



SHORE TENTS AND EVENTS LLC SAFETY RULES

The following Safety Rules apply to any and all tents and other temporary structures (each, a "Rented Item") provided by Shore Tents and Events LLC., a Florida LLC, d/b/a "Shore Tents and Events" (hereinafter, "ST&E," "Lessor," "we," "us," and "our") under the terms of its Rental Contract (the "Contract") with each of its customers (each being hereinafter referred to as, a "Customer," "you" and/or "your"). You, the "Customer/Lessee" identified in the Contract, agree to use each Rented Item **only for its intended purpose**, in a reasonable and safe manner, within its rated capacity, and otherwise in accordance with any and all applicable use, maintenance, repair and safety instructions provided by or at the direction of the appropriate manufacturer, as well as all applicable laws, rules, regulations, industry standards and policies of insurance. In addition, you agree to comply fully with the following specific Safety Rules at all times:

RULE #1 ENSURE THE INSTALLATION SITE IS PROPERLY PREPARED

The installation site ("Site") must be reasonably uniform, safe, clean, flat, smooth, dry and free of ice and snow 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 all necessary licenses, permits, authorizations and approvals and **mark all underground utilities and cables** including without limitation, water, gas, steam, sewer and electricity lines, underground sprinklers and television cables, at least 3 full business days prior to the scheduled delivery/installation date, and upon completion thereof, to provide complete and accurate copies of the same to ST&E.

RULE #2 USE OF WEIGHTS/WATER BARRELS TO ANCHOR RENTED ITEMS DISCOURAGED

WE STRONGLY DISCOURAGE USING WEIGHTS, SUCH AS WATER BARRELS AND/OR CONCRETE BUCKETS TO ANCHOR RENTED ITEMS. **WEIGHTS ARE INHERENTLY DANGEROUS.** If installation of any Rented Item proves impossible other than with the use of weights, and you elect to use them, **you do so at your own risk.** ST&E DISCLAIMS ALL LIABILITY ARISING IN CONNECTION THEREWITH, AND YOU (A) ASSUME ALL ASSOCIATED RISKS; (B) WAIVE AND RELINQUISH ANY AND ALL ASSOCIATED RIGHTS, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) AGAINST ST&E; AND (C) AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ST&E, ITS SHAREHOLDERS, OFFICERS, MANAGERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL ASSOCIATED LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES).

RULE #3 DO NOT ATTEMPT TO MOVE OR MODIFY AN INSTALLED TENT

Once a Rented Item has been set and anchored in place by ST&E (or at our direction), attempting to move or modify it in any way **can result in severe 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 or collapse, particularly in severe weather. Accordingly, you agree to refrain from doing so absent the express written approval of Shore Tents and Events.

RULE #4 LIMIT OR ELIMINATE FIRE HAZARDS WHEREVER POSSIBLE

Tents and linens 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 exit routes are clearly marked and remain unobstructed at all times; and (c) ensure all required fire extinguishers and other firefighting tools are reasonably accessible at all times.

RULE #5 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 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.

RULE #6 DO NOT GRANT ACCESS TO UNRULY, HOSTILE OR INTOXICATED EVENT PATRONS

Event patrons occasionally become unruly, hostile and/or intoxicated. Any and all person(s) who exhibit unruly or hostile behavior or appear to be intoxicated is/are expressly prohibited from entering any Rented Item.

RULE #7 DO NOT PERMIT ACCUMULATION OF SNOW, ICE, SLEET, HAIL OR RAIN ON TENTS

THE ACCUMULATION OF PRECIPITATION CAN DAMAGE A RENTED ITEM AND/OR CAUSE IT TO COLLAPSE. RENTED ITEMS ARE TYPICALLY NOT SNOW-RATED. ACCORDINGLY, YOU AGREE TO CAREFULLY MONITOR PRECIPITATION, TO PERIODICALLY REMOVE ALL SNOW, ICE, SLEET AND HAIL FROM ALL RENTED ITEMS, AND TO COMPLY FULLY WITH ALL INSTRUCTIONS PROVIDED BY ST&E (INCLUDING WITHOUT LIMITATION, THOSE CALLING FOR THE USE OF HEATERS IN ORDER TO LIMIT ACCUMULATION OF SNOW AND ICE ON TENTS.

RULE #8 PROTECT PERSONAL PROPERTY FROM WATER DAMAGE

RENTED ITEMS ARE NOT WATERPROOF. PRECIPITATION, INCLUDING RAIN, SNOW, ICE, SLEET OR HAIL, MAY 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 inside any Rented Item.

RULE #9 EVACUATE IN THE EVENT OF SEVERE WEATHER (SEE 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 an Evacuation Plan** for each Rented Item, 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, sleet, snow or ice, and/or winds in excess of 25 mph / 40 kph), you will: (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 water damage); and (c) **PERMIT ST&E, 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 ST&E to do so). **YOU ASSUME ALL RISKS ASSOCIATED WITH THE SAME.**

CUSTOMER/LESSEE ASSUMES FULL RESPONSIBILITY FOR ALL PERSONAL INJURIES AND PERSONAL PROPERTY DAMAGE (INCLUDING DAMAGE TO THE RENTED ITEM(S)) AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ST&E FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH THE SUBJECT RENTED ITEM(S) AND/OR CUSTOMER'S/LESSEE'S FAILURE TO COMPLY WITH ANY OF THE FOREGOING SAFETY RULES.

SHORE TENTS AND EVENTS LLC

INSPECTION AND ACCEPTANCE CERTIFICATE

I the undersigned, for myself and on behalf of the "Customer" or "Lessee" identified in the above referenced Rental Contract, hereby represent, warrant, confirm, acknowledge and agree as follows for the benefit of "Lessor," Shore Tents and Events LLC d/b/a "Shore Tents and Events": (a) I have carefully read, and I understand and agree to:

- (a) both the front page and reverse side of the above referenced Rental Contract;
- (b) the Safety Rules set forth on Page 1 of this Addendum; and
- (c) all other Addenda attached thereto (together, the "Rental Contract") for the item(s) rented to me/my company (each, a "Rented Item") by Shore Tents and Events;
- (d) I have received and accepted all Rented Items, and I am satisfied that they meet my needs (or the Customer's needs, as applicable) and are properly described in the Rental Contract;
- (e) I was not unfairly induced to sign this Addendum or the Rental Contract by any statements of the Lessor or any party representing the Lessor that do not appear in writing either in this Certificate or in the Rental Contract;
- (f) If I had any questions or concerns about the language contained in the Rental Contract, I had a reasonable opportunity before signing it to seek the advice of legal counsel and ask questions of Shore Tents and Events;
- (g) I do not feel that the Lessor has breached the Rental Contract in any way (or if I do, I have described the breach in writing and attached it to this Addendum, and I hereby waive any and all other claims of breach);
- (h) Each Rented Item has been delivered without damage and, has been installed properly, functions safely and properly for my intended use, and is otherwise in all ways acceptable to me;

(i) I have inspected and tested each Rented Item to my satisfaction and found it to be clean and in good working order, condition and repair, free of defects and otherwise in full compliance with the Rental Contract and all applicable laws;

(j) If the Rented Item(s) include any items requiring fuel, coolant, lubricants or other fluids, all of such fuel and/or fluids (as applicable) each had been filled upon my receipt of the subject Rented Item(s);

(k) If any Rented Item(s) was/were delivered and/or installed, I was notified in advance and given a reasonable opportunity to be present during such delivery and/or installation. Now that such delivery and/or installation (as applicable) is complete, I have thoroughly inspected the Site and each Rented Item, and I agree that:

(i) I am completely satisfied with such delivery and/or installation (as applicable) and the condition of the Site; and

(ii) No damage was done to the Site or any other property, unless I specifically authorized it and agreed to indemnify, defend and hold harmless ST&E for all of the same (which agreements are hereby reaffirmed); and

(l) That I, for myself and on behalf of the Customer/Lessee:

(i) will clean, repair, secure and maintain each Rented Item, and will take such actions as may be necessary to protect each Rented Item and ensure it is not damaged (e.g. marked, cut, torn, burned, broken, shattered, stained, cracked, faded, discolored, degraded, clogged, bent, molded and/or mildewed), destroyed, misused or stolen;

(ii) have received, read and understood all warnings, instructions, manuals, training (including all any required under applicable Fire Codes, as well as EPA, OSHA and/or ANSI Standards (including without limitation, the need to provide and maintain an evacuation plan, exit lighting, signage, fire extinguishers and other applicable safety precautions), if any, and other information regarding the proper and safe transportation, installation, use, maintenance, deinstallation, storage and packaging of each Rented Item, and I agree to fully comply with the same;

(iii) have received from ST&E a form of **Emergency Evacuation Plan**, together with instructions for its completion, and will post a complete and legible copy of such Plan (or a similar OSHA-compliant plan) in at least one conspicuous place in or on each tent, inflatable and other Temporary Structure (if any) included in the Rented Item(s) at all times during the Rental Term;

(iv) will use, and will make sure all other people use, each Rented Item properly and only for its intended purpose, in a reasonable and safe manner, and will discontinue use of any Rented Item, and warn others not to use it (including without limitation, **requiring them to evacuate all rented tents and other temporary structures immediately**), if and when it becomes apparent that:

(A) the circumstances surrounding the use of such Rented Item (e.g., severe weather, insufficient power, hazmat release, proximity to electrical wires, etc.) do not permit its/their safe use; and/or (B) any Rented Item is damaged, defective or unreasonably dangerous in any way; and

(v) **will indemnify, defend and hold harmless ST&E**, its owners, managers, agents, employees, contractors, insurers, subrogees, successors and assigns, from and against any and all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising in connection with any breach or inaccuracy in or with respect to any information, representation, covenant, warranty and/or agreement contained in this Certificate.

(k) This Addendum (i) is correct and complete in all respects; (ii) fully and accurately sets forth the facts related to, and all results of, all tests and inspections performed on or with respect to the subject Rented Item(s); and (iii) cannot be modified absent the express written consent of ST&E. The undersigned hereby waives all incidental and consequential damages against ST&E and agrees that, anything contained herein or in any other agreement between ST&E and Customer/Lessee notwithstanding, **the liability of ST&E to the Customer/Lessee is limited to the Rent actually paid by such Customer/Lessee to ST&E for use of the Rented Item(s)**. This Addendum (a) supplements, and does not limit or impair the above referenced (or other applicable) Rental Contract; and (b) applies not only to the Rented Item(s) identified in the Rental Contract, but *also to all other items* provided by ST&E (except only as otherwise agreed in writing by ST&E). All remedies of ST&E are cumulative. The Rent has been reduced in exchange for Customer's/Lessee's execution of this Addendum (without which, ST&E would charge a higher Rental rate). The undersigned acknowledges that the Rent reduction referenced above constitutes adequate consideration for Customer's/Lessee's execution of this Addendum and the agreements set forth herein. Any photocopy, facsimile, digital or electronic signature of the undersigned appearing hereon will be deemed the equivalent of an original for all purposes.

The undersigned has received, carefully reviewed and hereby agrees to each of the foregoing provisions as well as the Safety Rules appearing on Page 1 hereof.

Signature:

Customer / Lessee / Authorized Signatory

Date: _____