

# MAIN ATTRACTIONS, INC.

## SAFETY RULES

The following Safety Rules apply to any and all tents and other temporary structures (each, a "Rented Item") provided by Main Attractions, Inc., a New Jersey corporation (hereinafter, "MAI," "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").

### **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, advise the appropriate Utilities Protection Service and **mark all underground utilities and cables (call 811 or 800-272-1000, or go to [www.nj1-call.com](http://www.nj1-call.com), for details)** including without limitation, water, gas, steam, sewer and electricity lines, underground sprinklers and television cables, at least 3 business days prior to the scheduled delivery/installation date, and upon completion thereof, to provide complete and accurate copies of the same to MAI.

### **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.** MAI 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 MAI; AND (C) AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MAI, 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 MAI (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 Main Attractions, Inc..

### **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 MAI (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 ON PAGES 2 AND 3)**

**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 LESSOR, 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 Lessor to do so). **YOU ASSUME ALL RISKS ASSOCIATED THEREWITH.**

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 MAI 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

*Customer's Initials*

# GUIDELINES FOR EVACUATION PLANS

## OSHA Regulation, 29 CFR Section 1910.38 sets forth the requirements for an Emergency Evacuation Plan

The rented structure will be erected to provide temporary accommodations for your event. Temporary structures can provide protection from moderate weather, but are not designed for use as shelter in severe weather as such conditions could exceed the structure's ability to protect occupants. In addition, temporary structures may need to be evacuated for other types of emergency situations.

**It is your ("Customer's" or "Lessee's") responsibility to ensure your guests' safety.** Main Attractions, Inc., a New Jersey corporation ("Lessor," "MAI," "we," "us," and "our") recommends that you develop an emergency plan so you are prepared to act decisively in the event of an emergency during your event. Following are suggested guidelines for developing an emergency plan.

Situation	Why you need to evacuate
Lightning	The temporary structure is not grounded.
High / Gusty Winds (over 25 mph / 40 kph)	It subjects structure to forces beyond its limitations; the structure cannot protect occupants from flying debris.
Excessive Rain	It subjects structure to forces beyond its limitations; saturation of ground with water may compromise securement.
Hail or Sleet	It subjects structure to forces beyond its limitations.
Snow Accumulation	It subjects structure to forces beyond its limitations.
Ice storm	It subjects structure to forces beyond its limitations.
Flooding	Saturation of ground with water may compromise securement.
Smoke, Fire or Explosion	The structure cannot protect occupants from excessive heat, flames or flying debris, and may trap smoke, gas or other harmful airborne substances.
Gas leak	Leaks may create the risk of fire or explosion. Atmospheric conditions may not be suitable for occupants.
Riot, War, Commotion, Civil Unrest, Terrorism	Structure cannot protect occupants from physical harm due to riot, war, commotion, civil unrest, terrorism or threats thereof.
Earth movement (e.g., tremor, landslide)	Ground conditions may not be suitable for occupants and may compromise the structure's securement.

Note: This is not an all-inclusive list. You and your point person(s) should determine any and all emergency conditions that could arise during your event.

### BEFORE YOUR EVENT:

1. **Emergency Shelter:** Work with your point person(s) to determine where guests will seek shelter if necessary:

- Identify a nearby permanent building large enough to accommodate your guests, or if no such building is available, another form of reasonably sufficient shelter or other location recommended by the *National Weather Service* or *Emergency Alert System* to serve as an emergency shelter.
- Make sure the building will be open and accessible during your event.
- Determine how guests will get there (e.g., the route to take, travel by foot or car, etc.).
- Make a note of the building's address in case you have to call for emergency assistance.

2. **Communication: Make sure you have telephone and other methods of communication in the event of injuries.** Pre-program emergency numbers in your mobile phone so you can act quickly to call police and/or emergency response personnel if necessary. Depending on the size of your

event, backup communications may be needed in situations where there is no electrical power, cell phone signals are interrupted, etc.

3. **Your Designated Point Person(s) Will be Responsible for:**

- a. **Monitoring** a weather source (such as the *National Weather Service*) two or more hours before your event begins, checking specifically for [SEVERE WEATHER ALERTS](#).
- b. **Deciding** whether or not to proceed with the event under the tent(s) based on that information.
- c. **Checking** each tent structure for any changes since installation (for example, stakes pulling out of the ground, loose poles, ropes or straps etc.).

If you notice anything unusual call us immediately using MAI's **emergency number:** \_\_\_\_\_.

### DURING YOUR EVENT:

4. **Monitor the weather, and implement your EVACUATION PLAN IF ANY ONE OR MORE OF THE FOLLOWING OCCUR(S):**

- a. **Severe Weather Alert:** If a Severe Weather Alert is posted by the National Weather Service.
- b. **Lightning Strike:** If lightning strikes within 1 mile (count of less than 5 seconds between lighting and thunder).
- c. **Threatening Weather:** Dark clouds are approaching.
- d. **High Winds:** High winds causing large trees to sway or leaves to be ripped off trees (typically, winds in excess of 25 mph / 40 kph).
- e. **Smoke, Fire or Explosion.**
- f. **Heavy Precipitation:** Heavy rain, hail, sleet, snow or ice begins falling or accumulating on the tent(s) (e.g., rain falling so hard that it runs off the tent walls in sheets, snow piling up on the top(s) of the tent(s), etc.).
- g. **Flooding:** Water running through the tent or surrounding area.
- h. **Gas leak.**
- i. **Anchoring Failure:** Any of the tent anchoring devices fail(s) or the tent, any pole(s) or wall(s) begin(s) to move, tilt or bend.

### IF A DECISION IS MADE TO EVACUATE YOU MUST:

- (A) **Make a Public Announcement:** Announce immediately that there is a weather or other emergency and that it is unsafe to stay under the tent. Tell your guests that they must leave the tent without delay and take shelter in the location(s) you've chosen as emergency shelters.
- (B) **Render Assistance:** Assist your guests along the evacuation route to the emergency shelter.

**AFTER AN EVACUATION,** even if the tent(s) or other temporary structure(s) appear(s) to be intact, it/they may not be safe to return. For example, one or more stakes may have been pulled out of the ground or there may be loose poles, ropes or straps. **Contact MAI, so we can inspect each structure BEFORE you permit anyone to reenter and/or resume your event.**

*Customer's Initials*

# SAMPLE EVACUATION PLAN

Post in a Public Place on or Near Rented Item(s)

The undersigned ("Lessee") is renting one or more tent(s) or other temporary structure(s) ("Rented Structure(s)") from Main Attractions, Inc. (hereinafter, "Lessor," "MAI," "we," "us," and "our"). Each Rented Structure is a "temporary structure," meaning it is intended to provide only temporary accommodations. Temporary structures are **NOT DESIGNED FOR USE AS SHELTER IN SEVERE WEATHER**.

## **The Tent or other Rented Structure(s) May Need to be Evacuated**

If Severe Weather Threatens/Occurs, or in other types of emergency situations.

**Designated Point Person(s)** (The person(s) who will be in charge of Lessee's emergency plan and will be on site for the Lessee's entire event. The point person(s) will be responsible during the event for monitoring the weather, determining whether to evacuate, and acting decisively and authoritatively to instruct guests to do so):

Name: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Name: \_\_\_\_\_ Cell Number: \_\_\_\_\_

**Emergency conditions** to be particularly aware of (check all that apply to your region/seasonality):

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Lightning      | <input type="checkbox"/> Heavy rainfall    | <input type="checkbox"/> Ice storm                |
| <input type="checkbox"/> Hail or sleet  | <input type="checkbox"/> Flash flooding    | <input type="checkbox"/> Smoke, Fire or Explosion |
| <input type="checkbox"/> Damaging winds | <input type="checkbox"/> Snow accumulation | <input type="checkbox"/> Gas leak                 |
| <input type="checkbox"/> Earth movement | <input type="checkbox"/> _____             | <input type="checkbox"/> _____                    |

### **Emergency Shelter**

Name/Identification: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Location/Address: \_\_\_\_\_

Confirmed the shelter will be open and available: Yes

**Evacuation Route** (From Rented Item(s) to Emergency Shelter): \_\_\_\_\_

### **Backup Method for Communication**

PA  Cell Phone  Walkie-talkie  Bull Horn  Other \_\_\_\_\_

### **During the event**

An initial announcement of location of emergency shelter will be made.  Yes  No

If yes, by whom: \_\_\_\_\_

### **Options to monitor the weather**

Weather alert radio  Radio  TV  Cell Phone App  Other: \_\_\_\_\_

### **Emergency Contact Numbers:**

Fire Dept.: \_\_\_\_\_ Hospital/Med. Center: \_\_\_\_\_

Police: \_\_\_\_\_ On-Call Physician/EMT/Nurse: \_\_\_\_\_

Event Planner: \_\_\_\_\_ Rental Customer: \_\_\_\_\_

**Questions? Contact: MAI at:** \_\_\_\_\_

**Signature of Lessee (Provider of Evacuation Plan):** \_\_\_\_\_

*Customer's Initials* \_\_\_\_\_

**Main Attractions, Inc.**  
**INSPECTION AND ACCEPTANCE CERTIFICATE**

Proposal No. \_\_\_\_\_, dated \_\_\_\_\_

(Hereinafter being referred to, together with the applicable Terms and Conditions of Rental Contract, as the "Rental Contract")

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," Main Attractions, Inc.:

- (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) pages 1 through 4 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 Main Attractions, Inc.
- (b) 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;
- (c) 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;
- (d) 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 Main Attractions, Inc.
- (e) 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);
- (f) 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;
- (g) 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;
- (h) 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);
- (i) 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 the Lessor for all of the same (which agreements are hereby reaffirmed); and
- (j) 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 the Lessor 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 plan) in at least one conspicuous place in or on each tent and other inflatable structure(s) (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., inclement 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 Main Attractions, Inc., 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 Items; and (iii) cannot be modified absent the express written consent of MAI. The undersigned hereby waives all incidental and consequential damages against MAI and agrees that, anything contained herein or in any other agreement between MAI and Customer/Lessee notwithstanding, the liability of MAI to the Customer/Lessee is limited to the Rent actually paid by such Customer/Lessee to MAI 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 MAI in the future (except only as otherwise agreed in writing by MAI). All remedies of MAI are cumulative. The Rent has been reduced in exchange for Customer's/Lessee's execution of this Addendum (without which, MAI 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, Sample Evacuation Plan and Evacuation Plan Guidelines appearing on Pages 1 through 3 hereof.**

Signature: \_\_\_\_\_  
Customer / Lessee / Authorized Signatory