



TEMPORARY STRUCTURES ADDENDUM EVACUATION PLAN GUIDELINES

OSHA Regulation, 29 CFR Section 1910.38 sets forth the requirements for an Emergency Evacuation Plan

The tent(s), inflatable(s), amusement(s), stage(s), floor(s), and/or other temporary structure(s) (each being hereinafter referred to as a "Temporary Structure") you have rented from HI Rio Events LLC, a Hawaii limited liability company, d/b/a "Rio Event Design" and d/b/a "Sperry Tents Hawaii" (hereinafter also referred to as "HRE," "Lessor," "we," "us," and "our") will be erected to provide temporary accommodations for your event. Temporary structures can provide protection from moderate weather but ARE **NOT DESIGNED FOR USE AS SHELTER IN SEVERE WEATHER**. Consequently, one or more Item(s) rented from HRE may need to be evacuated in the event of severe weather and/or other emergency situations. USE THIS ADDENDUM FOR ALL FUTURE RENTALS FROM HRE.

It is your ("Customer's" or "Lessee's") responsibility to ensure your guests' safety. HRE recommends that you develop an emergency evacuation plan so you are prepared to act decisively in the event of an emergency during your event. Following are suggested guidelines for developing an emergency evacuation plan.

Situation	Why you may need to evacuate
Lightning	The temporary structure is not grounded.
High / Gusty Winds (over 15 mph)	It subjects structure to forces beyond its limitations; the structure cannot protect occupants from flying debris.
Excessive Rain	It subjects structure to forces beyond its limitations; saturation of ground with water may compromise securement.
Snow, Hail and/or Sleet	It subjects structure to forces beyond its limitations.
Ice storm	It subjects structure to forces beyond its limitations.
Flooding	Saturation of ground with water may compromise securement.
Smoke, Fire or Explosion	The structure cannot protect occupants from excessive heat, flames or flying debris, and may trap smoke, gas or other harmful airborne substances.
Gas leak	Leaks may create the risk of fire or explosion. Atmospheric conditions may not be suitable for occupants.
Riot, War, Commotion, Civil Unrest, Terrorism	Structure cannot protect occupants from physical harm due to riot, war, commotion, civil unrest, terrorism or threats thereof.
Earth movement (e.g., tremor, landslide)	Ground conditions may not be suitable for occupants and may compromise the structure's integrity, stability or securement.

Note: This is not an all-inclusive list. You and your point person(s) should determine any and all emergency conditions that could arise during your event.

BEFORE YOUR EVENT:

1. Emergency Shelter: Work with your point person(s) to determine where guests will seek shelter if necessary:

- Identify a nearby permanent building large enough to accommodate your guests, or if no such building is available, another form of reasonably sufficient shelter or other location recommended by the *National Weather Service* or *Emergency Alert System* to serve as an emergency shelter.
- Make sure the building will be open and accessible during your event.
- Determine how guests will get there (e.g., the route to take, travel by foot or car, etc.).
- Make a note of the building's address in case you have to call for emergency assistance.

2. Communication: Make sure you have telephone and other methods of communication in the event of injuries. Pre-program emergency numbers in your mobile phone so you can act quickly to call police and/or emergency response personnel if necessary.

Depending on the size of your event, backup communications may be needed in situations where there is no electrical power, cell phone signals are interrupted, etc.

3. Your Designated Point Person(s) Will be Responsible for:

- Monitoring** a weather source (such as the *National Weather Service*) two or more hours before your event begins, checking specifically for **SEVERE WEATHER ALERTS**.
- Deciding** whether or not to proceed with the event under the tent(s) based on that information.
- Checking** each rented structure for any changes since installation (for example, stakes pulling out of the ground, loose poles, ropes or straps etc.).

If severe weather occurs or threatens, or if you notice anything unusual call us immediately at: **(808) 874-0412**.

DURING YOUR EVENT:

4. Monitor the WEATHER, and IMPLEMENT YOUR EVACUATION PLAN IF ANY ONE OR MORE OF THE FOLLOWING OCCUR(S):

- Severe Weather Alert:** If a Severe Weather Alert is posted by the National Weather Service.
- Lightning Strike:** If lightning strikes within 1 mile (count of less than 5 seconds between lightning and thunder).
- Threatening Weather:** Dark clouds are approaching.
- High Winds:** High winds causing large trees to sway or leaves to be ripped off trees (typically, winds in excess of 15 mph).
- Smoke, Fire or Explosion.**
- Heavy Precipitation:** Heavy rain, snow, hail or sleet begins falling or accumulating on the tent(s) (e.g., rain falling so hard that it runs off the tent walls in sheets, precipitation accumulating on the top(s) of the tent(s), etc.).
- Flooding:** Water running through the tent or surrounding area.
- Gas leak.**
- Anchoring Failure:** Any of the anchoring devices fail(s) or the Rented Item(s), any pole(s) or wall(s) begin(s) to move, tilt or bend.

IF A DECISION IS MADE TO EVACUATE YOU MUST:

- Make a Public Announcement:** Announce immediately that there is a weather or other emergency and that it is unsafe to stay in or under any Temporary Structure. Require all occupants to evacuate immediately and take shelter in the location(s) you've chosen as emergency shelter(s).
- Render Assistance:** Assist your guests along the evacuation route to the emergency shelter.

AFTER AN EVACUATION, even if the Rented Item(s) appear(s) to be intact, it/they may not be safe to return to. For example, one or more stakes may have been pulled out of the ground or there may be loose poles, ropes or straps. **Contact HRE so we can inspect each structure BEFORE you permit anyone to reenter and/or resume your event.**

SAMPLE EVACUATION PLAN

Post in a Public Place on or Near Rented Item(s)

The undersigned ("Provider") is providing one or more tent(s), inflatable(s), amusement(s), stage(s), floor(s), and/or other temporary structure(s) (each, a "Temporary Structure") at Provider's event. Each Temporary Structure is intended to provide only temporary accommodations. **Temporary Structures are NOT DESIGNED FOR USE AS SHELTER IN SEVERE WEATHER.**

The Above Referenced Temporary Structure(s) May Need to be Evacuated

if Severe Weather threatens/occurs, or in other types of emergency situations.

Designated Point Person(s) (The Person(s) who will be in charge of Provider's emergency plan and will be on site for the Provider's entire event). The point person(s) will be responsible during the event for monitoring the weather, determining whether to evacuate, and acting decisively and authoritatively to instruct guests to do so:

Name: _____ Cell Number: _____

Name: _____ Cell Number: _____

Emergency conditions to be particularly aware of (check all that apply to your region/seasonality):

- | | | |
|---|--|---|
| <input type="checkbox"/> Lightning | <input type="checkbox"/> Heavy rainfall | <input type="checkbox"/> Ice storm |
| <input type="checkbox"/> Hail or sleet | <input type="checkbox"/> Flash flooding | <input type="checkbox"/> Smoke, Fire or Explosion |
| <input type="checkbox"/> Damaging winds | <input type="checkbox"/> Accumulation of Precipitation | <input type="checkbox"/> Gas leak |
| <input type="checkbox"/> Earth movement | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

Emergency Shelter:

Name/Identification: _____ Phone No.: _____

Location/Address: _____

Confirmed the shelter will be open and available: Yes

Evacuation Route (From Rented Item(s) to Emergency Shelter): _____

Backup Method for Communication:

PA Cell Phone Walkie-talkie Bull Horn Other: _____

During the event:

An initial announcement of location of emergency shelter will be made. Yes No

If yes, by whom: _____

Weather alert radio Radio TV Cell Phone App Other: _____

Emergency Contact Numbers:

Fire Dept.: _____ Hospital/Med. Center: _____ Police: _____

On-Call Physician/EMT/Nurse: _____ Event Planner: _____ Rental Customer: _____

Questions? Contact Provider at: _____

Signature of Lessee (Provider of Evacuation Plan): _____



TEMPORARY STRUCTURES ADDENDUM

SAFETY RULES FOR TEMPORARY STRUCTURES



The following **SAFETY RULES** apply to any and all Temporary Structures (each being also referred to herein as a “Rented Item”) provided by HI Rio Events LLC, d/b/a “Rio Event Design” and d/b/a “Sperry Tents Hawaii” (also referred to herein as “HRE,” “Lessor,” “we,” “us,” and “our”) under the terms of each Rental Contract (the “Contract”) between HRE and its customers (hereinafter referred to as “Customer,” “Lessee,” “you” and/or “your”).

RULE #1: ENSURE THE SITE IS PROPERLY PREPARED

The installation site (“Site”) must be reasonably uniform, safe, clean, flat, smooth, dry and free of debris at all times. You must also ensure that the Site has adequate 3-dimensional clearance (length, width and height), including the minimum clearance on each side and each end as required by the International Fire Code and NFPA standards. You agree to obtain, at your sole cost and expense, all necessary licenses, permits, authorizations and approvals, advise the appropriate Utilities Protection Service and mark all underground utilities and cables (call 811 or 866-423-7287 and go to www.callbeforeyoudig.org/hawaii at least 5 full business days in advance) including without limitation, water, gas, steam, sewer and electricity lines, underground sprinklers and television and data cables, and upon completion thereof, to provide complete and accurate diagrams thereof to HRE.

RULE #2: DO NOT USE YOUR OWN MEANS OF SECUREMENT (INCLUDING WITHOUT LIMITATION WEIGHTS), OR OTHERWISE ATTEMPT TO MOVE OR MODIFY AN INSTALLED RENTED ITEM WITHOUT OUR APPROVAL

Once a Rented Item has been set and anchored in place by HRE (or at our direction), attempting to move or modify it in any way can result in personal injury(ies) and/or property damage, and is strictly prohibited. Certain practices, such as attempting to relocate stakes, anchors or poles, reconfiguring the Rented Item’s footprint, or deinstalling side panels can destabilize the Rented Item and cause it to move, shift, tip or collapse, particularly in severe weather. Accordingly, you agree to refrain from doing so absent the express written approval of HRE.

RULE #3: LIMIT OR ELIMINATE FIRE HAZARDS WHEREVER POSSIBLE AND PLACE FOAM PADS AT ALL LANDING POINTS

Temporary Structures and/or their Contents can catch fire. You will: (a) not permit the use or storage of fire sources, open stoves or flammables inside of or unreasonably close to the interior or exterior of any Rented Item; (b) ensure all exits and landing points are clearly marked, properly padded, and unobstructed at all times; and (c) ensure all required fire extinguishers and other firefighting tools are reasonably accessible at all times.

RULE #4: DO NOT EXCEED MAXIMUM CAPACITY(IES)

Overcrowding is dangerous and can result in personal injuries, property damage and/or damage to the Rented Item(s). Exceeding a Rented Item’s capacity may also be a violation of applicable law(s), which can result in civil and/or criminal penalties. You agree to closely monitor utilization of the Rented Item(s) and ensure that its/their maximum capacity(ies) is/are not exceeded and it/they are not otherwise misused or overused.

RULE #5: DO NOT GRANT ACCESS TO UNRULY, HOSTILE OR INTOXICATED EVENT PATRONS

Person(s) who exhibit unruly or hostile behavior or appear to be intoxicated is/are strictly prohibited from entering or using any Rented Item.

RULE #6: ENSURE THAT CHILDREN ARE SUPERVISED BY A RESPONSIBLE ADULT AT ALL TIMES / NO SILLY STRING

NEVER permit children (those under the legal age of majority in the applicable state) to enter, use or have access to any Rented Item(s) unless supervised at all times by a responsible and competent adult. NO SILLY STRING is permitted in or on any Temporary Structure. You agree to pay us an additional cleaning fee of \$1,000 per temporary structure rented from us if silly string is found in or on any such temporary structure.

RULE #7: DO NOT PERMIT ACCUMULATION OF PRECIPITATION ON RENTED ITEMS

THE ACCUMULATION OF PRECIPITATION CAN DAMAGE A RENTED ITEM AND/OR CAUSE IT TO LEAK AND/OR COLLAPSE. ACCORDINGLY, YOU AGREE TO CAREFULLY MONITOR PRECIPITATION, TO PERIODICALLY REMOVE ALL ACCUMULATIONS OF PRECIPITATION FROM ALL RENTED ITEMS, AND TO COMPLY FULLY WITH ALL INSTRUCTIONS PROVIDED BY HRE.

RULE #8: PROTECT PERSONAL PROPERTY FROM WATER DAMAGE

RENTED ITEMS ARE NOT WATERPROOF. PRECIPITATION, INCLUDING RAIN, SNOW, SLEET AND HAIL, MAY AMONG OTHER THINGS, PENETRATE A RENTED ITEM’S SURFACE AND DAMAGE ITS CONTENTS (“WATER DAMAGE”). You therefore agree to take all necessary steps to protect any property that may be damaged as a result of contact with precipitation (including, but not limited to, linens, draperies, clothing, documents, furniture, collectibles, cameras, computers, video and sound equipment and other electronic devices) while stored under or inside any Rented Item.

RULE #9: MAINTAIN AND POST IN A CONSPICUOUS PLACE AN OSHA-COMPLIANT EVACUATION PLAN, AND EVACUATE THE RENTED ITEM(S) IN THE EVENT OF SEVERE WEATHER (SEE OUR SAMPLE EVACUATION PLAN AND GUIDELINES)

TENTS AND OTHER TEMPORARY STRUCTURES MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., rain, snow, sleet, hail and high winds). You agree to maintain and post in a conspicuous place, a written Evacuation Plan for all temporary structures, as required under OSHA Regulations (29 CFR Section 1910.38), and if severe weather occurs or threatens (for these purposes, “severe weather” includes lightning, hail, rain, snow, sleet and/or winds in excess of 15 mph), you agree to: (a) cause all occupants to DISCONTINUE USE OF AND EVACUATE such Rented Item(s); (b) protect the Rented Item(s) and its/their contents (including disconnecting all electrical devices and covering any property that may be subject to wind or water damage); and (c) PERMIT HRE, AT ITS SOLE OPTION, TO DELAY DELIVERY, OCCUPANCY AND/OR INSTALLATION OF, OR DISMANTLE AND/OR RETRIEVE, ANY OF SUCH RENTED ITEM(S) (without obligating HRE to do so).

IN ADDITION TO THE CUSTOMER’S OTHER LIABILITIES AND OBLIGATIONS ARISING UNDER THE RENTAL CONTRACT AND/OR RELATED DOCUMENTS, CUSTOMER HEREBY: (A) ASSUMES FULL RESPONSIBILITY (INCLUDING WITHOUT LIMITATION, ALL LIABILITY FOR PERSONAL AND/OR BODILY INJURIES AND PROPERTY DAMAGE (INCLUDING DAMAGE TO ANY RENTED ITEM(S)) ARISING FROM AND/OR IN CONNECTION WITH ANY FAILURE BY CUSTOMER AND/OR ANY OF CUSTOMER’S PARENTS, AFFILIATES AND/OR SUBSIDIARIES, AND/OR THEIR RESPECTIVE OWNERS, SHAREHOLDERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND/OR INVITEES (COLLECTIVELY, THE “CUSTOMER PARTIES”) TO FULLY AND TIMELY COMPLY WITH EACH OF THE FOREGOING SAFETY RULES; (B) FOR ITSELF AND FOR EACH OF THE CUSTOMER PARTIES, WAIVES AND RELINQUISHES ANY AND ALL RIGHTS, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES) AGAINST HRE, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “HRE PARTIES”) ARISING THEREFROM AND/OR IN CONNECTION THEREWITH (INCLUDING ANY SUCH FAILURE); AND (C) AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE HRE PARTIES (AND EACH OF THEM), FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES) ARISING IN CONNECTION THEREWITH.



TEMPORARY STRUCTURES ADDENDUM WAIVER, INDEMNITY AND RELEASE AGREEMENT



I, _____, representing _____
(Print Name) (Name of Customer)

(hereinafter, "Customer") have rented, or may in the future rent, one or more tent(s), inflatable(s), stage(s) and/or floor(s) (also referred to herein as "Rented Item(s)") from HI Rio Events LLC, d/b/a "Rio Event Design" and d/b/a "Sperry Tents Hawaii" (also referred to hereinafter as "HRE," "Lessor," "we," "us," and "our") under the terms of the Rental Contract(s) I have executed, or may in the future execute, with HRE (the "Rental Contract").

WHEREAS, one or more of such Rented Item(s) may be delivered to and/or installed by one or more employees and/or contractors of HRE at the "Site" specified in the applicable Rental Contract, it being acknowledged that certain Rented Item(s) must be anchored, typically by driving stakes or spikes into the ground to a depth of as much as **84 inches**;

WHEREAS, Customer acknowledges that: (a) installation of the Rented Item(s) at the applicable Site(s) may result in damage (including without limitation, damage to concrete and/or asphalt surfaces, flowers, plants, bushes and/or other improvements); and (b)(i) underground water, sewer, gas, drainage, power, cable television, internet and/or other service/utility lines, wires, pipes, conduits, etc. (collectively, "Lines") may be located at the subject Site(s), may not be visible upon inspection and, if ruptured, may cause substantial personal injury(ies) (including death), property damage, disruption of services and/or financial losses; and (ii) HRE and/or its employees may not be aware of the existence or location(s) of one or more of such Lines (including without limitation, private lines which may not be identified by public utility location services), unless advised by Customer of their existence and location, and properly marked on the surface of the ground.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein and in the applicable Rental Contract(s), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer agrees as follows:

1. **Identification and Marking of Lines:** Customer agrees to ensure that, prior to delivery and/or installation of the Rented Item(s) at the Site: (a) all Lines are clearly and properly marked on the surface of the ground; and (b) all required licenses, permits, authorizations and approvals (including without limitation, state, county, municipal, provincial and local permits, as well as the approval(s) of the owner(s) of the Site) have been obtained and will remain in effect for the duration of each of Customer's rentals of Rented Item(s) from HRE.
2. **ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **THE UNDERSIGNED, FOR HIM/HERSELF AND FOR THE CUSTOMER, HEREBY: (A) ASSUMES ALL RISK OF PERSONAL AND BODILY INJURY(IES) (INCLUDING DEATH), PROPERTY DAMAGE, DISRUPTION OF SERVICES AND/OR UTILITIES, FINANCIAL LOSS(ES), AND ANY AND ALL OTHER LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE RENTED ITEM(S) AND/OR SERVICE(S) PROVIDED BY AND/OR AT THE DIRECTION OF LESSOR, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE DELIVERY, INSTALLATION (INCLUDING WITHOUT LIMITATION, DAMAGE TO LINES, CONCRETE, ASPHALT AND/OR OTHER IMPROVEMENTS), USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION, BREAKDOWN AND/OR RETRIEVAL OF THE RENTED ITEM(S), WHETHER OR NOT THE FAULT OF THE UNDERSIGNED OR THE CUSTOMER; AND (B) RELEASES AND DISCHARGES, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HI RIO EVENTS LLC, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, DIRECTORS, AGENTS, CONTRACTORS, EMPLOYEES, INSURERS, REPRESENTATIVES, SUBROGEEES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ALL LIABILITIES ASSUMED UNDER SUBSECTION (A), AS WELL AS ATTORNEYS' FEES) ARISING FROM AND/OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH RENTED ITEM(S) AND/OR SERVICES (EVEN IF ARISING FROM ANY DEFECT(S) IN OR WITH RESPECT TO ANY RENTED ITEM(S) AND/OR THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF LESSOR, ITS AGENTS, EMPLOYEES AND/OR CONTRACTORS).**
3. **Miscellaneous:** This Addendum (including Pages 1 through 4 hereof) supplements each Rental Contract now or hereafter entered into between HI Rio Events LLC and the undersigned (or any entity represented or controlled by, controlling or under common control with the undersigned, and/or its/their respective affiliates) at any time, and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of Lessor under such Rental Contract(s), at law or in equity. Neither this Addendum nor any such Rental Contract may be otherwise modified, unless authorized in writing by HRE. The undersigned's handwritten, digital, electronic, photocopied or facsimiled signature and initials hereon will be enforceable as originals.

Acknowledged and agreed by the undersigned to be effective as of the effective date of each applicable Rental Contract.

(Signature: Customer/Lessee/Authorized Signatory)