



ROCKFORCE RIGGING – STANDARD TERMS & CONDITIONS
(Equipment Rental)

These **ROCKFORCE RIGGING STANDARD TERMS & CONDITIONS** (these “**Terms**”) apply to all equipment rentals by RockForce Rigging, LLC. By accepting delivery of any Equipment, by confirming or issuing a Rental Order, or by otherwise utilizing Equipment provided by RockForce, Customer agrees to be legally bound by these Terms in their entirety. No separate signature is required for these Terms to be effective and enforceable. RockForce and Customer may sometimes be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

NOTE: If the Parties have previously executed an agreement applicable to the Services, that agreement shall govern to the extent inconsistent with these Terms. If the terms of any Rental Order conflict with these Terms, the terms of the SOW shall govern and control. These Terms are available online at www.RockForce.com, and these Terms may be updated and revised from time to time. To the extent of any inconsistency between these Terms and the Terms published online at the time any Equipment is provided hereunder, the published version of the Terms shall control.

Now, therefore, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, these Terms are established as follows:

1. **Definitions.** As used in these Terms, the following defined terms have the meanings set forth below:

“**RockForce**” means RockForce Rigging, LLC, and its affiliates, successors, and assigns.

“**Customer**” means the individual or entity that accepts, orders, or takes delivery of Equipment from RockForce.

“**Equipment**” means the equipment and personal property identified in the applicable Rental Order.

“**Rental Order**” means any work order, rental order, quote, invoice, confirmation, or similar document issued by RockForce that identifies the Equipment, Rental Fee, and Term applicable to a specific rental transaction. Each Rental Order is subject to and governed by these Terms.

“**Rental Fee**” means the amounts payable by Customer for the rental of Equipment as set forth in the applicable Rental Order.

“**Term**” has the meaning given in Section 3.

“**WorkForce Related Services**” means staffing, labor, design, production, staging, and other related services, which are not governed by these Terms but by a separate written agreement.

2. **Rental; Applicability.** RockForce agrees to rent to Customer, and Customer agrees to rent from RockForce, the Equipment identified in the applicable Rental Order. These Terms, together with each applicable Rental Order, constitute the entire agreement between RockForce and Customer regarding the rental of Equipment (collectively, the **Agreement**). In the event of any conflict between these Terms and a Rental Order, the Rental Order shall control solely with respect to the specific commercial terms expressly stated therein (e.g., Equipment description, Rental Fee, Term dates), and these Terms shall govern in all other respects. These Terms apply solely to the rental of Equipment and expressly exclude any obligation of RockForce to provide WorkForce Related Services. Any obligation of RockForce or its affiliates to provide WorkForce Related Services shall be governed by a separate written agreement.

3. **Term.** The term of the Agreement (the **Term**) commences on the earlier of (i) the date on which Customer receives any item of Equipment, or (ii) the date of

the applicable Rental Order (the **Effective Date**), and expires on the expiration date specified in the Rental Order (the **Expiration Date**), unless earlier terminated as provided herein. RockForce may terminate the Agreement at any time during the Term without cause upon ten (10) days’ prior written notice to Customer.

4. **Rental Fee.** Customer shall pay the Rental Fee in accordance with the payment schedule set forth in the applicable Rental Order. Customer remains responsible for the Rental Fee until all Equipment has been returned to and accepted by RockForce. Equipment returned after the date specified in the Rental Order will accrue additional rental charges at a rate of 150% of the applicable daily Rental Fee, prorated on a daily basis. Late charges will be invoiced separately and are due upon receipt of invoice. A five percent (5%) service fee is added to all invoices if payment is made by credit card. Customer agrees that payment of all amounts due hereunder is the sole responsibility of Customer and is not contingent upon Customer’s ability to bill, collect payment, or settle obligations with a third party. If no payment terms are specified in the applicable Rental Order, payment terms shall be as follows:

(a) **Deposit.** A deposit equal to 50% of the total quoted Rental Fee is due and payable before the first day of Equipment delivery; and

(b) **Invoicing; Balance Due.** Following payment of the initial deposit, RockForce shall invoice Customer on a weekly basis for all Rental Fees accrued during the preceding week. Each invoice is due and payable within three (3) days after Customer’s receipt of the invoice.

5. **Taxes and Fees.** Customer shall pay all taxes, fees, and assessments that are due and payable or required to be collected by RockForce, however designated, to the extent applicable and related to the use and operation of the Equipment.

6. **Use and Alterations.** Customer shall at all times keep the Equipment in its sole possession and control, and shall use the Equipment only for its intended purposes, provided that any such use and operation of the Equipment shall be (i) in accordance with any applicable manufacturer’s manuals or instructions, and (ii) in accordance with applicable governmental regulations. The Equipment is rented solely for commercial or business purposes. Customer may not make any alterations to the Equipment without the prior written consent of RockForce. Any approved alterations shall be made at Customer’s sole expense. All alterations shall become the property of RockForce upon their attachment to the Equipment. Customer is responsible for inspecting the Equipment upon receipt and must immediately notify RockForce in writing if any Equipment is missing, damaged, or not in good working condition.

7. **Maintenance and Repairs.** During the Term, Customer shall, at its own expense, and in accordance with all manufacturer maintenance specifications and all applicable laws, (i) keep the Equipment in good repair, condition and working order; (ii) make all necessary adjustments, repairs and replacements; (iii) furnish all required parts, mechanisms, and servicing; and (iv) not use or permit the Equipment to be used for any purpose for which, in the opinion of the manufacturer, the Equipment is not intended. If the manufacturer does not provide maintenance specifications, Customer shall perform all routine maintenance and repairs in accordance with industry standards for like equipment. Notwithstanding the foregoing, prior to performing any maintenance and repairs to the Equipment, Customer shall notify RockForce, and RockForce may, at its election, perform, or arrange for the performance of, such repairs and maintenance. If RockForce does not elect to perform such repairs and maintenance within three (3) business days after Customer’s notification, Customer shall be free to perform such repairs and maintenance at Customer’s expense.



8. **Ownership and Inspection.** The Equipment shall at all times be and remain the property of RockForce or its assigns, and Customer shall have no right, title, or interest in or to the Equipment except for the limited right of use subject to the terms and conditions of these Terms. RockForce reserves the right to access and inspect the Equipment at any time during the Term during Customer's normal operating hours upon reasonable prior notice.

9. **Damage to Equipment.** Customer shall promptly notify RockForce in writing of any damage to or loss of Equipment, including without limitation any damage or loss arising from alleged or apparent improper manufacture, functioning, or operation of the Equipment.

10. **Return of Equipment.** Upon expiration or earlier termination or cancellation of the Agreement, Customer shall, at its sole cost and expense, return all Equipment to RockForce by delivering the Equipment to and unloading it at such location or with such carrier as RockForce shall specify. Customer agrees that Equipment, when returned, shall be returned in substantially the same condition in which it was received, in good condition and repair and suitable for and functioning as intended. If any Equipment fails to meet the standard set forth above, Customer agrees to pay, on demand, all costs and expenses incurred in connection with the repairing and restoring of such Equipment so as to meet such standard. By accepting delivery of Equipment, Customer acknowledges and agrees that the Equipment was delivered in good condition and repair and is suitable for Customer's intended use, unless Customer provides written notice of any deficiency to RockForce within twenty-four (24) hours of receipt.

11. **Personal Property; Liens.** Customer represents and warrants that the Equipment is, and shall at all times remain, fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Customer shall at all times keep the Equipment free and clear from all liens, claims, charges, and encumbrances of any kind or nature other than those created by, through or under RockForce. If, in violation of the foregoing covenant, any prohibited lien or encumbrance shall attach to Equipment, Customer shall, (i) give RockForce immediate written notice thereof; and (ii) promptly, at Customer's sole cost and expense, take such action as may be necessary to discharge such lien.

12. **Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, ROCKFORCE SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE EQUIPMENT OR THE TRANSACTION CONTEMPLATED BY THESE TERMS, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF CUSTOMER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE TOTAL AGGREGATE LIABILITY OF ROCKFORCE UNDER THESE TERMS OR ANY ACTION ARISING AS A RESULT THEREOF SHALL IN NO EVENT EXCEED THE AGGREGATE AMOUNT OF THE RENTAL FEES ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE RENTAL ORDER.

13. **Equipment Warranties.** Customer acknowledges and agrees that RockForce did not manufacture the Equipment. RockForce shall undertake commercially reasonable efforts to ensure that Customer benefits from applicable manufacturer warranties, if any, to the extent authorized by such manufacturer. RockForce does not guarantee or represent that Customer will be entitled to benefit from such manufacturer's warranties, if any.

14. **Assignment.** RockForce may assign or transfer its rights and interests in these Terms and the Equipment at any time without restriction. Following any such assignment or transfer, Customer shall fully comply with all instructions for payment and performance provided by RockForce or its assignee. Customer may not assign these Terms without RockForce's prior written consent. Any purported assignment by Customer without such consent shall be null and void.

15. **Risk of Loss and Casualty.** From the time of delivery through the time Equipment is returned to and accepted by RockForce, Customer hereby assumes and shall bear all risk of loss for theft, damage, non-delivery or destruction to the Equipment, regardless of the cause.

16. **Insurance.** Customer shall maintain the following insurance coverage at Customer's sole cost and expense for the duration of the Term and for a period of twelve (12) months thereafter: (i) Commercial General Liability Insurance (GL) in an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Auto Liability Insurance (Auto) in an amount no less than \$1,000,000 per occurrence; (iii) Excess/Umbrella Liability Insurance (Umbrella) in an amount no less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate; (iv) Workers Compensation Insurance in the amounts required by applicable state law; and (v) Property Insurance (Property) that extends coverage to rented property for loss or damage arising from fire, casualty, loss, or other damage caused by Customer or Customer's use and operation of the Equipment while the Equipment is in Customer's possession and control, in an amount no less than \$1,000,000 per occurrence. Customer agrees to name RockForce as an "additional insured" on its GL, Auto, Umbrella, and Property policies. Upon acceptance of any Rental Order and thereafter upon request from RockForce, Customer will furnish RockForce with certificate(s) of insurance evidencing the required insurance coverage, naming RockForce as an additional insured, and providing for at least thirty (30) days' prior written notice to RockForce of cancellation or modification.

17. **Indemnity.** Customer shall indemnify and hold harmless RockForce and its members, managers, officers, employees, agents, successors, and assigns from and against any and all liabilities, causes of action, claims, suits, penalties, damages, losses, costs or expenses (including reasonable attorneys' fees and expenses), obligations, liabilities, demands and judgments (collectively, a Liability) to the extent resulting from: (i) Customer's breach of any terms of these Terms or any Rental Order, (ii) the possession, operation, use, maintenance, control, loss, damage, destruction, removal, storage, condition, delivery, return or other disposition of or any other matter relating to the Equipment, or (iii) injury to persons, property or the environment including any Liability based on strict liability in tort, negligence, breach of warranties or Customer's failure to comply fully with applicable law or regulatory requirements; *provided*, that the foregoing indemnity shall not extend to any Liability to the extent resulting from the gross negligence or willful misconduct of RockForce.

18. **Default.** If Customer fails to comply with any term or condition set forth in these Terms or any Rental Order, and if such failure continues for (i) three (3) business days in the case of non-payment of any sums payable hereunder, or (ii) ten (10) business days in the case of all other defaults hereunder, after Customer's receipt of written notice thereof (email being sufficient), then Customer shall be deemed to be in breach of the Agreement. In such event, RockForce shall be entitled to pursue any and all legal and equitable remedies to which it may be entitled, including without limitation, terminating the Agreement, recovering the Equipment, filing suit for injunctive relief, and filing suit for breach of the Agreement to recover all (a) unpaid amounts, (b) late fees, (c) interest on such unpaid amounts at the lesser of the daily SOFR rate published by the Federal Reserve Bank of New York plus fifteen percent (15%) or the highest rate allowable by applicable law, accruing from the date payment was due until paid in full, (d) collection fees and costs, (e) attorneys' fees and costs, and (f) any other damages to which it may be entitled. If RockForce fails to comply with any material term or condition set forth in these Terms, or if any representation or warranty made by RockForce is found to be materially untrue or inaccurate, and if RockForce fails to satisfy such default or misrepresentation for thirty (30) days after RockForce's receipt of written notice thereof, then RockForce shall be deemed to be in breach of the Agreement. In such event, Customer shall be entitled, as its sole and exclusive remedy, to terminate the Agreement and receive a refund of any prepaid Rental Fee for periods that Customer did not, or was not able to, use the Equipment due to RockForce's breach.

19. **RockForce Representations and Warranties.** RockForce represents and warrants to Customer that it is fully authorized and empowered to rent the Equipment identified in each Rental Order and to enter into the Agreement without the consent of any third party. EXCEPT AS EXPRESSLY SET OUT HEREIN,



ROCKFORCE GIVES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INTERFERENCE OR INFRINGEMENT OR ANY OTHER WARRANTY NOT EXPRESSLY AGREED TO IN WRITING.

20. **Customer Representations and Warranties.** By accepting these Terms, Customer represents and warrants to RockForce that (a) it is fully authorized and empowered to enter into the Agreement without the consent of any third party, (b) it has the knowledge, experience, permits, licenses, and qualifications to use the Equipment for its intended purpose, and (c) it will not authorize any individual to use or operate the Equipment if such individual does not have the requisite knowledge, experience, permits, licenses, and qualifications to operate the Equipment for its intended purpose.

21. **Miscellaneous.**

(a) Notices. Notices or demands required to be given herein shall be in writing and addressed to RockForce at the address set forth below, and shall be effective (i) upon the next business day if sent by overnight express service (such as Federal Express); (ii) on the same day if personally delivered; or (iii) three (3) days after mailing if sent by certified or registered U.S. mail, postage prepaid. Notwithstanding the foregoing, email notice is sufficient for purposes of the default and repair notification provisions of Sections 7 and 18.

(b) Attorneys' Fees. If either Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing Party in any such proceeding, action, or appeal thereon, shall be entitled to recover its reasonable attorneys' fees and costs incurred in such proceeding, action, or appeal thereon.

(c) Entire Agreement. These Terms, together with each applicable Rental Order, contain the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersede all prior understandings, agreements and representations, whether written or verbal, with respect to such subject matter.

(d) Updates to These Terms. RockForce reserves the right to update or modify these Terms at any time by posting a revised version at the URL where these Terms are published. Continued use of Equipment or acceptance of any new Rental Order following such posting constitutes Customer's acceptance of the revised Terms. The version of these Terms in effect at the time of a Rental Order shall govern that Rental Order unless the Parties expressly agree otherwise in writing.

(e) Headings. The section headings contained in these Terms are for reference purposes only and shall not limit or define the meaning of any of the terms or provisions hereof.

(f) Binding Effect. The terms, covenants, conditions and provisions contained in these Terms shall be binding upon and inure to the benefit of RockForce and Customer, and their respective successors and permitted assigns.

(g) Independent Contractors. Customer is an independent contractor. Under no circumstances shall any of the employees of Customer be deemed to be employees of RockForce. Customer has no authority to act as the agent for RockForce and has no capacity to make commitments of any kind for the account of RockForce.

(h) Severability. Each clause of these Terms is a distinct and severable clause and if any clause is deemed invalid, illegal, void or unenforceable, the validity, legality and enforceability of any other clause will not be affected thereby.

(i) Governing Law. To the fullest extent allowed by law, these Terms and any Rental Order shall be governed by, subject to, and construed in accordance with, the laws of the State of Tennessee, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. Any legal suit, action, or proceeding arising out of or based upon these Terms or any Rental Order shall be instituted in the federal or state courts located in Davidson County, Tennessee.

(j) Amendment and Modification. RockForce reserves the right to update or modify these Terms at any time by posting a revised version at the URL where these Terms are published, with the revision date noted. The version of these Terms in effect at the time of a Rental Order shall govern that Rental Order unless the Parties expressly agree otherwise in writing.

Notices to RockForce shall be directed to:

RockForce Rigging, LLC
Attn: General Counsel
34 East Butler Avenue, 3rd Floor
Ambler, Pennsylvania 19002

and via Email to:

jleake@rockforce.com;
autumnleake@rockforce.com;
timothydaniel@rockforce.com