

AGREEMENT FOR RENTAL OF EQUIPMENT Without Operator

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

1. AEG Management HCC, LLC manages the Hawai'i Convention Center ("HCC") under a management contract with the State of Hawaii ("State"). The State has purchased certain equipment for use by AEG Management HCC, LLC in performance of its contract. The equipment rented hereunder is State property, being rented by AEG Management HCC, LLC on behalf of the State and for the convenience and use of the "Renter".
2. The "Renter" is a contractor, licensee or a sub-contractor of a licensee that has been contracted or licensed to conduct an event or vendor performing procured services at the Hawai'i Convention Center.
3. Equipment Rented.
HCC agrees to permit the "Renter" to utilize the following equipment at the following rates.

The "Renter" shall operate the equipment only within the Hawai'i Convention Center and its immediate surroundings within the area(s) pre-approved by HCC for this specific rental.

Weight limitations apply to all floors above the first floor. See limitations below.

| Equipment Description | Hourly | Daily | Weekly | NOT AVAILABLE TO USE | | |
|--|-----------|-----------|-------------|----------------------|---------|---------|
| | | | | 3rd fl/Ballrm | Rooftop | Parking |
| a. Articulated Boom Lift; 36' | \$ 90.00 | \$ 320.00 | \$ 900.00 | --- | X | X |
| b. Scissors Lift; 30' | \$ 90.00 | \$ 320.00 | \$ 900.00 | --- | --- | --- |
| c. Work Platform Lift; 18' | \$ 90.00 | \$ 320.00 | \$ 900.00 | --- | --- | --- |
| d. Forklift; 5000 # | \$ 75.00 | \$ 275.00 | \$ 750.00 | X | X | X |
| e. Reachmaster; Blue Lift B72 36' Horizontal reach, 72' Vertical lift | \$ 100.00 | \$ 350.00 | \$ 1,000.00 | --- | X | X |
| f. Reachmaster; Falcon TS121 53' Horizontal reach, 121' Vertical lift | \$ 125.00 | \$ 450.00 | \$ 1,250.00 | X | X | X |
| Fractions of an hour shall be charged at the hourly rate | | | | | | |
| Rental fees may be waived upon pre-approval of the General Manager | | | | | | |

4. Rental Period.
This Rental Agreement shall be for the period: _____

5. “Renter’s” Responsibilities.

The “Renter” shall:

- a. Ensure that only fully qualified and certified personnel operate the equipment.
- b. Provide proof of certification to operate the equipment prior to use and must be presented in advance of the rental operation to the Human Resources Director or their designee.
 - The Reachmaster lifts require certification from Hawaii Convention Center.
 - Certifications for operation of lifts must include:
 - --in person training
 - --date of training and expiration date
 - Fall protection certification is required for all lift operation and must include:
 - --training completed in person or on-line.
 - All operators of lifts (except forklifts) must always provide and wear their own safety harness and hard hat. They must be properly tied in at all times when using the lift, even when the lift is being moved from one location to another.
- c. Check-in at Security Base. Ensure that the equipment is fully operational upon acceptance of the equipment.
- d. Electronic pre-inspection checklist must be completed before operating any HCC lift. Pre-inspection checklist is available via QR code posted on each lift.
- e. Immediately halt use of any equipment and bring to the attention of the HCC Manager any equipment operating deficiencies or problems.
- f. Ensure that equipment is always under positive control of the “Renter”. 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 all lifts (except forklifts). All related personal protective equipment must be supplied by the “Renter”.
- h. Speed limits must be always enforced.
- i. Be fully responsible for all damage to or loss of the equipment.
- j. Be fully responsible for all damages caused by operation of the equipment.

6. Statement of Waiver.

The “Renter” waives any and all claims against the Hawai‘i Convention Center, AEG Management HCC, LLC, ASM Global, the Hawai‘i Tourism Authority (HTA), the State of Hawaii and their officers and assigns 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 Hawai‘i Convention Center, AEG Management HCC, LLC, ASM Global, the Hawai‘i Tourism Authority (HTA), the State of Hawaii and all of their members, officers directors, employees, and agents 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 its 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 AEG Management HCC, LLC. 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 Hawai‘i Convention Center, AEG Management HCC, LLC,

ASM Global, the Hawai'i Tourism Authority (HTA), the State of Hawaii and all of the members, officers, agents, and employees of each of them as additional insured 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 to the Hawai'i Convention Center, AEG Management HCC, LLC, ASM Global, the Hawai'i Tourism Authority (HTA), and the State of Hawaii and shall be endorsed to stipulate that the insurance afforded the Hawai'i Convention Center, AEG Management HCC, LLC, ASM Global, the Hawai'i Tourism Authority (HTA), and the State of Hawaii boards, officers, agents, and employees shall be primary insurance and not contributing with any other insurance of the Hawai'i Convention Center, AEG Management HCC, LLC, ASM Global, the Hawai'i Tourism Authority (HTA), and the State of Hawaii.

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 General Manager of HCC or their 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 HCC. 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 HCC 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.

HAWAI'I CONVENTION CENTER (AEG Management HCC, LLC.)

BY: _____ Date _____
General Manager

“RENTER”

BY: _____ Date _____
Signature

Title