
EQUIPMENT RENTAL AGREEMENT AND DISCLAIMER

The conditions of this Equipment Rental Agreement and Disclaimer ("Rental Agreement"), together with Service Order Confirmation ("Order"), constitute a contract between SMG as agent for the Metropolitan Pier and Exposition Authority ("MPEA") and _____. The Effective Date is _____.

1. **TERM.** This Rental Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until terminated by either party. Notwithstanding the above, Licensee must have a valid Right of Entry License ("ROE") and current certificate of insurance on file with SMG in order to rent Equipment under this Rental Agreement. Upon the termination of this Rental Agreement, Licensee shall continue to be responsible for the payment of all charges and costs incurred hereunder through the date of termination of the Rental Agreement or an Order.
2. **RENTAL PERIOD.** The Rental Period for each Order shall correspond to the Start-End dates for the equipment listed on the Order. Licensee shall retrieve equipment from a designated storage site on the Start date and time set forth on the Order and return the equipment to the same storage site by the End date and time set forth on the Order.
3. **RENTAL RATES.** Licensee shall pay the Rental Rates for the entire Rental Period for all Equipment listed on the Order, at the rates therein stipulated and in accordance with the following:
 - a) Weekly Rental Rates shall not be subject to any deductions on account of any non-working time in the week. The amount of rent payable for any fraction of a week at the beginning or end of the Rental Period shall be the weekly Rental Rate, prorated according to the number of calendar days in such fraction.
 - b) Daily Rental Rates shall not be subject to deductions for any non-working time in the day and shall be paid for each calendar day in the month.
4. **PAYMENT TERMS.** Except as otherwise set forth in this Rental Agreement, Licensee agrees that payment is due at the time and order is placed. All payments shall be payable to "SMG" in immediately available U.S. funds. All payments shall be deemed to have been delivered when received. Licensee shall be liable for any reasonable attorneys' fees, court costs, costs of collection and all other fees incurred by SMG in its attempts to collect overdue payments.
5. **RETURN OF EQUIPMENT.** Licensee agrees to return all Equipment in the same condition as received, reasonable wear and tear excepted. If the Equipment is not returned in good condition on the End date and time set forth on the Order, prorated rental fees continue on a daily basis. SMG's acceptance of the return of the Equipment is not a waiver by SMG of any claims that it may have against Licensee, including claims for latent damage to the Equipment. If repairs or replacements are required, Licensee agrees to pay all labor, material and shipping charges. Licensee shall pay SMG Full Replacement Value as those amounts are set forth on the Equipment price list to replace any Equipment which is lost, stolen or damaged beyond repair.
6. **RECALL NOTICE.** SMG may recall any or all equipment upon ten (10) days written notice to Licensee and the Licensee may return any or all equipment upon a like notice to SMG.
7. **MAINTENANCE AND OPERATION.** Licensee shall use the Equipment in a prudent and proper manner and in compliance with all applicable manufacturer's specifications and government requirements. Licensee shall not make any alterations, additions, repairs or improvements to the Equipment or remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the Equipment. Licensee may sublet or allow third parties to use the Equipment, provided, however, that all third parties are subject to the terms and conditions of this Rental Agreement. The Equipment may not be used or sublet for any Event other than that described in the Order.
8. **OPERATORS.** Unless otherwise mutually agreed in writing, Licensee shall supply and pay all operators of the Equipment during the Rental Period. All operators shall be competent, hold all licenses and/or permits required by law and be employees of Licensee during the Rental Period. Licensee shall pay all salary or wages and all other applicable costs and shall provide and pay for all worker's compensation insurance and pay all payroll taxes required by law and applying to such operators and employees.
9. **DISCLAIMER OF WARRANTIES. SMG AND MPEA BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. SMG AND MPEA FURTHER DISCLAIM ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LICENSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO SMG, LICENSEE RENTS THE EQUIPMENT "AS IS". SMG AND MPEA SHALL NOT BE LIABLE IN ANY EVENT TO LICENSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.**
10. **INDEMNITY.** Upon acceptance by Licensee of the Equipment, Licensee agrees to inspect the Equipment within twenty-four (24) hours after acceptance or delivery. All defects or malfunctions must be reported to SMG within that time. Licensee shall indemnify SMG and MPEA against, and hold SMG and MPEA harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees, arising out of, connected

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with, or resulting from the Equipment or the Rental Agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the Equipment. Licensee shall further indemnify SMG and MPEA, and hold SMG and MPEA harmless from all loss and damage to the Equipment during the Rental Period. Licensee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Licensee's assumption of any and all liability for injury, disability and death of operators and other persons caused by the operation, use, control, handling, or transportation of the Equipment during the Rental Period. Licensee agrees to pay all attorneys fees and costs incurred by SMG or MPEA in enforcing its rights against third parties, regardless of whether litigation is commenced.

- 11. **NO DAMAGES, ASSUMPTION OF RISK.** Licensee acknowledges there is a risk of losses, injuries or damages arising from or related to the use or transportation of the Equipment and assumes all risk of such losses, injuries or damages. Licensee for itself and its customers releases SMG and MPEA from any and all responsibility or liability for such losses, injuries or damages which Licensee or its customers may experience arising from or related to the failure, use, maintenance, storage or transport of the Equipment.
- 12. **LOCATION.** Licensee shall not remove the Equipment from the Facility without the prior written consent of SMG.
- 13. **LOSSES, INSURANCE.** Licensee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the Full Replacement Value and shall carry public liability and property damage insurance covering the Equipment. All said insurance shall be in form and with companies approved by SMG and shall be in the joint names of Licensee, SMG and MPEA. Licensee shall pay the premiums thereof and deliver said policies, or duplicates thereof, to SMG. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to SMG, that it will give SMG ten (10) days written notice before the policy shall be altered or cancelled. The proceeds of such insurance, at the option of SMG, shall be applied toward either or both of the following: (a) the replacement, restoration, or repair of the Equipment; or (b) the payment of the obligations of Licensee hereunder. Licensee hereby appoints SMG as Licensee's attorney-in-fact to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for loss or damage under any such insurance policy.
- 14. **DEFAULT.** SMG may terminate this agreement immediately upon the failure of Licensee to make rental payments when due, or upon Licensee's filing for protection from creditors in any court of competent jurisdiction. Licensee hereby authorizes SMG to enter the premises upon which the Equipment is located to take possession and remove all of the Equipment from such site without court order or other process of law and to use what force is reasonably necessary to remove such Equipment. Licensee hereby waives any and all claims or damages occasioned by such entry or removal. All amounts past due shall bear interest at the highest rate permitted by law.

- 15. **TITLE TO GOODS.** Licensee has no right, title or interest to the Equipment, except as set forth in this Agreement. Licensee will not alter ownership markings on the Equipment. Licensee will keep the Equipment free from the claims of third parties.
- 16. **TERMINATION OF ROE, SECURITY DEPOSIT.** SMG shall have the right to terminate this Rental Agreement and/or Licensee's ROE to remedy any default under this Rental Agreement. SMG also reserves the right to charge a security deposit in connection with any Order. SMG will return the remaining balance of the security deposit to Licensee within thirty (30) days after termination of this Rental Agreement, provided Licensee has fully performed all its obligations hereunder.
- 17. **GOVERNING LAW, VENUE.** This Rental Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to its choice of law principles. Licensee agrees to submit to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any case or controversy arising out of, or in connection with, this Agreement.

<p>SMG as agent for the METROPOLITAN PIER AND EXPOSITION AUTHORITY</p> <p>_____</p> <p>David Causton, General Manager McCormick Place</p> <p>Date: _____</p>
<p>LICENSEE</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>