

SAMPLE EVACUATION PLAN

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

The undersigned ("Provider") is providing one or more tent(s), booths, or other temporary structure(s) (each, a "Temporary Structure") at Provider's event. Each Temporary Structure is intended to provide only temporary accommodations. **Temporary Structures are NOT DESIGNED FOR USE AS SHELTER IN SEVERE WEATHER.**

The Tent(s), Booth(s) and/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 Provider's emergency plan and will be on site for the Provider'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: _____

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

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Lightning | <input checked="" type="checkbox"/> Heavy rainfall | <input checked="" type="checkbox"/> Ice storm |
| <input checked="" type="checkbox"/> Hail or sleet | <input checked="" type="checkbox"/> Flash flooding | <input checked="" type="checkbox"/> Smoke, Fire or Explosion |
| <input checked="" type="checkbox"/> Damaging winds | <input checked="" type="checkbox"/> Accumulation of Precipitation | <input checked="" type="checkbox"/> Gas leak |
| <input checked="" 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: _____ N/A

During the event

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

If yes, by whom: _____

Weather alert radio Radio TV Cell Phone App Other: _____

Emergency Contact Numbers:

Fire Dept.: _____ Hospital/Med. Center: N/A Police: 911

On-Call Physician/EMT/Nurse: N/A Event Planner: _____ Rental Customer: _____

Questions? Contact Provider at: 317-251-7368

Signature of Lessee (Provider of Evacuation Plan): _____

SAFETY RULES **FOR TEMPORARY STRUCTURES**

The following **SAFETY RULES** apply to any and all tents, booths and other temporary structures (each, a "Rented Item") provided by BRI, Inc., d/b/a "A Classic Party Rental," "Best Rentals" and "A Classic Expo." (hereinafter, "BRI," "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 "Customer," "Lessee," "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 debris 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, at your sole cost and expense, all necessary licenses, permits, authorizations and approvals, advise the appropriate Utilities Protection Service and mark all underground utilities and cables (call 811 or 800-382-5544, or go to www.indiana811.org at least 2 full business days in advance) including without limitation, water, gas, steam, sewer and electricity lines, underground sprinklers and television and data cables, and upon completion thereof, to provide complete and accurate copies of the same to BRI.

RULE #2: USE OF WEIGHTS/WATER BARRELS TO ANCHOR RENTED ITEMS IS 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. WE DISCLAIM 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 BRI; AND (C) AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS BRI, ITS OWNERS, 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 RENTED ITEM WITHOUT OUR APPROVAL

Once a Rented Item has been set and anchored in place by BRI (or at our direction), attempting to move or modify it in any way can result in personal 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, shift, tip or collapse, particularly in severe weather. Accordingly, you agree to refrain from doing so absent the express written approval of BRI.

RULE #4: LIMIT OR ELIMINATE FIRE HAZARDS WHEREVER POSSIBLE

Temporary Structures and/or their Contents 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 and/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 and it/they are not otherwise misused or overused.

RULE #6: DO NOT GRANT ACCESS TO UNRULY, HOSTILE OR INTOXICATED EVENT PATRONS

Person(s) who exhibit unruly or hostile behavior or appear to be intoxicated is/are strictly prohibited from entering or using any Rented Item.

RULE #7: ENSURE THAT CHILDREN ARE SUPERVISED BY A RESPONSIBLE ADULT AT ALL TIMES

NEVER permit children to enter, use or have access to any Rented Item(s) unless supervised at all times by a responsible and competent adult.

RULE #8: DO NOT PERMIT ACCUMULATION OF PRECIPITATION ON RENTED ITEMS

THE ACCUMULATION OF PRECIPITATION CAN DAMAGE A RENTED ITEM AND/OR CAUSE IT TO **LEAK** AND/OR **COLLAPSE**. ACCORDINGLY, YOU AGREE TO CAREFULLY MONITOR PRECIPITATION, TO NOTIFY BRI IN THE EVENT ANY SUCH ACCUMULATION OCCURS, AND TO COMPLY FULLY WITH ALL INSTRUCTIONS PROVIDED BY BRI.

RULE #9: PROTECT PERSONAL PROPERTY FROM WATER DAMAGE

RENTED ITEMS ARE NOT WATERPROOF. PRECIPITATION, INCLUDING SNOW, ICE, SLEET AND HAIL, MAY AMONG OTHER THINGS, 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 under or inside any Rented Item.

RULE #10: MAINTAIN AND POST IN A CONSPICUOUS PLACE AN OSHA-COMPLIANT EVACUATION PLAN, AND EVACUATE THE RENTED ITEM(S) IN THE EVENT OF SEVERE WEATHER (SEE OUR SAMPLE EVACUATION PLAN AND GUIDELINES)

TENTS AND OTHER TEMPORARY STRUCTURES MAY MOVE, LEAK, COLLAPSE, OVERTURN OR CATCH FIRE, PARTICULARLY DURING HAZARDOUS WEATHER (e.g., rain, sleet, hail and high winds). You agree to maintain and post in a conspicuous place, 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 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 wind or water damage); and (c) PERMIT BRI, 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 BRI to do so). YOU ASSUME ALL RISKS ASSOCIATED WITH EACH OF THE FOREGOING.

CUSTOMER/LESSEE ASSUMES FULL RESPONSIBILITY FOR ALL PERSONAL INJURIES AND PROPERTY DAMAGE (INCLUDING DAMAGE TO THE RENTED ITEM(S) AND ALL REAL AND PERSONAL PROPERTY LOCATED IN, ON, UNDER, AROUND OR ON TOP OF THE RENTED ITEM(S)) AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BRI FROM AND AGAINST ANY AND ALL ASSOCIATED LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES).

Customer's Initials

**WAIVER, INDEMNITY AND
RELEASE AGREEMENT**

I, _____, representing _____
(Print Name) (Name of Customer on Rental Contract)

(hereinafter, "Customer") have rented one or more **tent(s)** (also referred to herein as "Rented Item(s)") from BRI, Inc., d/b/a "A Classic Party Rental," "Best Rentals" and "A Classic Expo." (hereinafter referred to as "BRI" and/or "Lessor") under the terms of the Rental Contract I have executed with BRI (the "Rental Contract"), as identified below.

WHEREAS, Customer has agreed that the Rented Item(s) is/are to be installed by employees of BRI at a "Site" specified in the Rental Contract, acknowledging that certain Rented Item(s) must be anchored, typically by pounding stakes or spikes into the ground to a depth of as much as **42 inches**;

WHEREAS, Customer acknowledges that: (a) installation of the Rented Item(s) at the Site may result in damage to concrete and/or asphalt surfaces; and (b)(i) underground water, sewer, gas, drainage, power, cable television, internet and/or other service/utility lines, wires, pipes, conduits, etc. (collectively, "Lines") may be located at the Site, may not be visible upon inspection and, if ruptured, may cause substantial personal injury(ies) (including death), property damage, disruption of services and/or financial losses; and (ii) BRI and/or its employees may not be aware of the existence or location(s) of one or more of such Lines at the Site (including without limitation, private lines which may not be identified by public utility location services such as 811), unless advised by Customer of their existence and location, and properly marked on the surface of the ground.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein and in the Rental Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer agrees as follows:

1. **Identification and Marking of Lines:** Customer agrees to ensure that, prior to delivery and installation of the Rented Item(s) at the Site, all Lines are clearly and properly marked on the surface of the ground.
2. **ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **THE UNDERSIGNED, FOR HIM/HERSELF AND FOR THE CUSTOMER, HEREBY: (A) ASSUMES ALL RISK OF PERSONAL INJURY(IES) (INCLUDING DEATH), PROPERTY DAMAGE, DISRUPTION OF SERVICES AND/OR UTILITIES, FINANCIAL LOSS(ES), AND ANY AND ALL OTHER LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE RENTED ITEM(S) AND/OR SERVICE(S) PROVIDED BY AND/OR AT THE DIRECTION OF BRI, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE DELIVERY, INSTALLATION (INCLUDING WITHOUT LIMITATION, RUPTURES AND PUNCTURES OF LINES, CONCRETE AND ASPHALT), USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR AND/OR RETRIEVAL OF THE RENTED ITEM(S), WHETHER OR NOT THE FAULT OF THE UNDERSIGNED OR THE CUSTOMER; AND (B) RELEASES AND DISCHARGES BRI FROM, AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BRI,** AND ITS OWNERS, OFFICERS, MANAGERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, REPRESENTATIVES, SUBROGEEES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ALL LIABILITIES ASSUMED UNDER SUBSECTION (A), AS WELL AS ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH RENTED ITEM(S) AND/OR SERVICES (EVEN IF ARISING FROM THE NEGLIGENCE OR CLAIMED NEGLIGENCE OF BRI, ITS AGENTS, EMPLOYEES AND/OR CONTRACTORS).
3. This Addendum (including the Evacuation Plan Guidelines and Safety Rules appearing on Pages 1-3 hereof) supplements the Rental Contract and each other Rental Contract entered into between BRI and the undersigned (or any entity represented or controlled by, controlling or under common control with the undersigned, and/or its/their respective affiliates) at any time, and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of BRI under such Rental Contract(s), at law or in equity. Neither this Addendum nor the Rental Contract may be otherwise modified, unless authorized in writing by BRI. The undersigned's handwritten, digital, electronic, photocopied or facsimiled signature and initials hereon will be enforceable as originals.

Acknowledged and agreed by the undersigned to be effective as of the effective date of the subject Rental Contract.

(Signature: Customer/Lessee/Authorized Signatory)

(Rental Contract Date and/or Number)