

TERMS AND CONDITIONS OF RENTAL CONTRACT – HERRIOTT'S RENTS, TENTS, & EVENTS

For good and valuable consideration, you and Broman Resa, LLC, an Illinois limited liability company, d/b/a "Herriott's Rents Tents Events," and d/b/a "Herriott's Rents, Tents, & Events," (hereinafter, "HRTE") agree as follows:

1. **DEFINITIONS:** As used herein, "P.1" refers to your Order, Invoice, and/or Reservation reflecting the item(s) to be rented to you by HRTE; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) provided (rented or if specifically set forth on P.1, sold) to you as identified on P.1 (including any "Instructions" referenced in Section for "[§] 4 below); "Site" means the address where the Rented Item(s) is/are to be delivered and/or used during the Term, as set forth on P.1; "Customer," "Lessee," "you" and "your" mean the Customer, Renter or "Lessee" identified on P.1; and "Lessor," "we," "us" and "our" mean HRTE.

2. You agree to rent the Rented Item(s) from HRTE for the period(s) specified on P.1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all injuries and damages (including all damage to such Item(s)) for the entire Term and until all Rented Item(s) is/are returned to and accepted by HRTE. Unless otherwise specifically agreed by HRTE, all rental rates are for normal use of the Rented Item(s) by you, on a single-event basis at the site during the Term, in accordance with the terms of this Contract. Additional charges will apply for any other uses, misuse, abuse, and late returns. No reduction or credit against the amount(s) coming due hereunder will be made or given for time in transit, event(s) of force majeure or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay HRTE: (i) the Estimated Rent and any deposit required (refer to our separate deposit/cancellation policy); and (ii) all other amounts coming due hereunder upon demand; and (b) that: (i) HRTE may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are **NON-REFUNDABLE** except as provided in our deposit/cancellation policy. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.

3. **DELIVERY/RETRIEVAL:** If we agree to deliver and/or retrieve any Item(s), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have timely and adequate access to the Site. We will not be responsible for delay(s) caused by you, your agents or employees, or any acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend, and hold harmless HRTE. If you are not present upon delivery and/or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities of the Item(s) and the Site).

4. **INSTRUCTIONS:** Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete, in good repair and operating condition, free of defects, and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was examined, counted, tested and selected solely by you, not based on any recommendation by HRTE; and (b) you: (i) have reviewed and fully understand all training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable EPA, OSHA, NFPA, IFC, IBC, IEEE, ASME, ANSI, and other standards) pertaining to such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith (iii) have been made aware of the need to use all applicable safety devices; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will give all required notice(s) to governmental authorities; (vi) will timely obtain all applicable licenses, authorizations and approvals; (vii) will ensure all underground utilities are clearly marked before driving stakes or using any Item(s) to disturb the ground surface (call 811 and go to www.illinois1call.com at least 2 full business days prior to digging); (viii) will create and post in a conspicuous place an OSHA-compliant EVACUATION PLAN for all temporary structures; and (ix) will ensure that all others comply with this Section. You will ensure that the Site is reasonably clean, safe, dry and secure, and each Rented Item is: (a) provided with adequate and proper power, light, heating and cooling, and (b) used safely and only: (i) for the manufacturer's intended purpose(s); (ii) within its rated capacity; (iii) at the Site; and (iv) in full compliance with the Instructions, as well as all applicable laws, rules and regulations, and policies of insurance at all times. **YOU SHALL NOT**, nor shall you permit anyone else to: (A) use or permit the use of open flames other than chafing dishes, in or under any rented tent; (B) abuse, misuse, overuse, reposition, reconfigure, remove from the Site, conceal, repair, modify or damage any Rented Item; (C) violate any applicable law, policy of insurance or warranty; or (D) take possession of or exercise control over any Rented Item without our prior consent, rented, conditioned or withheld in our sole discretion.

5. **RETURN OF ITEMS:** You will protect each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time, complete, clean, free of contamination, and in good order, condition, and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids, and lubricants. If you fail to do so, you will pay us Rent for each succeeding full rental period (each having a duration equal to the Term) until all Item(s) have been returned or replaced as required, and all costs and expenses (direct and indirect), we may incur in connection with your failure to do so. Rented Items may be delivered on pallets, in crates, cartons, or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all such Items are properly Packed, using the same packing materials. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP ITEMS MAY RESULT IN MOLD OR MILDEW, FOR WHICH YOU WILL BE LIABLE.**

6. **MALFUNCTIONS:** You will immediately cease using any Item that breaks down or proves defective (a "Malfunction"). You agree to immediately notify, and if requested, promptly return the Malfunctioning Item to HRTE. Provided such Malfunction did not result from or in connection with any breach of this Contract, by or any wrongful or negligent act or omission of, you or anyone you permit to use or deal with any Rented Item(s), we may, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item: (i) return the unused portion of the Rent; and (ii) cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligation(s) regarding Malfunctions, all of which you waive together with all associated incidental and consequential damages.

7. **SAFETY WARNINGS AND PRECAUTIONS:** THE RENTED ITEM(S) CAN BE DANGEROUS, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CAUSE ALL OTHERS TO EXERCISE, **EXTREME CARE** WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S); (C) ensure that each Rented Item is used responsibly, safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; (iv) BY PROPERLY TRAINED, QUALIFIED, CERTIFIED, FAMILIARIZED AND/OR LICENSED (AS APPLICABLE) ADULTS; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times. Accordingly, you will not, nor will you permit anyone else to use any Rented Item while under the influence of any intoxicant(s) (including without limitation, **CANNABIS, CANNABINOIDS, AND ALCOHOL, WHETHER OR NOT LEGAL OR MEDICINAL**) or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item. **IMPORTANT:** Chairs typically have a capacity limit of **250 lbs. DO NOT ALLOW ANY PERSON WHO WEIGHS MORE THAN 250 POUNDS TO OCCUPY ANY CHAIR PROVIDED BY HRTE.** You agree to ensure that all children in, on or near any Rented Item(s) are supervised by a competent adult at all times. You will evacuate, and permit HRTE to delay delivery, installation and/or use of, or dismantle and/or retrieve any Rented Item(s), without obligating HRTE to do so, if any hazard (including without limitation, severe weather and/or contamination) occurs or threatens. You shall not expose any Rented Item(s) to any flammable, explosive, harmful, hazardous, or illegal substance(s) or circumstance(s).

8. **DAMAGE WAIVER:** If and only if, we have offered, and you have paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for the first \$5,000 of repair/replacement costs for accidental physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s); and (B) all repair and replacement costs exceeding \$5,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 12. Your insurance, if any, will continue to apply and will remain primary. You agree to assist us in recovering thereunder for all losses covered by LDW. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

9. **OWNERSHIP:** Except with respect to Rented Items which HRTE rents from one or more third parties (each a "Third Party Owner" or "TPO") and then re-rents to you ("Re-Rented Items"), HRTE owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. **YOU SHALL NOT transfer, sublease, or assign any Rented Item or this Contract** without the prior written consent of HRTE (in our sole discretion). HRTE may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee, who shall not be responsible for any pre-existing obligations or liabilities of HRTE.

10. **NO WARRANTIES:** HRTE is not the manufacturer or designer of any of the item(s) referenced in this contract, all of which are provided "as-is". Neither HRTE nor any TPO, makes any warranty(ies), express or implied (including any warranty(ies) of merchantability, suitability, fitness for a particular purpose, function, design, quality, capacity, freedom from defects and/or good and workmanlike performance, as well as any warranty(ies) arising from or in connection with any course of dealing, course of performance or usage of trade) regarding any item(s) or service(s) referenced herein, nor does HRTE or any TPO make any warranty(ies) against interference or infringement, all of which you hereby waive. **No descriptions, specifications, depictions or advertisements constitute representations or warranties by HRTE or any TPO. There are no warranties that extend beyond the face of this contract.**

11. **INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, ALL RISK(S) OF PERSONAL AND BODILY INJURY, ILLNESS, LOSS, PROPERTY DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DELIVERY, SETUP, INSTALLATION, DEINSTALLATION, MALFUNCTION, COLLAPSE, STORAGE, CLEANING, SERVICING, MAINTENANCE, REPAIR, AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, HRTE, EACH TPO, and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee" and collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, contractors, guests, invitees, sublessees, successors and/or assigns; and except only as provided in § 6, (C) **WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.**

12. **INSURANCE:** You agree to maintain all insurance HRTE may require, including: (a) public and host liquor liability insurance with minimum limits of \$1,000,000 per occurrence; and (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof. All such policies shall, to the maximum extent possible: (i) name HRTE as an additional insured and loss payee; (ii) waive subrogation against the Indemnitees; (iii) be primary and non-contributory; and (iv) include a severability of interests clause and such other provisions as we may require. You irrevocably appoint HRTE as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.

13. **DEFAULT:** Your duties hereunder are unconditional. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, unless covered by LDW per § 8, damaged, you will be in default under this Contract, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or this Contract (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the balance of the scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval, repossession and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which are cumulative.

14. **FORCE MAJEURE:** We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via the use of GPS, Electronic Logging Devices, and/or telematics) any Rented Item(s) at any time, and all information thereby obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. You hereby grant to HRTE a perpetual, royalty free, worldwide right and license to create, edit, display, and distribute one or more images of your event(s) that include one or more Rented Item(s). If any performance required of us is delayed or impaired as a result of any act or omission of/by you, Any Other Provider(s) or any "Act of God," and/or event of force majeure (including fire, flood, storm, earthquake, tsunami, slide, subsidence, collapse, riot, war, violence or threat thereof, theft, terrorism, cyber-attack, supplier delay, strike, shutdown, power surge or outage, epidemic, pandemic and governmental and regulatory actions) or other events, facts or circumstances beyond our reasonable control, we will be excused from such performance.

15. **SALES:** Any item(s) sold to you ("Sale Items"), as provided on P.1 are provided "**AS-IS**" and "**WITH ALL FAULTS**," and are subject to the terms of this Contract (modified to address sales); provided that our obligations under § 6 shall expire and terminate 3 days after the date of purchase. All item(s) not specifically identified as Sale Items on P.1 will be deemed to be "Rented Item(s)".

16. **MISCELLANEOUS:** You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of 18% per annum or the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit/credit card(s) you provide and agree to pay us the maximum lawful charge for any unpaid returned check. Our maximum liability in connection with this Contract is limited to the Rent we receive from you hereunder. You agree to pay (and with respect to Illinois use tax, reimburse us for) all sales, renting occupation, use and other taxes, as well as all tolls, fines, fees, assessments, and other charges related to the Rented Item(s) and/or this Contract. If legal action is commenced in connection herewith, we will be entitled to recover our associated costs, expenses and attorney's fees from you if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies, all of which are cumulative. This Contract, and any "Addenda" we provide, each of which is incorporated herein, constitute(s) the entire agreement between you and HRTE, superseding all other agreements and representations. The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot be modified without our written consent. Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from us at any time (unless we otherwise agree in writing). This Contract shall bind and be enforceable by and against you, HRTE, the other Indemnitees, and their respective permitted successors and assigns (there being no other third-party beneficiaries hereto).

17. **ARBITRATION:** At our option, dispute(s) with respect to this Contract and/or its subject matter shall be submitted to binding arbitration before a single arbitrator and at a location selected by HRTE at the offices of the American Arbitration Association. This Contract shall be interpreted and enforced under the laws of Illinois, and proper venue for all civil legal actions commenced in connection herewith which are not submitted to arbitration shall lie solely in the federal, state, and local courts located in or nearest to Champaign County, IL (unless waived by HRTE). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY.** Digital, electronic, photocopied, emailed, and facsimiled signatures and initials hereon will be deemed originals.

18. **THEFT WARNING:** Obtaining property of another by deception or false pretenses, and/or damaging or failing to return rented property, may be deemed theft, resulting in **CIVIL LIABILITY AND/OR CRIMINAL PROSECUTION.** See § 720 ILCS 5/16-1 and 3 and § 720 ILCS 5/17 for details.

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

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TERMS AND CONDITIONS OF RENTAL CONTRACT LARGE PRINT VERSION

For good and valuable consideration, you and Broman Resa, LLC, an Illinois limited liability company, d/b/a "Herriott's Rents Tents Events," and d/b/a "Herriott's Rents, Tents, & Events," (hereinafter, "HRTE") agree as follows:

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2. You agree to rent the Rented Item(s) from HRTE for the period(s) specified on P.1 (the "Term"), and to pay our stated rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and to remain liable for all injuries and damages (including all damage to such Item(s)) for the entire Term and until all Rented Item(s) is/are returned to and accepted by HRTE. Unless otherwise specifically agreed by HRTE, all rental rates are for normal use of the Rented Item(s) by you, on a single-event basis at the site during the Term, in accordance with the terms of this Contract. Additional charges will apply for any other uses, misuse, abuse, and late returns. No reduction or credit against the amount(s) coming due hereunder will be made or given for time in transit, event(s) of force majeure or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay HRTE: (i) the Estimated Rent and any deposit required (**refer to our separate deposit/cancellation policy**); and (ii) all other amounts coming due hereunder upon demand; and (b) that: (i) HRTE may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability hereunder; and (iv) all Prepayments are **NON-REFUNDABLE except** as provided in our deposit/cancellation policy. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.

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policies of insurance at all times. **YOU SHALL NOT**, nor shall you permit anyone else to: (A) use or permit the use of open flames other than chafing dishes, in or under any rented tent; (B) abuse, misuse, overuse, reposition, reconfigure, remove from the Site, conceal, repair, modify or damage any Rented Item; (C) violate any applicable law, policy of insurance or warranty; or (D) take possession of or exercise control over any Rented Item without our prior consent, granted, conditioned or withheld in our sole discretion.

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6. MALFUNCTIONS: You will immediately cease using any Item that breaks down or proves defective (a "Malfunction"). You agree to immediately notify, and if requested, promptly return the Malfunctioning Item to, HRTE. Provided such Malfunction did not result from or in connection with any breach of this Contract by, or any wrongful or negligent act or omission of, you or anyone you permit to use or deal with any Rented Item(s), we may, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item; (i) return the unused portion of the Rent; and (ii) cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligation(s) regarding Malfunctions, all of which you waive together with all associated incidental and consequential damages.

7. SAFETY WARNINGS AND PRECAUTIONS: THE RENTED ITEM(S) CAN BE **DANGEROUS**, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CAUSE ALL OTHERS TO EXERCISE, **EXTREME CARE** WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S); (C) ensure that each Rented Item is used reasonably, safely and only: (i) **for its intended purpose(s)**; (ii) within its rated capacity; (iii) at the Site; (iv) **BY PROPERLY TRAINED, QUALIFIED, CERTIFIED, FAMILIARIZED AND/OR LICENSED (AS APPLICABLE) ADULTS**; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times. Accordingly, you will not, nor will you permit anyone else to use any Rented Item while under the influence of any intoxicant(s) (including without limitation, **CANNABIS, CANNABINOIDS, AND ALCOHOL, WHETHER OR NOT LEGAL OR MEDICINAL**) or to abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item. **IMPORTANT:** Chairs typically have a capacity limit of **250 lbs. DO NOT ALLOW ANY PERSON WHO WEIGHS MORE THAN 250 POUNDS TO OCCUPY ANY CHAIR PROVIDED BY HRTE.** You agree to ensure that all **children** in, on or near any Rented Item(s) are supervised by a competent adult at all times. You will evacuate, and permit HRTE to delay delivery, installation and/or use of, or dismantle and/or retrieve any Rented Item(s), without obligating HRTE to do so, if any hazard (including without limitation, severe weather and/or contamination) occurs or threatens. You shall not expose any Rented Item(s) to any flammable, explosive, harmful, hazardous, or illegal substance(s) or circumstance(s).

8. DAMAGE WAIVER: If and only if, we have offered, and you have paid for our **OPTIONAL LIMITED DAMAGE WAIVER ("LDW")** (set forth on P.1, if available) in advance of the Term, you will have no liability to us for the first \$5,000 of repair/replacement costs for accidental physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your agents, employees, sublessees, transferees, borrowers, successors and/or assigns; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s); and (B) all repair and replacement costs exceeding \$5,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 12. Your insurance, if any, will continue to apply and will remain primary. You agree to assist us in recovering thereunder for all losses covered by LDW. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

9. **OWNERSHIP:** Except with respect to Rented Items which HRTE rents from one or more third parties (each a "Third Party Owner" or "TPO") and then re-rents to you ("Re-Rented Items"), HRTE owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. **You SHALL NOT transfer, sublease, or assign any Rented Item or this Contract** without the prior written consent of HRTE (in our sole discretion). HRTE may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee, who shall not be responsible for any pre-existing obligations or liabilities of HRTE.

10. **NO WARRANTIES:** HRTE is not the manufacturer or designer of any of the item(s) referenced in this contract, all of which are provided "**as-is**". Neither HRTE nor any TPO, makes any warranty(ies), express or implied (including any warranty(ies) of **merchantability, suitability, fitness for a particular purpose, function, design, quality, capacity, freedom from defects and/or good and workmanlike performance, as well as any warranty(ies) arising from or in connection with any course of dealing, course of performance or usage of trade**) regarding any item(s) or service(s) referenced herein, nor does HRTE or any TPO make any warranty(ies) against interference or infringement, all of which you hereby waive. **No descriptions, specifications, depictions or advertisements constitute representations or warranties by HRTE or any TPO.** There are no warranties that extend beyond the face of this contract.

11. **INDEMNITY:** **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, ALL RISK(S) OF PERSONAL AND BODILY INJURY, ILLNESS, LOSS, PROPERTY DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DELIVERY, SETUP, INSTALLATION, DEINSTALLATION, MALFUNCTION, COLLAPSE, STORAGE, CLEANING, SERVICING, MAINTENANCE, REPAIR, AND/OR RETRIEVAL THEREOF, WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, HRTE, EACH TPO,** and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee" and collectively, the "Indemnitees"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, contractors, guests, invitees, sublessees, successors and/or assigns; and except only as provided in § 6, **(C) WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.

12. **INSURANCE:** You agree to maintain all insurance HRTE may require, including: (a) public and host liquor liability insurance with minimum limits of \$1,000,000 per occurrence; and (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof. All such policies shall, to the maximum extent possible: (i) name HRTE as an additional insured and loss payee; (ii) waive subrogation against the Indemnitees; (iii) be primary and non-contributory; and (iv) include a severability of interests clause and such other provisions as we may require. You irrevocably appoint HRTE as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.

13. **DEFAULT:** Your duties hereunder are **unconditional**. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder or in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or, unless covered by LDW per § 8, damaged, you will be in default under this Contract, whereupon, we may **with or without legal process or notice (and without liability to you)**, to the maximum extent permitted under applicable law: (i) cancel the Term and/or this Contract (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase

replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the balance of the scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval, repossession and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which are cumulative.

14. FORCE MAJEURE: We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via the use of GPS, Electronic Logging Devices, and/or telematics) any Rented Item(s) at any time, and all information thereby obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. You hereby grant to HRTE a perpetual, royalty free, worldwide right and license to create, edit, display, and distribute one or more images of your event(s) that include one or more Rented Item(s). If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," and/or event of *force majeure* (including fire, flood, storm, earthquake, tsunami, slide, subsidence, collapse, riot, war, violence or threat thereof, theft, terrorism, cyber-attack, supplier delay, strike, shutdown, power surge or outage, epidemic, pandemic and governmental and regulatory actions) or other events, facts or circumstances beyond our reasonable control, we will be excused from such performance.

15. SALES: Any item(s) sold to you ("Sale Items"), as provided on P.1 are provided "**AS-IS**" and "**WITH ALL FAULTS**," and are subject to the terms of this Contract (modified to address sales); provided that our obligations under § 6 shall expire and terminate 3 days after the date of purchase. All item(s) not specifically identified as Sale Items on P.1 will be deemed to be "Rented Item(s)".

16. MISCELLANEOUS: You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of 18% per annum or the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit/credit card(s) you provide and agree to pay us the maximum lawful charge for any unpaid returned check. Our maximum liability in connection with this Contract is limited to the Rent we receive from you hereunder. You agree to pay (and with respect to Illinois use tax, reimburse us for) all sales, renting occupation, use and other taxes, as well as all tolls, fines, fees, assessments, and other charges related to the Rented Item(s) and/or this Contract. If legal action is commenced in connection herewith, we will be entitled to recover our associated costs, expenses and attorney's fees from you if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies, all of which are cumulative. This Contract, and any "Addenda" we provide, each of which is incorporated herein, constitute(s) the entire agreement between you and HRTE, superseding all other agreements and representations. The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot be modified without our written consent. Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from us at any time (unless we otherwise agree in writing). This Contract shall bind and be enforceable by and against you, HRTE, the other Indemnitees, and their respective permitted successors and assigns (there being no other third-party beneficiaries hereto).

17. ARBITRATION: At our option, dispute(s) with respect to this Contract and/or its subject matter shall be submitted to binding arbitration before a single arbitrator and at a location selected by HRTE at the offices of the American Arbitration Association. This Contract shall be interpreted and enforced under the laws of Illinois, and proper venue for all civil legal actions commenced in connection herewith which are not submitted to arbitration shall lie solely in the federal, state, and local courts located in or nearest to Champaign County, IL (unless waived by HRTE). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. **EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY.** Digital, electronic, photocopied, emailed, and facsimiled signatures and initials hereon will be deemed originals.

18. THEFT WARNING: Obtaining property of another by deception or false pretenses, and/or damaging or failing to return rented property, may be deemed theft, resulting in **CIVIL LIABILITY** AND/OR **CRIMINAL PROSECUTION**. See § 720 ILCS 5/16-1 and 3 and § 720 ILCS 5/17 for details.