

**AGREEMENT FOR RENTAL OF EQUIPMENT
(Without Operator)**

This Agreement is entered into effective as of _____, 20__ by and between the Hawai'i Convention Center ("HCC"), State of Hawai'i, through its manager AEG Management HCC, LLC ("Manager"), and _____ ("Renter"), whose business address, phone, fax and email are as follows:

1. Manager manages the Hawai'i Convention Center ("the HCC") under a management contract with the State of Hawaii ("State"). The State owns certain equipment used by Manager in the performance of its management contract. The equipment hereunder is State property, which may be rented for the convenience and use of the Renter.
2. The Renter is a licensee, or a sub-contractor of licensee which has been granted a license to conduct an event or a vendor performing procured services at the Hawai'i Convention Center.

3. Equipment Rented.

Manager agrees to permit the Renter to utilize within the confines of HCC the following equipment at the following rates:

Equipment Description	Hourly	Daily	Weekly
a. 36' Articulated Boom Lift	\$90.00	\$320.00	\$900.00
b. 30' Scissor Lift	\$90.00	\$320.00	\$900.00
c. 18' Work Platform Lift	\$90.00	\$320.00	\$900.00
d. Forklift	\$75.00	\$275.00	\$750.00
e. ReachMaster Blue Lift B72: 36' Horizontal Reach, 72' Vertical Lift	\$100.00	\$350.00	\$1,000.00
f. ReachMaster Falcon TS121: 53' Horizontal Reach, 121' Vertical Lift	\$125.00	\$450.00	\$1,250.00

Fractions of an hour shall be charged at the hourly rate.
Rental fees may be waived upon pre-approval of Manager's General Manager.

4. Rental Period.

This Rental Agreement shall be for a period from _____ (start date/time) to _____ (end date/time).

5. Renter's Responsibilities.

The Renter shall:

- a. Operate the equipment only within HCC and its immediate surroundings within the area(s) pre-approved by Manager for this specific rental.

- b. Ensure that only fully qualified and certified personnel operate the equipment.
- c. Provide proof of certification to operate the equipment prior to use which must be presented in advance of the rental operation to HCC's Maintenance Manager or such designee.
- d. Check-in at Security Base. Ensure that the equipment is fully operational upon acceptance of the equipment and submit the related HCC form with the Maintenance Manager or their designee.
- e. Immediately halt use of any equipment and bring to the attention of the Maintenance Manager any equipment operating deficiencies or problems.
- f. Ensure that equipment is under positive control of the Renter at all times and that no unauthorized individuals are permitted to utilize the equipment.
- g. Ensure that all safety and operating rules are strictly followed. This includes, but is not limited to, the use of a hard hat and close-toed shoes by any and all parties while using equipment items 3a, 3b, 3c, 3e, or 3f above. All related items must be supplied by the Renter.
- h. Be fully responsible for any damage to or loss of the equipment.
- i. Be fully responsible for any and all damages caused by operation of the equipment.

6. Statement of Waiver.

The Renter waives any and all claims against the Manager Indemnitees as defined below from any and all claims including consequential damages arising from the use and/or operation of subject equipment by Renter, its employees, agents, and/or assigns.

7. Indemnification.

The Renter shall defend, indemnify, and hold harmless the State of Hawaii, the Hawai'i Tourism Authority (HTA), the Hawai'i Convention Center, Manager, ASM Global Parent, Inc., AEG Facilities, LLC, AEG Venue Management Holdings, LLC, each of their affiliates or related entities, and each of its and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, agents, and contractors (sometimes collectively referred to herein as the "Manager Indemnitees" and individually as a "Manager Indemnitee") from and against all costs, liability, loss, damage, and expense, including all attorney's fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of Renter or Renter's employees, officers, agents or subcontractors as it pertains to the operation of subject equipment.

8. Liability Insurance.

The Renter shall provide proof of insurance to Manager that its operation of the equipment provided hereunder is covered under its Comprehensive General Liability and Property Damage Liability Insurance. Such liability shall be with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any variance or waiver of this requirement must be pre-approved by the General Manager.

Such insurance shall name the Manager Indemnitees as additional insureds with respect to claims arising out of or directly or indirectly relating to performance under the Agreement and shall provide for thirty (30) days advance notice of cancellation, reduction of coverage or non-renewal.

9. Compliance with Laws.

The Renter shall operate the equipment in strict compliance with all laws of the United States, the State of Hawaii, the City & County of Honolulu, and all rules and regulations issued pursuant to such laws.

Renter shall comply with all lawful directives issued by the Manager or its representative in enforcing of the terms of this Agreement.

10. Entire Agreement.
This document contains the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement. No promise, representation, warranty, or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representations and covenants expressly contained in this Agreement itself. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by all parties herein.

11. Assignment.
The Renter shall not transfer, convey, assign, or permit the use of any of the rights or privileges granted under this Agreement in whole or in part to any other person, firm, or corporation without the prior written authorization of Manager. Such rights and privileges are not assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any assignee approved by Manager must accept and assume all the terms and conditions of this Agreement to be kept and performed by Renter, and such assignment shall not in any manner discharge or release Renter from any of the obligations under the terms of this Agreement.

12. Severability.
The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision herein.

IN WITNESS WHEREOF, the parties execute this Agreement on the dates below, to be effective as of the date first above written.

MANAGER
AEG MANAGEMENT HCC, LLC

BY: _____ Date _____
Name
Title: _____

RENTER

BY: _____ Date _____
Signature

Title