



Rental Terms and Conditions

1. The following Rental Terms and Conditions are incorporated into the agreement (“Agreement”) between you (The “Customer”) and Creative Audio (The “Vendor”)(including, without limitation, any Scope of Services document). Please read and review these terms carefully. Signature to or an agreement of an Estimate or Invoice from Creative Audio constitutes acceptance of these Rental Terms and Conditions.
2. The Agreement shall commence as of the date hereof through the delivery of all services, including but not limited to professional audio, lighting, video, staging, and barricade rental costs and the costs of any technicians or laborers as described in the Estimate or Invoice (“the Services”) which have been provided to and hereby accepted by Customer and subject to the termination provision herein.
3. Vendor will make best efforts so that all Services comply in all material respects with any specifications provided to Vendor by Customer and that Services are performed consistent with prevailing industry standards and operated by qualified and certified personnel whenever applicable.
4. Customer agrees that any Services provided where equipment is outside the care and custody of Vendor will be operated with qualified and certified operators which are familiar with the safe and competent operation of the equipment whenever required.
5. Services provided by Vendor do not include the supervision, operation, or any other control over any other person, entity, or other vendor, including but not limited to any of the Customer’s subcontractors, artists, agents, venues or any other related entities and for their related activations, productions, or work not included in the Services provided by Vendor.
6. Customer is solely responsible for obtaining all necessary licenses or permits, providing security for the duration of the Services provided by Vendor, providing any other additional staff, contractors, or employees, and providing any catering or food service required in any form. Customer is also solely responsible for obtaining and providing adequate power services at any location the Services are to be utilized unless directly described in an Estimate or Invoice as a Service provided by Vendor.
7. Customer shall make payments to Vendor in consideration for the Services provided as described in the Estimate or Invoice plus any approved expenses as follows:



- (A) A Non-refundable Deposit as defined in the provided Estimate or Invoice to be applied towards the remaining balance due, and **funds to be received by Vendor and cleared by 10 A.M.** on the date defined in the provided Estimate or Invoice.
- (B) The remaining balance of the Estimate or Invoice will be **due upon Vendor arrival** at the location of Services to be rendered unless agreed to in writing by Vendor.
8. Customer must obtain and keep in force, at their own expense Commercial General Liability Insurance with minimum limits of \$1 Million each occurrence, and \$2 Million general aggregate. Certificates of Insurance naming the Vendor as additionally insured may be requested by the Vendor in writing and received by Customer within a minimum of 10 business days prior to the beginning of any Services provided. Customer must always provide such Certificate of Insurance in all instances where rental equipment from Vendor will be in Customer's sole care (i.e., "Dry Rental"). Certificates of Insurance that include full inland marine coverage of any rented or leased property of Vendor are required when outside the care and custody of the Vendor. Further, the Customer assumes responsibility for the full retail replacement value of any equipment or materials related to any of the equipment related to the Services while outside the care and custody of Vendor. Any deductible shall be the responsibility of the Customer and shall not apply to the Additional Insureds.
9. Vendor carries and will keep in force, at its own expense Commercial General Liability Insurance with minimum limits of \$1 Million each occurrence, and \$2 Million general aggregate. Certificates of Insurance naming the Customer as additionally insured may be requested by the Customer in writing and received by Vendor within a minimum of 10 business days prior to the beginning of any Services rendered.
10. Neither Vendor nor Customer shall be liable for any failure or delay in performing an obligation to the extent such failure results from circumstances or events beyond such party's reasonable control, including, without limitation, acts of God, riots, war, terrorist attack, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophe, governmental acts or omissions, changes in laws or regulations, national strikes, fire, or explosion ("**Force Majeure Event**"). For the avoidance of doubt, a **Force Majeure Event** shall not include: (I.) financial distress nor the inability of either party to make a profit or avoid a financial loss, (II.) changes in market prices or conditions, or (III.) a party's financial inability to perform its obligations hereunder.
11. For the purposes of the Agreement when mobile stages are included in the Services, adverse weather shall not be a Force Majeure Event unless windspeeds exceed the mandated limits of the High Wind Action Plan provided by "MSR Stages" the manufacturer of the mobile stage.



12. If the delivery of Services is cancelled for a **Force Majeure Event**, in full satisfaction of all obligations owed to Vendor or to any subcontractor/vendor retained by Vendor and included in the Services, Customer shall pay Vendor an amount as set forth below based on the date a written notice of the cancellation is sent: 100% of outstanding balance due if notice sent within 15 days of the set date of Services to be rendered, 50% of outstanding balance due if notice is sent within 30 days of the set date of Services to be rendered.
13. The Agreement is for Services to be rendered rain or shine. Vendor has the right, in good faith, to interrupt, postpone, or cancel any or all parts of the Services in the event of inclement weather and/or any other conditions which Vendor, or Producer, regard as hazardous to any person, persons, or equipment. Any such interruptions, postponement, or cancellations to any or all parts of the Services for such reasons shall not reduce the full compensation payable to Vendor specified herein.
14. Customer and Vendor both represent that they have the full right, power, and authority to enter into the Agreement for themselves and other parties and bind their principle to all obligations and liabilities created hereby, and will comply with all applicable laws, statutes, ordinances, codes, rules and regulations of the United States, and the states, cities or other political subdivisions thereof having jurisdiction.
15. Vendor will not be bound by any terms, representations or warranties that are not contained in the agreement. The provisions of the Agreement shall be severable so that the invalidity, unenforceability or waiver of any of the terms shall not affect the remaining terms.
16. Customer and Vendor agree that neither party makes any express warranties to the other party, and there are no implied warranties or conditions by either party, including the implied warranties of merchantability or fitness for a particular purpose, except when expressly stated in the Agreement.
17. Customer has the right to terminate for any breach of the Agreement by Vendor, if any breach is not resolved after five (5) business days following Vendor's receipt of written notice from Customer describing the nature of the breach. If termination is for any other reason, Vendor shall be promptly paid for all Services and for all commitments incurred pursuant to the Event Approved Budget.
18. Vendor shall indemnify, defend and hold harmless Customer, its respective affiliates, subsidiaries, directors, officers, managers, members, shareholders, partners and employees, agents, and successors and assigns of the foregoing ("Customer Entities") from and against any third-party claims, demands, actions, suits, recoveries, and/or judgments ("Claims") and out-of-pocket costs, charges, expenses or damages of any kind or nature related to such Claims, including,



without limitation, reasonable outside attorneys' fees and disbursements ("Losses"), but only to the extent such Claims and Losses directly arise out of or directly relate to: (i) any breach or alleged breach by Vendor of any of its representations, warranties or obligations under the Agreement, and (ii) any negligent act or omission, or willful misconduct of or by, Vendor or any of its agents, representatives or Vendors. For the avoidance of any doubt, Vendor's obligations under this provision does not include any Claims arising from, in any way, the acts or omissions of any other person or entity relating to the manufacture, delivery, supervision or operation of any amusement rides, amusement games, special effects (including but not limited to pyrotechnics, cryojets, confetti, confetti cannons, streamer cannons, and/or lasers).

19. Customer shall indemnify, defend and hold harmless Vendor and each of its respective affiliates, subsidiaries, directors, officers, managers, members, shareholders, partners, employees, agents, and successors and assigns of the foregoing ("Vendor Entities"), from and against any Claims and Losses, but only to the extent such Claims and Losses arise out of or directly relate to (i) any breach or alleged breach by Customer of any of its representations, warranties or obligations under the Agreement, and (ii) any negligent act or omission, or willful misconduct of or by, any or all Customer Entities and/or any of their respective employees, agents, representatives or Vendors, including those hired by Customer relating to the other activations or activities at the Event. For the avoidance of any doubt, Customer's obligations under this provision expressly includes Claims arising from, in any way, the acts or omissions of any other person or entity relating to the manufacture, delivery, supervision or operation of any amusement rides, amusement games, special effects (including but not limited to pyrotechnics, cryojets, confetti, confetti cannons, streamer cannons, and/or lasers).
20. Notwithstanding each party's indemnification obligations hereunder, in no event shall either party be liable to the other or to any person or entity for any consequential, exemplary, incidental, punitive, special or indirect damages of any kind (including, without limitation, lost profits or loss of business opportunities). Vendor's entire liability arising from the Agreement, whether in contract or tort, will not exceed the total amounts, if any, received by Vendor from Customer hereunder.
21. All notices given under the Agreement shall be made in writing, by personal delivery, certified mail or email at the respective address of Vendor and Customer set forth in the agreed Estimate or Invoice, unless either party at any time or times designates another address for itself by notifying the other party of it in writing, in which case all notices to that party shall thereafter be given at its most recently so designated address. Notice given by mail shall be deemed given on the date of its mailing, with postage prepaid or to be billed to the sender.



22. Vendor and Customer are independent entities with respect to each other, and nothing in the Agreement shall create any association, partnership, joint venture or agency relationship between them.
23. The Agreement may not be assigned or otherwise transferred or delegated by either party, whether voluntarily or by operation of law, without the prior written consent of the other party hereto, which consent may be withheld in the other party's sole discretion. The Agreement shall inure to the benefit of the parties' respective successors and permitted assigns.
24. If any provision of the Agreement is deemed to be invalid, unenforceable or prohibited by law, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect, and if any provision is deemed inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.
25. If a lawsuit is necessary to enforce the terms of the Agreement, the prevailing party shall receive reasonable attorneys fees, costs, and expenses.
26. The Agreement is entered into solely between and can be enforced only by Customer and Vendor. Except for the indemnitees, the Agreement shall not be deemed to create any rights or causes of action in or on behalf of any third parties, including employees, agents, representatives, Vendors, suppliers or customers of a party or any other third-party entity.
27. The failure of a party to insist in any one or more instances upon the strict performance of any provision of the Agreement shall not be construed as a waiver of such provision, but the same shall continue and remain in full force and effect. No waiver by a party shall be deemed to have been made unless expressed in writing and signed by all parties.
28. The Agreement may be executed by one or both of the parties to the Agreement in separate counterparts, and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of the Agreement by facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.
29. All rights and obligations that accrue pursuant to the Agreement prior to the expiration or termination of the Agreement, and the representations and warranties made in, and the indemnifications provided pursuant to the Agreement, shall survive the expiration or termination of the Agreement.
30. The Agreement shall be interpreted under and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles, and the parties agree to submit to the jurisdiction thereof. Any court of competent jurisdiction sitting within the State of Illinois, Winnebago County, will be the exclusive jurisdiction and venue therefor. In the event a dispute arises with respect



to performance under the Agreement, the parties shall endeavor to resolve such dispute by in-person meeting.

31. The parties each acknowledge that the terms and conditions of the Agreement have been the subject of active and complete negotiations, and that such terms and conditions should not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of the Agreement.
32. The Agreement may be executed in separate counterparts, which together shall constitute a single instrument. These Rental Terms and Conditions shall be deemed incorporated into the Agreement as signed by Customer.