



EQUIPMENT USE POLICY

FORM EUP

Definitions, terms and conditions used herein are subject to those provided in the Experiencing Imagination Agreement Attachment #1 (PROVIDER-ATT1) as may be reviewed at: <http://www.TheEventLine.com/forms/PROVIDER-ATT1.pdf>.

USER AGREES PROVIDER'S PROPERTY other than amusement rides shall be used in compliance with the policies herein or USER AGREES not to use said PROPERTY. USER CONFIRMS PROVIDER has READ this POLICY aloud to USER and satisfactorily explained any questions or USER has DECLINED such reading.

POLICIES

1. **EVENT DETAILS.** At least 30-days prior to the date of the event, USER AGREES to review invoicing and equipment list(s) to assure accuracy in charges, equipment selection, labor provided, event time(s), date(s) location(s) and all other pertinent information is correct ("event details"). The USER agrees to notify and receive confirmation from PROVIDER of any changes needed otherwise USER accept the event details as provided. For their use and benefit, USER AGREES to complete an EVENT CHECKLIST (<http://www.EventDocs.info/forms/checklist.pdf>) at least 15-days prior to the event date.
2. **SECURITY DEPOSIT.** USER AGREES any security deposit required by PROVIDER is not a payment of rental, use, service or other fees – it is to secure the return and repair (if needed) of PROPERTY. USER AGREES the security deposit does not limit USER'S costs or damages should PROPERTY not be satisfactorily returned or if other costs are incurred by PROVIDER.
3. **HOLD-HARMLESS CONSENT AND WAIVERS** are not required of USER'S participants except when AMUSEMENT RIDES are used. Because USER is responsible for its participants individual HOLD-HARMLESS CONSENT AND WAIVERS may be desired. An easy fill-in waiver is available at: <http://www.theeventline.com/edocs/forms/EUC.pdf>. A general admission ticket with waiver imprint can be handed out (even if free admission), as shown in: <http://www.theeventline.com/edocs/forms/RELEASE-TICKET.pdf>. A release notice may be posted at each entrance: <http://www.theeventline.com/edocs/forms/RELEASE-ADMISSIONSIGN.pdf>.
4. **IN-SERVICE WARRANTY & SUBSTITUTIONS.** For other than AMUSEMENT RIDES, USERS MAY EXPECT each piece of PROPERTY to be available 90% of the scheduled event time. While 100% operating times are common, adjustments or compensation will only be made if the 90% in-service time could not be met and substituted equipment did not perform adequately or was unavailable. The shutdown of equipment by the USER without PROVIDER'S approval or the shutdown of equipment by PROVIDER for use not in compliance with the EQUIPMENT USE POLICIES cannot be considered for adjustment or compensation.
 - 4.1. While PROVIDER will diligently attempt to deliver every piece of equipment requested and notify USER of any changes, PROVIDER may substitute items of equal or greater value as deemed necessary, without prior notice to USER. This may occur when an item is in repair, is otherwise unavailable at the time of your event or becomes damaged and not useable at your event. See [REFUNDS AND ADJUSTMENTS](#) below for additional information.
 - 4.2. USER may not prevent the late setup of PROPERTY if more than the paid rental period (typically 4-hours) or 80% of the event time period will reasonably remain available after setup.
5. **BAD WEATHER.** The USER must consider the potential that bad weather may disrupt their event. NO PROPERTY MAY BE SET UP OR USED outdoors if any of the following conditions are expected: (a) the temperature will be below 45°F, (b) thunderstorms or heavy rain will occur, or (c) winds in excess of 25 MPH are expected or occur. Most PROPERTY can be setup indoors (in a gym, auditorium or hall) or in a large event tents to effectively make an outdoor event "indoors".
 - 5.1. PROVIDER may reschedule event due to BAD WEATHER as deemed necessary. USER may reschedule an event due to BAD WEATHER prior to transportation of PROPERTY upon reasonable documentation of BAD WEATHER to PROVIDER.
 - 5.2. If BAD WEATHER causes an event to be rescheduled, USER may select a new date prior to the equipment arrival. If equipment is onsite it may be moved indoors or event times extended. If PROVIDER has already traveled and event date must be changed, the USER must cover mileage, expenses and \$150 per staff person. However, PROVIDER will allow USER up to a 50% discount on rentals at a rescheduled event to offset this unexpected cost.
6. **REFUNDS AND ADJUSTMENTS.** Payments for use of PROPERTY are not refundable. Users may select a new date for their event when necessary, however, a schedule change contribution applies as detailed [SCHEDULE CHANGES](#), below. Cost recovery and security deposit payments that have not been expended are refundable or transferable to a new event date. (Prepared foodstuffs are expended and not refundable.) Refunds are made as a credit to your account for any future use.
7. **OVERNIGHT TRAVEL.** Should PROVIDER determine an overnight onsite stay is required for proper event set-up and security, USER shall provide any power and water connections or other accommodations needed by PROVIDER for this. USER is responsible for overnight travel and per-diem costs that have not been included in USER'S AGREEMENT.
8. **PRE-INSPECTION.** If USER'S AGREEMENT exceeds \$5,000 in total for PROPS, SETS, DÉCOR, LIGHTING, SOUND and/or VIDEO equipment, materials and its labor to, USER AGREES to inspect said PROPERTY at its storage location no later than 5-days prior to our EVENT and notify PROVIDER in writing of any errors, omissions, shortages or other concerns USER MAY HAVE. USER'S failure to provide such inspection and feedback is acceptance of PROPERTY as to be delivered.

9. USER MANAGED EVENT STAFFING. In USER MANAGED EVENTS, PROVIDER'S staff will be at USER'S event for equipment delivery, training, safety and troubleshooting. PROVIDER'S staff will supervise USER'S staff in the set-up, takedown and staffing of PROPERTY and not do this work themselves unless this additional labor is requested and paid for by USER at least 15-days in advance of the event and PROVIDER has the staff available. USER AGREES that EQUIPMENT IMPROPERLY STAFFED OR USED shall be SHUT DOWN without compensation or reimbursement.
- 9.1. USER AGREES persons who staff PROPERTY shall be AT LEAST 16-YEARS IF AGE and will arrive at least 30 minutes before the times listed in USER'S AGREEMENT.
 - 9.2. USER AGREES to clean and dry PROPERTY prior to and after use. USER AGREES cleaning typically includes: (a) Removal of any trash, grass, stains or ash and/or (b) washing food equipment and vacuuming activity equipment and/or (3) wiping down PROPERTY with a biocidal cleaner. USER AGREES a charge of up to 20% of the undiscounted equipment rental rate may be assessed if equipment is not returned clean.
 - 9.3. ANCHORING. ALL rides MUST be properly anchored before use. NO ride that causes a person to be more than 10-feet off the ground may be used without STAKING or suitable immovable tie-off locations provided by USER. LOSS OF USE due to improper anchoring is not recoverable.
 - 9.4. EMERGENCY LABOR COSTS. USER AGREES to pay a portal-to-portal labor charge of \$28 per hour per person plus travel costs if USER does not provide the staffing required in USER'S contract.
10. SET-UP LOCATION
- 10.1. LOCATION. The USER is responsible for all aspects of the location upon which PROPERTY will be set-up. This includes compliance with all regulatory and permit requirements, utility locating, surface preparation and surface adequacy. All costs related but not limited to documentation, fees, surface and sub-surface utilities and structures, repairs and damages shall be the responsibility of and immediately paid or reimbursed by the USER. USER is to adequately prepared the site to prevent damages to PROPERTY or location. PROVIDER'S insurance policy shall not provide coverage for property damage.
 - 10.2. USER AGREES they are responsible for all clean up, repair or damages to the event location. The USER agrees they understand all requirements and potential property damages and liability risks of the event.
11. SET-UP OF GAMES. Written instructions are available for each game, see the individual webpages for each item for links.
12. POWER AND EQUIPMENT LIGHTING. The USER AGREES they are SOLELY responsible for assuring adequate, continuous power. This includes having proper fused box connections, extension cords, batteries and all other power needs ready upon the equipment's arrival. Separate, unused 120V 20A fused circuits (not just outlet plugs) are needed in close enough proximity for our extension cords to reach without excessive voltage loss. If your circuits also power other lighting or equipment, it is likely breaker trips will occur during your event. No cord thinner than 14-ga may be used. No cord thinner than 12-ga wiring may be used to power a 1-HP blower or 1-KW (1000W) device or to run over 100'. A 10-ga cord must be used if over 150'. Maximum run is 300'. PROVIDER'S generators and power distribution should be requested if power is of any concern.
- 12.1. The following 120VAC, 60HZ, 20A circuits are REQUIRED (each on a separate breaker): After dusk halogen lighting: 750-W minimum, 1-KW recommended for **each** major equipment in use. 1 totally unloaded 20A 102VAC circuit required for each 2-KW or less of halogen lighting Food Equipment: (a) cotton candy machine = 1; (b) hot dog steamer = 1/2; (c) nacho warmer and cheese dispenser = 1/2; (d) carnival snow cone machine = 1/2; (e) double funnel cake fryer = 3/4; (f) popcorn/kettle corn popper = 3/4; (g) soda machine = 1; (h) coffee pot: small = 1/2, large = 1-2; (i) chocolate fountain = 1/2.
 - 12.2. PRIVATE GENERATORS may NOT be used to power PROPERTY.
 - 12.3. USER MUST PROVIDE BATTERIES for all battery powered devices except where battery eliminators are included.
13. EQUIPMENT RETURN AND DAMAGES. USER AGREES they are responsible for the return of all PROPERTY in a condition equal to that of when it arrived and repair or replacement of PROPERTY damaged or lost by improper use, vandalism, theft or other means is USER's responsibility. USER SHALL return PROPERTY to PROVIDER and cover all costs required. USER AGREES to reimburse PROVIDER for the full replacement cost of any PROPERTY not returned after 15 days of end of AGREEMENT.
- 13.1. USER AGREES to inspect event site before PROVIDER'S departure and confirm in writing all PROPERTY has been returned.
 - 13.2. USER SHALL maintain proper security and crowd control over the event to minimize any potential for loss.
14. RETURN OF FOODSTUFFS & PROGRAM SUPPLIES. Foodstuffs and program supplies are not returnable or refundable.
15. MAXIMUM ATTENDANCE LIMITS. USER AGREES PROPERTY shall not be over-loaded, over-used or abused during the event and to assure compliance with all postings. USER AGREES overloaded PROPERTY shall be shutdown without notice or recourse.
16. LENGTH OF EVENT. PROPERTY may be used up to 6-hours per day, exclusive of set-up and takedown time. The first 4-hours is included in the rental price. Additional hours if used are not charged for and are without warranty. USER AGREES to pay PROVIDER \$20 per hour or part thereof for each staff person onsite more than 8-hours, inclusive of set-up and takedown time.
17. RETAINED RIGHTS. The names, designs, publications, intellectual properties, trademarks and copyrighted materials of PROVIDER may not be used without prior review of any proposed use and written approval. Nothing in this policy shall transfer ownership of any PROPERTY to USER.