

## EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement is between 13 River Street LLC, a Massachusetts limited liability company, d/b/a International Cycling, having its principal place of business at 13 River Street, Plymouth, MA 02360 (hereinafter referred to as "Lessor"), and the named party in under "Billing:" in your requested workorder (hereinafter referred to as "Lessee").

1. **Description of Equipment.** Lessor hereby leases to Lessee the Equipment as described in the workorder provided to Lessee by Lessor, which is incorporated by reference herein and made part of this agreement.
2. **Event Description.** The Equipment set forth in the workorder/s shall be utilized in conjunction with Lessee's Event as described in the workorder/s or supplemental schedules, which are incorporated by reference herein and made part of this agreement.
3. **Equipment Rental Cost and Payment.** The total cost for the rental of the equipment is set forth on attached workorder/s which is incorporated by reference herein and made part of this agreement. The deposit payment indicated in workorder shall be due on signing of workorder. In the event Lessee fails to make the first payment as required hereunder, Lessor shall be under no obligation to perform and this Agreement shall be null and void at Lessor's sole option, unless such payment is made and accepted by Lessor. The remaining balance shall be paid in full upon installation (unless Lessee picks up and returns the equipment in which case said payment shall be due and payable upon pick-up). Payment shall be due only in accepted forms determined solely by Lessor. Outstanding balances (beyond 30 days from the completion of service or invoicing) may be subject to a monthly compounding late fee of 5% of the total balance due of the contract.
4. **Ownership and Use of Equipment.** The Equipment shall at all times remain and be the sole and exclusive property of Lessor. Lessee shall have no right or ownership interest in the Equipment, but only the right to use the same, upon the terms and conditions set forth in this agreement. The Equipment shall not be transferred, delivered or assigned to any other person, corporation or entity without the written consent of Lessor. At all times during this lease, Lessor shall have free access to the Equipment for any lawful purpose. However, the right of access shall create no obligations on the part of Lessor during the term of the Equipment rental for the Event. By leasing the Equipment hereunder, Lessor is not assuming any obligations with respect to Lessee's Event. Without limiting the foregoing, Lessee agrees that it has selected the Equipment based upon its own judgment. Lessee disclaims any reliance upon any statements or representations made by Lessor unless they are in writing and contained in this agreement. Lessor makes no warranty with respect to the Equipment being leased whether expressed or implied. Lessor specifically disclaims any warranty of fitness for a particular purpose (including aesthetics) other than that expressly stated by Lessor and any liability for consequential damages arising out of the use of or the inability to use the Equipment.
5. **Installation/Set Up of Equipment.** In the event that this Lease calls for installation (also referred to as Set Up) of any equipment by Lessor, the provisions relating to such installation are described attached work orders, which are incorporated by reference herein and made part of this agreement. If installation services are not included as part of the work order, then Lessor is not providing any installation services. Unless otherwise stated in such work order, it is expressly understood and agreed that Lessee is solely responsible for all determinations with respect to the equipment being leased including, but not limited to, the location of any fencing, size of trusses, and other leased equipment. The loading or unloading of any equipment from Lessor's vehicles is only included with the lease in the case of Lessor providing installation services. Any employees and/or independent contractors of Lessor are available solely to assist in the installation of leased equipment only, at no time is Lessor or its employees or independent contractors responsible for any matters relating to or caused by the Equipment installation including, but not limited to, delays induced by equipment installation caused by Lessee or other outside parties, due to inadequate staffing or planning by Lessee, improper assembly by Lessee, use or breakdown of Equipment leased hereunder. Further, unless Lessor expressly assumes signage obligations as a part of this agreement, Lessee is solely responsible for all signage including, but not limited to, the correct printing and cutting of all signage and the means of securing such signage to all trusses, fencing (and grand prix sign holders, if applicable). Lessee acknowledges that signage, banners, flags, and similar, which are affixed to leased equipment by any means, may reduce leased equipment's ability to withstand wind in a safe manner and may be required to be removed from leased equipment to ensure the safety of equipment, personnel, spectators, participants, etc.
6. **Damage to Equipment.** During the lease term and until the Equipment is redelivered to or collected by Lessor, all Equipment shall be held at the sole risk of Lessee and Lessee shall be responsible for any loss or destruction of any Equipment. If any of the Equipment is damaged prior to redelivery or collection, Lessee shall pay Lessor a sum equal to the replacement cost of any damaged equipment, in addition to any other payments required herein.
7. **Lessor and Lessee Duties and Obligations.**
  - A. Lessee is responsible for obtaining and paying for all permits for the Event and shall further implement and otherwise comply with all applicable laws, ordinances, rules, regulations or orders of all public authorities pertaining to the Equipment utilized for the Event. Further, if Lessor is providing its employees and/or independent contractors as part of this agreement for the purpose of installation, Lessee shall notify Lessor in advance of the Event of any permit requirements relating to utilization of the Equipment.
  - B. Notwithstanding any other provision contained in the agreement or otherwise agreed to in writing by the parties: i) Lessor shall be responsible to the Lessee for the acts, negligence or omissions of its employees and independent contractors but shall not be responsible for any acts, negligence or omissions of Lessee, its employees, independent contractors, event participants, volunteers or agents; and ii) Lessee shall be responsible to the Lessor for the acts, negligence or omissions of its employees, independent contractors, event participants, volunteers or agents but shall not be responsible for any acts, negligence or omissions of Lessor, its employees and independent contractors.
  - C. Each party agrees to purchase at its expense, from a duly authorized company, such insurance as will protect the other party from claims which may arise out of, or result from, the operations and/or conduct for which said party may be legally liable, including claims for property damage, Worker's Compensation, bodily injury and death. The minimum commercial general liability limits of this insurance coverage shall not be less than One Million (\$1,000,000.00) Dollars. Such insurance shall, to the extent obtainable, include a waiver of subrogation provision in favor of the other party.
  - D. Any changes to this agreement must be in writing and approved by a duly authorized representative of Lessor and Lessee.
  - E. If Lessor is unable to fulfill any of the requirements of this agreement due to unanticipated delays or any so called "acts of God," including, but not limited to, severe weather, acts of war, or acts of terrorism, Lessor shall not be liable to Lessee for any resulting non-compliance with the terms of this agreement; however, an equitable adjustment shall be made to the contract price.
8. **Additional Provisions.**
  - A. This agreement shall not be legally binding unless and until it is executed Lessee and accepted by Lessor. Lessor may rely upon the fact that the person signing for Lessee has due authority and Lessee may rely upon the fact that the person signing for Lessor has due authority.
  - B. Neither party to the Contract shall assign the Contract to any third party without an agreement in writing executed by the parties.
  - C. No individual director, officer, employee, or stockholder of either party shall be personally liable to the other party under this Contract, other than in the case of a sole proprietorship.
  - D. This Contract and the parties' rights and responsibilities there under shall be governed by Massachusetts law and courts.
  - E. In the event any court shall refuse to enforce any term or provision of this Contract, such a determination shall not affect the validity or enforceability of the balance thereof or of any other term or provision of this Contract, and all other terms shall remain in full force and effect to the fullest extent permitted by law.
  - F. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one Contract with the same effect as if the parties had signed the same signature page.
  - G. If the Contract is not physically signed before acceptance of leased equipment, the acceptance of leased equipment shall be considered the signing of this agreement and acceptance of any and all terms contain herein.