

RENTAL AGREEMENT

1. RESPONSIBILITY AND USE DISCLAIMER WARRANTIES: The undersigned (“Lessee”) is responsible for the use of the leased items. Lessee assume all risks inherent to the operation and use of leased items, and agree to assume the entire responsibility for the defense of, and to pay, indemnity and hold HIGH DESERT EVENTS harmless from and hereby release HIGH DESERT EVENTS from, all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the items, whether or not it be claimed or found that such damage or injury resulted in whole or part from HIGH DESERT EVENTS negligence, from the defective condition of the items, or any other cause. LESSEE AGREES THAT NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT LEASED.

2. EQUIPMENT FAILURE: Lessee agrees to immediately discontinue the use of leased items should it at any time become unsafe or in a state of disrepair and will immediately (one hour or less) notify HIGH DESERT EVENTS of the facts. HIGH DESERT EVENTS agrees at our discretion to make the items operable in a reasonable time, or provide a like item if available, or make a like item available at another time, or adjust rental charges, This provision does not relieve the Lessee from obligations of this contract. In all events, HIGH DESERT EVENTS shall not be responsible for injury or damage resulting in failure or defect of leased item.

3. USE OF EQUIPMENT: Lessee agrees and covenants to be satisfied with the instruction and condition of the equipment leased and the proper and safe use of the equipment, and Lessee further agrees that the items will only be used at the address listed in this contract, and only for the purpose for which they were intended and manufactured. Subleasing or improper use is prohibited. Lessee agrees they have read all instruction manuals, operating instructions, and warnings related to leased items

4. EQUIPMENT RESPONSIBILITY: Lessee is responsible for equipment for entirety of possession, from time of receipt to time of return. Lessee assumes the entire risk of loss, regardless of cause. If items are lost, stolen, damaged, Lessee will assume cost of replacement or repair, including labor costs. Lessee shall pay a reasonable cleaning fee for leased items returned dirty.

5. RENTAL PERIOD: Lessee shall return the equipment leased hereunder on or before the agreed return date (as selected at time of booking).

6. TIME OF RETURN: Lessee's right of possession terminates upon the expiration of the rental period set forth in this contract. Time is of the essence in this contract. Any extension must be agreed upon in writing.

7. LATE RETURNS: Lessee shall either return leased items to HIGH DESERT EVENTS promptly upon, or prior to, expiration of rental period, or schedule pickup of such items to occur at a time and date prior to expiration of rental period. If Lessee does not return

leased items in this timely manner, the rental rate shall continue at a daily rate until items are returned.

8. RENTAL CHARGES: Lessee shall pay 50% (of rented items + any delivery/pickup charges) deposit at time of booking, the remaining 50% 7 days before event date, and any and all damage charges as evaluated by HIGH DESERT EVENTS after return of items, subject to Damage Waiver Fee Addendum below.

9. PAYMENT: Lessee shall pay all charges payable on this contract as set forth in the terms provided. However, all forgoing shall not limit the amount payable by Lessee hereunder and all additional amounts hereunder shall be paid immediately as such costs are incurred. Lessee shall pay all reasonable costs of collections, court, and attorney fees if necessary. If rental charges are not paid by the due date, HIGH DESERT EVENTS, at its discretion, may re-calculate rental charges on a daily basis. Lessee shall pay, in addition to any other amounts payable hereunder, a service charge ten percent (10%) per month on all past due accounts.

10. BOOKING DEPOSIT: Lessee shall pay a 50% refundable deposit at time of reservation. The fee is 50% of the original rental order including delivery/pickup charges. The deposit will be returned if the order is cancelled prior to 12 weeks before event date. Deposit will be forfeited if reservation is canceled within the 12 weeks immediately prior to event date. Likewise, if order is booked within the 12 weeks prior to event, the 50% deposit is non-refundable. If order is booked within 7 days prior to event date, the total must be paid in full at time of booking and the total amount is non-refundable.

11. DAMAGES: IF LESSEE DOES NOT CHOOSE TO PAY FOR THE DAMAGE WAIVER FEE, or if renting items which are exempt from the Damage Waiver Fee, Lessee is entirely, 100% responsible for the items rented while in the Lessee's possession (including during transportation, if Lessee chooses customer pickup and/or drop-off). HIGH DESERT EVENTS will inspect each item after return. If damage is found during inspection, HIGH DESERT EVENTS will evaluate the damage and charge Lessee's card on file or via any other payment method as necessary to repair or replace the item. Documentation of the damage will be provided to the Lessee prior to charges, and Lessee agrees to consent to this policy.

12. DELIVERY AND PICKUP: HIGH DESERT EVENTS delivers to floor level locations only. Delivery includes drop off only, no set up or breakdown services are offered at this time. Lessee shall clean and repackage (in original packaging) the leased items and if High Desert Events agrees to pick up the item, Lessee shall make it available to HIGH DESERT EVENTS for pick up at a mutually agreed upon, convenient, accessible location. Delivery and pickup shall be at the convenience of, and at the time designated by HIGH DESERT EVENTS. Lessee agrees to pay a service charge for each extra delivery or pickup call required by HIGH DESERT EVENTS.

13. CUSTOMER PICKUP AND DROP-OFF: Lessee agrees to take thorough measures to protect leased goods from damage during unloading, loading, set-up, and transportation. Customers who arrange to take HIGH DESERT EVENTS' cargo trailers to

transport their leased goods are stating that they have experience in competently pulling and backing a trailer safely and assume all responsibility for damage to the equipment and trailer while they are in their care. Lessee also assumes any and all responsibility for damage they may cause themselves or other drivers in the event an accident occurs while the equipment and trailer are in their care, and release and indemnify HIGH DESERT EVENTS from any liability caused by Lessee's use.

14. CARE OF EQUIPMENT: In addition to its other obligations hereunder, Lessee shall (a) pay a reasonable cleaning fee for items returned dirty, (b) protect the leased items from weather damage, breakage, and unauthorized, improper, or careless use, and (c) theft or loss while in possession of Lessee.

15. INSURANCE: Lessee shall maintain, at Lessee's expense, event, liability, property and casualty insurance coverage in amount sufficient to fully protect HIGH DESERT EVENTS, its owners, employees, and its equipment against any and all claims, loss, or damage. In the event of loss or damage, you shall exercise, and shall empower us to exercise all your rights to obtain recovery under insurance and shall cooperate with HIGH DESERT EVENTS to obtain recovery. All insurance proceeds that HIGH DESERT EVENTS would rightfully be entitled to shall be given or assigned to HIGH DESERT EVENTS.

16. SITE PREPARATION: Lessee agrees to have site cleaned and ready for delivery or pickup of the equipment, and also agrees to pay any additional charges for any delay incurred along with any labor charges resulting in Lessee's failure to do so.

17. PERMITS AND LICENSES: Lessee agrees prior to any installation of rental equipment including tents, to obtain at Lessee's expense, any and all necessary permits and licenses and other consents.

18. HOLD HARMLESS AGREEMENT: Lessee agrees all risk, and agrees to hold HIGH DESERT EVENTS, its owners, and any of its staff harmless from and against any and all claims, losses, liabilities, and damage, and all costs and expenses arising directly and indirectly at or relating to; (a) the delivery, loading, unloading, erection, installation, dismantling, and use of leased equipment, (b) contact of underground utilities, pipes, or any condition on Lessee's property, (c) all necessary surface repairs, and (d) any injury or damage during the use of leased equipment.

19. OPTIONAL DAMAGE WAIVER FEE: Lessee has the option to pay a Damage Waiver Fee ("DWF") to protect them against normal wear-and-tear of items leased. The terms of the DWF are set forth in the Damage Waiver Addendum attached hereto. This service must be specifically requested during the proposal phase of booking, or after initial payment, whereupon the Damage Waiver Fee will be added to your total and/or charged to your card, as per request. The DWF covers you against normal, everyday damage, caused by normal use, such as scratching, scuffing, minor repairable damage, and uncontrollable, weather-related events (such as unexpected wind gusts). The DWF does not cover against lost or stolen items, catastrophic damage, or preventable damage caused by improper or irresponsible use of the leased items. If Lessee does not choose to pay the DWF, Lessee accepts that any damage caused to the leased

items while in Lessee's care will be assessed by HIGH DESERT EVENTS after the event, and expenses required to replace or repair the items will be charged to the credit card on file. Lessee will be provided with photos of the damage, and notified prior to being charged. If the credit card on file is no longer valid, Lessee will still be required to supply payment for the damage.

DAMAGE WAIVER ADDENDUM.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL DAMAGE WAIVERS PROVIDED TO CUSTOMERS ("LESSEES") OF HIGH DESERT EVENTS. You, the "Customer" or "Lessee," are responsible for protecting all items leased to you (hereinafter, "Leased Item(s)") by HIGH DESERT EVENTS under the terms of your Rental Agreement from all losses, theft, damage, and destruction. Except as provided below, if any Leased Item(s) is/are lost, stolen, damaged or destroyed during Lessee's rental, Lessee will be responsible to HIGH DESERT EVENTS for all costs associated with repairing, restoring and/or replacing such Leased Item(s). Lessee may also be responsible to HIGH DESERT EVENTS for additional charges during the period required to repair, restore or replace any Leased Item(s) which is/are lost, damaged or destroyed, and/or the loss in value of such Leased Item(s). If HIGH DESERT EVENTS makes its Optional Damage Waiver available, and Lessee accepts it, and fully and timely pays to HIGH DESERT EVENTS the applicable Damage Waiver Fee reflected in the Rental Agreement, then to the extent set forth below, HIGH DESERT EVENTS agrees to waive certain claims against Lessee arising from physical damage to any Leased Item(s) covered by Damage Waiver (hereinafter, "Covered Item(s)"), subject to the remaining terms hereof. Lessee will otherwise remain liable for one hundred percent (100%) of all loss, theft, damage to or destruction of the Leased Item(s).

This Damage Waiver is a partial waiver of HIGH DESERT EVENTS' claims for damage to or destruction of only Covered Item(s). IT IS NOT INSURANCE, NOR IS IT A WARRANTY. If Damage Waiver has been offered by HIGH DESERT EVENTS and Lessee has paid the Damage Waiver Fee set forth in the Rental Agreement prior to commencement of Lessee's rental period, then subject to the remaining terms hereof, including without limitation the "Exceptions and Exclusions" set forth below, HIGH DESERT EVENTS will waive its right to recover from Lessee ninety percent (90%) of its cost(s) (hereinafter, "Repair/Replacement Costs") to repair or replace Covered Item(s) which is/are damaged or destroyed during the rental term set forth in the Rental Agreement (the "Term"); provided however, that: (a) Lessee will remain liable to HIGH DESERT EVENTS for a "deductible" equal to ten percent (10%) of such Repair/Replacement Costs; (b) Lessee must notify HIGH DESERT EVENTS in writing of any accident, loss, damage to, or destruction of Covered Item(s) within 24 hours thereafter; (c) Lessee must provide to HIGH DESERT EVENTS with reasonable documentary evidence of the nature and cause(s) thereof; (d) Lessee must return the subject Covered Item(s) to HIGH DESERT EVENTS, unless HIGH DESERT EVENTS elects to forego such return (in its sole discretion); and (e) Lessee must continue at all times to comply fully with the terms of the Rental Agreement, by among other things, fully and timely paying all amounts due and coming due to HIGH DESERT EVENTS.

Exceptions and Exclusions: The foregoing notwithstanding, the following are NOT COVERED under the Damage Waiver, and Lessee shall remain one hundred percent (100%) liable for:

(a) Any Leased Item(s) with respect to which Lessee does not pay a Damage Waiver Fee (as provided in the Rental Agreement);

(b) The “deductible” described above;

(c) Loss of or damage to Covered Item(s) due to intentional abuse, improper use, gross negligence, willful misconduct, or neglect;

(d) Loss of or damage to Covered Item(s) due to violation (by Lessee, Lessee’s agents, employees or contractors) of the terms of the Rental Agreement, any applicable laws, rules, regulations, policy(ies) of insurance, and/or any instructions and/or warnings provided by HIGH DESERT EVENTS;

(e) Loss of or damage to any Covered Item due to exceeding the rated capacity of such Leased Item;

(f) Any failure to return Covered Item(s) to HIGH DESERT EVENTS (including without limitation, loss, theft or disappearance);

(g) Damage to or destruction of Covered Item(s) resulting from any failure to properly maintain such Covered Item(s);

(h) Loss of or damage to any Covered Item due to failure to secure and/or protect it (e.g., by leaving it in an unprotected area, leaving it outside in severe weather, unlocked, etc.);

(i) Damage, destruction or loss of or to any Covered Item from anyone employed or engaged by Lessee and/or any other person you permit to use or otherwise deal with any Covered Item(s);

(j) All damage to electrical equipment;

(k) Loss of or damage to any intangible(s), including without limitation, data and intellectual property; and

(l) Loss of or damage to any Covered Item resulting from its exposure to hazardous, explosive, combustible, radioactive, toxic, corrosive, noxious or otherwise hazardous conditions, materials or substances.

Lessee is generally responsible for ALL COSTS AND EXPENSES ARISING RELATING TO ANY LOSS, THEFT, DAMAGE TO OR DESTRUCTION OF LEASED ITEM(S) regardless of whether Lessee was at fault. This can amount to thousands of dollars in additional expense, even for rental customers who maintain insurance (e.g., for deductibles, coverage limits, exclusions, etc.).

This Addendum shall be deemed to modify and supplement and shall be deemed incorporated into and become a part of the Rental Agreement. To the extent any of the terms of this Addendum conflict with the terms of the Rental Agreement, the terms of this Addendum shall control. The Rental Agreement shall otherwise remain in full force and effect, will be deemed incorporated herein.

If a Covered Item is damaged or destroyed during Lessee's rental, Lessee must advise High Desert Events of the date, time and suspected cause of the facts in writing, and photographs of the damage within twenty-four (24) hours, or prior to return, whichever comes first. In the event of a reportable accident or vandalism, Lessee must also properly complete and file a police report with local authorities. A copy of the police report must be provided to us within forty-eight (48) hours after the issue. Lessee will be one hundred percent (100%) responsible for all the issues that are not covered by this damage Waiver.

NO DAMAGE WAIVER COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH LESSEE DOES NOT PAY THE APPLICABLE DAMAGE WAIVER FEE.