rental location. Customer shall be charged the current replacement cost for any said loss or damage.
- (f) Equipment is for the sole use and benefit of the Customer during the rental period and should not be removed from the rental location and unless otherwise agreed to in writing by Lessor.
- (g) Lessor does not grant to Customer 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 Customer.

5. **Delivery and Pick-Up.** Standard delivery charges include delivery within seventy-five (75) feet of Lessor's truck, if delivery is outdoors, or to the dock or front door on ground floor if indoors. Upon scheduled pickup, Customer will have the Equipment readily available for Lessor's representative. Additional labor charges will occur for non-standard delivery or pickup. Customer is and remains responsible for the Equipment until Lessor's representative fully loads all Equipment onto Lessor's truck. If no pickup is scheduled, Customer 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 in the same condition in which the Equipment was received, ordinary wear and tear excepted. Customer 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.

6. **Receipt of Equipment.** Customer will acknowledge receipt of the described Equipment upon delivery and installation of the Equipment at Customer's desired location. **Customer will examine the Equipment at the time of delivery to Customer and acknowledge that the Equipment is in good and serviceable condition, and that Customer accepts the Equipment in its existing "AS IS" condition.** Once set up of the tent structure is complete, the Customer is entirely responsible and liable for all damage, claims and injuries.

7. **Insurance.**
- (a) Without in any way limiting or altering the indemnification requirements of Customer pursuant to the Indemnification provision below, Customer must insure, at its own expense, all Equipment during the full rental period for full replacement cost and the loss of use (rentals) of all Equipment, and shall provide Lessor with proof of such insurance upon request. Customer's insurers shall agree to be the primary insurer of the Equipment and all other insurance required below during the rental period.
 - (b) Customer's insurance shall name Lessor as an additional insured and loss payee and waiving subrogation against 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) Customer's Commercial General Liability Insurance shall name Lessor as additional insured, shall be deemed primary and non-contributory insurance in the event of any claim or suit, and shall be not be less than \$2,000,000 per occurrence and aggregate.
 - (e) To the extent applicable, Customer shall procure workers' compensation insurance with statutory benefits as required by any state or federal law, and if Customer is exempt from the statutory requirement to provide workers compensation insurance, Customer must provide a copy of the state exemption certificate or a representation letter from an officer of Customer 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, Customer shall procure business auto liability insurance for owned and non-owned vehicles with a limit of not less than \$1,000,000 per occurrence.
8. **No Warranty or Guaranty.** Equipment is rented to Customer by Lessor without warranty or guaranty of any kind and Lessor assumes no responsibility unless otherwise agreed upon in writing. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Customer's exclusive remedy for any failure of or defect in the Equipment shall be the termination of the rental charges following the time of such failure or defect, provided Lessor is immediately notified of such failure or defect. Lessor is not responsible for any loss, damage or injury to any person or property, including, without limitation incidental, special or consequential damages in any way related to or arising out of the operation, use, condition, defect in or failure of the Equipment. Customer acknowledges and agrees that Lessor is neither the manufacturer of the Equipment nor the agent of the manufacturer, and that no warranty against patent or latent defects in material, workmanship or capacity regarding the Equipment is given or shall be implied.
9. **Weather and Other Risks.** CUSTOMER AGREES THAT IN ANY EVENT ANY OF THE EQUIPMENT BECOMES UNSAFE OR IN A STATE OF DISREPAIR, CUSTOMER WILL IMMEDIATELY DISCONTINUE THE USE OF SUCH EQUIPMENT AND PROMPTLY NOTIFY LESSOR. Customer ASSUMES ALL RISK injury, and property damage relating to the use of Equipment. Customer accepts full and complete responsibility for evacuating any tent when wind or gusts exceed twenty-five (25) miles per hour, or when other unsafe conditions arise. Clearspan or tension structure tents should be evacuated when wind exceeds forty (40) miles per hour. Lessor is not responsible for any damage caused by falling tents. Equipment is inherently dangerous and should be used, installed, maintained and repaired with great care. If a tent is damaged or rendered un-usable as a result of weather conditions, Customer remains responsible for the full rental charges. Lessor may, at its sole discretion, based on time and availability, install a replacement tent. The term "tent" as used herein applies to all types of tents that Lessor provides. (i.e. tents, clearspan tents, frame tents, pole tents and tension structure tents).
10. **Accident or Casualty.** In the event of any accident or casualty resulting in bodily injury and/or property damage in connection with the Equipment, Customer shall promptly furnish 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.
11. **Indemnification and Hold Harmless.** Notwithstanding any other contrary provision in the Rental Contract, Customer fully, finally and forever waives, releases, and discharges, and further agrees to indemnify, defend and hold harmless Lessor and its owners, shareholders, officers, directors, employees, agents, successors and assigns, from and against any and all claims, obligations, demands, damages, causes of action, liabilities, losses, and expenses, including reasonable attorneys' and expert fees, whether now or hereafter known, foreseen or unforeseen, that Customer or any person employed, hired, invited or retained by, or otherwise associated with, Customer, had, has or may have in the future, in law or in equity arising out of this Rental Contract, including, without limitation, the operation, use, handling or transportation of the Equipment, including, without limitation, claims based on: (i) any express or implied warranty; (ii) damage to Customer's vehicle, landscaping, building or property when loading or unloading the Equipment; or (iii) defects in or inefficiency of the Equipment, or the inability of Customer to use the Equipment for Customer's desired purpose. Lessor shall have no liability whatsoever for any delay or failure of performance under the Rental Contract caused by acts of God, fires, strikes, riots, war, material or labor shortages, acts of Customer or of persons employed, hired, invited or retained by, or otherwise associated with, Customer, damage or delay due to the elements, weather conditions or the acts or failure to act of governmental or quasi-governmental bodies or agencies or for other matters beyond Lessor's reasonable control. Any additional costs or expenses incurred by Lessor as a result of any Force Majeure shall be passed through and paid for by Customer.
12. **Minor Quantity Variations and Substitutes.** 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 Customer.

13. **Tent Site/Inspection of Equipment**. Any tent site furnished by Customer shall be free and clear of all obstructions of any kind including, without limitation, trees, poles, snow, ice, concrete (excluding barrel anchored frame tents), or other impediments affecting the erection and/or removal of the tent. The site furnished by Customer for a tent shall be of adequate size, with a minimum of ten (10) feet of space around the perimeter of the tent for staking, and the site shall have adequate ground texture to securely hold stakes for guying tents. **Customer is responsible for ground compaction for staking of all tents and is responsible for all damages and costs associated with the staking of tents in soft or otherwise unsuitable ground for the staking of tents. Customer shall have the duty to inspect the tent for any damage or defects after it is erected. Unless objection is made at such time by Customer, it shall be conclusively presumed that the tent has been erected in a proper, safe, and workmanlike manner. Customer shall have responsibility for maintaining adequate safety precautions to prevent the public or any of Customer's invitees from injuring themselves, particularly with respect to guy lines, tent poles, and stakes, which may lie outside the inner space of the tent.** Customer is responsible for the condition of asphalt after stakes are removed.
14. **Damages**. If Customer has purchased the damage waiver, Customer'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, customer 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. Customer is responsible for all damage in excess of the \$5,000.00 limit if Customer has purchased the damage waiver. If Customer has not purchased the damage waiver, Customer is responsible for all damage without regard to the \$5,000.00 limit. If Customer has insurance for damage to the Equipment, Customer shall exercise, and shall empower Lessor to exercise, all rights available to Customer to obtain recovery under Customer'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. Customer shall indemnify Lessor against all loss, cost and expense incurred by Lessor and arising in any way out of Customer's use of the Equipment.
15. **Title to Equipment and Collection Costs**. Title to the Equipment remains solely with Lessor. Customer will give Lessor immediate notice of any levy attempted upon the Equipment, or if the Equipment becomes liable to seizure, regardless of the cause. Customer agrees to pay and be responsible for any loss of the Equipment while in Customer's possession or control. Customer shall pay all costs, including, without limitation, reasonable attorneys' fees and costs, incurred by Lessor in attempting to collect from Customer under this Rental Contract, recover for loss of the Equipment, or otherwise enforce its rights under the Rental Contract.
16. **Weight Capacity of Chairs**. The weight capacity of our chairs is a maximum of two hundred fifty (250) LBS (pounds).
17. **Routine Maintenance**. Routine maintenance of the Equipment (e.g., replacement of light bulbs) while in Customer's possession is solely Customer's responsibility. If routine maintenance is performed on the Equipment by Lessor's representatives while the Equipment is in Customer's possession, Customer will be charged accordingly for such maintenance.
18. **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.
19. **Fees, Taxes and Tolls**. Customer is responsible for any and all fees, taxes and tolls.
20. **Material Safety Sheets**. Material safety data sheets, if required by law to be prepared, are available upon request.
21. **Miscellaneous Provisions**.
- (a) **Governing Law**. The Rental Contract shall be governed by and construed according to Wisconsin law.
 - (b) **Facsimile and Email**. Your signature constitutes your agreement to receive faxed & e-mailed correspondence from "Lessor" to you(r) organization "Customer".
 - (c) **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.
 - (d) **Entire Agreement**. Lessor and Customer 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 Customer. The Rental Contract shall not be amended, altered or modified except by written agreement signed by both Lessor and Customer.