

TERMS AND CONDITIONS OF RENTAL CONTRACT (Enlarged Version)

For good and valuable consideration, you and HI Rio Events LLC, d/b/a "Rio Event Design" and d/b/a "Sperry Tents Hawaii" (also referred to herein as "HRE," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to your Bid, Reservation, Contract or Invoice (as applicable); "Rented Item(s)" or "Items" means the items rented to you, as identified on P.1 (including any Re-Rented Item(s), as defined below, and any "Instructions" referenced in Section [or "§" 5] below); "Contract" means P.1, together with these Terms and Conditions; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1; and "Site" means the address set forth on P.1 where the Item(s) will be delivered and/or used.

2. You agree to rent the Rented Item(s) from HRE for the period(s) specified on P.1 (the "Term"), and to pay our stated Rental rate(s) and other amounts (collectively, the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and assume all responsibility for loss of and damage to such Item(s), until all Rented Item(s) is/are returned to and accepted by HRE in the return condition required under this Contract (including § 7). Unless otherwise specifically agreed by HRE, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. Additional amounts will be due for late returns, overuse, misuse and abuse. The Rent will not be reduced for weather events, time in transit or any other period of nonuse. We have estimated the charges due from you based on your request(s) for Rented Item(s) and/or services, and your estimate of the length of the Term ("Estimated Charges"). You agree: (a) to pay HRE: (i) any deposit specified on P.1 (or if no deposit is specified, 100% of the Estimated Charges) upon making your reservation with HRE; (ii) the remainder of the Estimated Charges not later than 7 days prior to the Term (together with the deposit, if any, the "Prepayment"); and (iii) all additional amounts coming due hereunder upon our demand; and (b) that: (i) we 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 to HRE; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise agreed in writing by HRE. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned. Anything to the contrary contained herein or in any Purchase Order, Reservation or other similar document to the contrary notwithstanding, unless otherwise specifically agreed in writing by HRE: (x) **NO ITEM(S) WILL BE RESERVED until we receive the Prepayment referenced above, and a fully executed Contract;** and (y) no bid we provide will remain valid for more than 15 days unless we otherwise agree in writing.

3. Except with respect to Items HRE rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), HRE alone owns and will retain title to all Rented Items. You will have exclusive control over the Rented Item(s) during the Term, subject however, to your obligation to use it/them in full compliance with this Contract during the Term. You **SHALL NOT**: (a) suffer or permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item; or (b) **loan, transfer, sublease, license, store, repair, surrender possession of or assign any Rented Item(s) or this Contract** without our prior written consent (in our sole discretion). We may: (a) substitute for any Rented Item(s) one or more other item(s) of substantially similar utility at any time and from time to time; and/or (b) sell and/or assign all or any part of our interests in the Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of HRE, at law or in equity.

4. You will ensure the Site is reasonably clean, safe, secure and otherwise fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery, installation and/or retrieval), you will: (a) pay our stated charge(s) for the same and for all waiting time (at our then-applicable hourly rates); (b) be present (or ensure your representative is present) at the Site at the agreed time(s); and (c) ensure our representatives have full access to the Site at all times. We will not be responsible for any delay(s) caused by you, your agents or any other parties,

including any providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless HRE. If you are not present upon delivery or retrieval of the Rented Item(s), you agree to accept the statements of our representatives regarding the same (including the status, location(s), condition and quantities of the Item(s) and the Site).

5. Upon your execution of this Contract (and upon any later delivery to or receipt by you of the Rented Items, unless you immediately reject it/them), you represent, warrant, acknowledge and agree that: (a) each of such Item(s): (i) has been carefully selected, examined, counted and tested by you; (ii) is complete and in good repair and operating condition, free of defects, and otherwise in all ways acceptable to you; and (iii) is appropriate for your purposes, not based on any recommendation by us; and: (b) you: (i) have received, read and understand all training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including without limitation, any and all applicable **Fire and Building Codes, EPA, OSHA, ANSI, ASME, IEEE, UL, IBC, IFC, NFPA, and SAIA Standards**) pertaining to the Rented Item(s) (collectively, "Instructions"); (ii) will fully comply therewith; (iii) will timely obtain all applicable licenses, authorizations, permits and approvals as well as the consent of the owner(s) of the Site, advise the appropriate Utilities Protection Center, and clearly and properly mark all underground lines and cables (**call 811 or 866-423-7287 and go to www.callbeforeyoudig.org/hawaii**) at least 5 working days prior to the scheduled commencement of the Term; (iv) will not permit the use or storage of fire sources, open stoves or flammables inside of or unreasonably close to any Rented Item; (v) will immediately cease using any Rented Item that breaks down, malfunctions or proves defective (a "Malfunction"); (vi) will ensure that adequate and proper power, heating and lighting are provided to and for the benefit of all Rented Item(s) at all times; and (vii) will cause all others to fully comply with this Contract at all times.

6. **AT ALL TIMES DURING THE TERM, YOU WILL ENSURE THAT:** (a) each Rented Item is used safely and **only**: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; and (iv) otherwise in full compliance with this Contract (including §§ 5, 6 and 7); and (b) **ALL CHILDREN USING OR OCCUPYING ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES.** You will not, nor will you permit anyone else to: (A) use open flames or store flammables in, under or near any Temporary Structure; (B) abuse, misuse, overuse, move, remove from the Site, reposition, conceal, repair, modify or damage any Rented Item; (C) violate any applicable law, rule, regulation, policy of insurance or warranty; (D) expose any Rented Item(s) to any harmful or hazardous substance(s) or circumstance(s); or (E) take possession of or exercise control over any Rented Item without the prior written consent of HRE.

7. You agree to: (a) protect all Rented Item(s) at all times; (b) keep them safely and securely stored out of the elements and locked when not in use; and (c) return them to HRE on time, complete, clean and in good order, condition and repair, free of dirt, debris, mold, mildew, burns, cuts, tears, stains, discoloration and frays. If you fail to comply with this § 7, then in addition to the amounts set forth on P.1 and your other obligations arising under this Contract, you agree to pay us: (i) Rent for each succeeding full rental period until all Rented Item(s) are returned or replaced as required; and (ii) all costs and expenses we incur in connection with such failure, including cleaning, servicing, repairing and/or replacing the subject Rented Item(s). Certain Rented Item(s) may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon their return to HRE, you will ensure that all Rented Items are properly Packed and free of burns, stains, mold, mildew and discoloration. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD, MILDEW AND/OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**

8. In the event of a Malfunction (as defined in § 5), you will immediately cease using and evacuate the Malfunctioning Item and notify HRE. Provided the Malfunction did not result from the wrongful or negligent act or omission, or any breach of this Contract, by you or any person(s) you permit to use, occupy or otherwise deal with any one or more of the Item(s), we will, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable replacement; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent for such Item and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. We will have no other obligations

regarding Malfunctions, all of which you waive, together with all associated direct, indirect, incidental, consequential, general, special, exemplary and punitive damages.

9. You agree to maintain all **INSURANCE** we may require in connection herewith, including commercial general and host liquor liability insurance with minimum limits of \$1,000,000 per occurrence, and property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof: (a) naming HRE as an additional insured and loss payee; (b) waiving subrogation against us; (c) being primary and non-contributory; and (d) including a severability of interests provision and such other terms (including deductibles) as we may require. You irrevocably and unconditionally appoint HRE as your agent and attorney-in-fact, coupled with an interest, for purposes of submitting and negotiating claims on all such policies.

10. **WARNING: TENTS, CANOPIES, STAGES AND FLOORS (“TEMPORARY STRUCTURES”), ELECTRONIC EQUIPMENT AND ITEMS USED FOR LIGHTING, COOKING AND/OR HEATING CAN BE DANGEROUS AND MAY MOVE, SHIFT, TIP, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY DURING SEVERE WEATHER** (e.g., heavy rain, snow, sleet, hail and winds over 15 mph). You agree to: (a) conspicuously post an OSHA-compliant **EVACUATION PLAN** on or near each Temporary Structure; and (b) if hazardous weather occurs or threatens: (i) **DISCONTINUE USING AND EVACUATE** such Item(s); (ii) notify us of the same as soon as possible; (iii) take all appropriate steps to: (A) ensure the safety of all occupants and their property; and (B) protect all Rented Items; and (iv) **PERMIT HRE, IN ITS SOLE DISCRETION, TO POSTPONE DELIVERY AND/OR INSTALLATION OF, AND/OR DISMANTLE, STORE AND/OR RETRIEVE ANY OR ALL OF SUCH ITEM(S)** (without obligating us to do so).

11. HRE IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S), ALL OF WHICH ARE PROVIDED **“AS-IS”**. NEITHER HRE 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 ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED HEREUNDER, NOR DOES HRE OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. **NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS, OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY HRE OR ANY TPO.**

12. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING 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, DEMONSTRATION, INSTALLATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, “RISKS”); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, HRE AND EACH TPO,** their respective parents, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an “Indemnitee”), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including attorneys’ fees) arising from and/or in connection with the Rented Item(s), this Contract and/or your breach of any one or more of the terms hereof; and except only as provided in § 8, **(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.**

13. 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 in connection herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or damaged, you will be in **DEFAULT** under this Contract, whereupon, we may with or without legal process or notice (and without liability to you or any guarantor), to the maximum extent permitted under applicable law: (i) terminate your rental(s); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, disable, disassemble and/or de-install any Rented Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you will 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 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 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. Time is of the essence. We may, without notice or liability to you, monitor and/or inspect any Item(s) at any time. If any performance required of us is impaired as a result of any act or omission of/by you, your agents or employees, any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You grant to us a perpetual, paid-up, royalty-free license to create, edit, distribute, display and copy all audio and visual representations (including without limitation, photos and videos) which include any of the Item(s). All amounts due from you hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability to you in connection with this Contract is limited to the amount(s) actually paid by you to us hereunder. 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 (except only as we otherwise agree). You agree to pay all taxes, fines, fees, tolls, duties, assessments and other charges related to each Item, this Contract and/or the transactions referenced herein. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy we may have. You authorize us to submit all amounts coming due under this Contract to any debit or credit card(s) you provide and waive all associated chargebacks.

15. This Contract, together with any addenda we provide (including our form of Temporary Structures Addendum), each of which is incorporated herein, represent(s) the entire agreement between you and HRE, superseding all other agreements and representations, including without limitation our website and advertising. The terms of this Contract are severable. If any of the term(s) hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot be further amended or extended except in a writing signed by HRE. If any legal action is commenced in connection with this Contract and/or the subject matter hereof, HRE will be entitled to recover its costs and expenses associated therewith (including its attorneys' fees and expenses) from you if HRE prevails. You acknowledge that: (a) this Contract: (i) is fair and reasonable; (ii) shall be governed by and interpreted under the laws of the State of Hawaii; and shall be enforceable by you, HI Rio Events LLC, the other Indemnitees, and such parties' respective permitted successors and assigns; and (b) proper venue for all civil legal proceedings commenced in connection with this Contract shall lie solely in the federal, state and local courts located in or nearest to Maui County, HI (unless waived by us). You consent and submit to such jurisdiction and venue and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied, emailed and facsimiled signatures and initials appearing on this Contract and/or any addenda will be deemed originals.

16. **WARNING:** The failure to return leased or rented personal property within fourteen days after the return date stated in the rental contract may be deemed **THEFT**, resulting in **CIVIL** and/or **CRIMINAL PENALTIES**. Refer to Haw. Rev. Stat. §708-837.5, *et-seq.* and their successor provision(s) for details.