

This Agreement is between 13 River Street LLC (d/b/a International Cycling and Event Services), having its principal place of business in Plymouth, Massachusetts (hereinafter referred to as "Lessor"), and the party/s and their agents requesting the Order (hereinafter referred to as "Lessee").

1. **Description of Equipment.** Lessor hereby leases to Lessee the Equipment as described in the Order provided to Lessee by Lessor, which is incorporated by reference herein and made part of this agreement. All leased Equipment is solely for use as visual decoration and no representation of suitability shall be made or implied by Lessor.
2. **Order and Event Description.** The Equipment set forth in the Order shall only be utilized in conjunction with Lessee's Event at the time and location as described in the Order 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 in the Order. Deposit payments indicated in Order shall be due on signing. In the event Lessee fails to make deposit payments as required hereunder, Lessor shall be under no obligation to perform and this Agreement shall be null and void at Lessor's sole option. The remaining balance shall be paid in full upon per terms of Order; Terms shall not exceed 30 days. 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, Use, and Deployment 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. The right of access shall create no obligations on the part of Lessor during the term of the lease. Lessor assumes no performance obligations with respect to Lessee's Event other than specifically outlined in the Order. 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 in writing and contained in this Agreement. Lessor makes no warranty with respect to the Equipment and Services being leased whether expressed or implied. Lessor specifically disclaims any warranty of fitness for a particular purpose (including aesthetics) other than that which is

expressly stated in this Agreement 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 the Order calls for Installation/Set Up of any Equipment by Lessor, provisions relating to such installation may be described the Order. If Installation/Set Up services are not included as part of the Order, Lessor shall not be obligated to provide any Installation/Set Up services. Lessee is solely responsible for all determinations of suitability 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. Lessor and its agents are provided solely for the installation of leased Equipment as specified in the Order. Lessee is responsible for management of, and adherence to all setup and break down schedules. Lessor shall not be held liable for any event delays.
6. **Signage.** Lessee is solely responsible for all signage which is not purchased through Lessor including, but not limited to, the correct printing and cutting of all signage and the means of securing such signage to all leased Equipment. If signage is purchase from Lessor, Lessor will be responsible for deploying signage on any leased trusses only. Signage shall only be affixed to Equipment via zip ties. Lessee acknowledges that signage, banners, flags and similar which are affixed to leased Equipment by any means, shall reduce leased Equipment's ability to withstand adverse weather conditions in a safe manner and may be required by Lessor to be removed from leased Equipment to ensure the safety of Equipment, personnel, spectators, participants, etc.
7. **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. Lessee shall be responsible for any loss, damage, and/or destruction of any Equipment. If any 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.
8. **Duties and Obligations.**
 1. Lessee is responsible for obtaining and paying for all permits which may be required to fulfill the Order and shall comply with all applicable laws, ordinances, rules, regulations and/or orders of all public authorities pertaining to the Order.
 2. Lessor shall not be held responsible for any acts, negligence or omissions of Lessee, its employees, independent contractors, event participants, volunteers or agents.

3. In the event of adverse weather conditions: Lessee shall assume responsibility for keeping all parties a safe distance from any leased equipment which may become a hazard. Lessor reserves the right to move, collect, and/or restrict access to any leased equipment.
4. 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.
5. Any changes to this agreement must be in writing and approved by a duly authorized representative of Lessor and Lessee.
6. 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, acts of terrorism, and/or pandemic Lessor shall not be liable to Lessee for any resulting non-compliance with the terms of this agreement.

9. Cancellations or Date Changes

1. Orders which are cancelled at least 60 days before scheduled delivery date will receive a full refund.
2. Deposits for orders which are cancelled within 60 days of scheduled delivery date are nonrefundable.
3. For Orders which are cancelled within 10 days of delivery date, all payments are nonrefundable.
4. In the instance of a Change of Event Date, all payments will be forwarded to the newly requested Event Date. The new Event Date must not be beyond 180 days from original Event Date.
 - I. If the newly requested Event Date is unavailable to be serviced by the Lessor and is beyond 60 days from the date of request, Lessor shall be under no obligation to Lessee and a full refund will be provided.
 - II. If the newly requested Event Date is unavailable for service by Lessor and is within 60 days from date of request, Lessor shall be under no obligation to Lessee and 70% of the order total will be refundable.

10. Additional Provisions.

1. This agreement shall not be binding unless executed by Lessee and accepted by Lessor. Lessor shall rely upon as fact, that the party signing for Lessee has due authority.
2. This Agreement and the parties' rights and responsibilities there under shall be governed by Massachusetts law and courts.
3. In the event any court shall refuse to enforce any term or provision of this Agreement, such a determination shall not affect the validity or enforceability of the balance thereof or of any other term or provision of this Agreement, and all other terms shall remain in full force and effect to the fullest extent permitted by law.
4. This Agreement 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 Agreement with the same effect as if the parties had signed the same signature page.
5. If the Agreement 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.