



**MGM RESORTS**  
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## Encore Exclusives

### *Production Guidelines*

#### **Power**

Encore Event Technologies must handle all connections to the buildings power sources for non-tradeshaw events. This includes all production power for general sessions, entertainment functions and breakout meeting rooms as well as party and banquet functions. Groups will be responsible for all charges for connecting to and usage of the Facility's power sources. The power service fees are a one time fee throughout the duration of the show.

#### **Rigging**

Encore has the exclusive for all rigging to include supplying the truss and motors. All rigging charges for rigging will be the responsibility of the Production or AV Company or Meeting Group needing these services. Our riggers work in teams of 3: 2 high riggers and 1 ground rigger. High riggers provide their own fall protection. An Encore Event Technologies Rigging Supervisor is required during the installation of any and all rigging/assembly functions. The Rigging Supervisor will be in the room until everything is to final trim height. There is a rigging point charge of \$160.00 per rig point to attach our motor to the ceiling.

#### **Break Out Meetings**

Audiovisual equipment to be used for Break Out meetings must be delivered, set-up, and operated by Encore Event Technologies personnel. If meeting group chooses not to use Encore Event Technologies for all their Breakouts, they must utilize the Client Assurance Package that will include additional fees of \$350 per room/per day.

#### **House Audio System**

There is a \$75.00 per room per day audio patch fee in order to patch into the house sound. All usage patch fees will be the responsibility of the Production or AV Company or Meeting Group needing these services.

#### **AV Equipment in Sleeping Room Towers**

Audiovisual equipment to be used in any part of the Facility's sleeping room towers must be delivered, set-up and operated by Encore Event Technologies personnel. The Production or AV Company or Meeting Group is responsible for labor costs that may result.

#### **Banners & Signs**

All banners and signs attached to the Facility must be installed and removed by Encore Event Technologies. In the Expo Halls, all banners and signs over 200 pounds that are attached to the facility must be installed and removed by Encore Event Technologies personnel. The Production or AV Company or Meeting Group is responsible for labor costs that may result. Any banners being hung in the public hallways can only be hung between 6pm- 6am.



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## Banner Guidelines

### *Production Guidelines*

Encore Event Technologies will need the following information TWO WEEKS prior to the load in:

- Vinyl or cloth material
- Quantity
- Size
- Location
- Load in and load out dates and times

All banners and signs attached to the facility must be installed and removed by Encore Event Technologies. In the Expo Halls, all banners and signs over 200 pounds that are attached to the facility must be installed and removed by Encore Event Technologies personnel.

\*\*\* Please be advised that there will be NO hanging of signage in any of the public foyer space unless the assigned Convention Service Manager has sent a written approval to the Encore Event Technologies. \*\*\*

**There MUST be a representative from the client or show management present during the time the banners are being hung to ensure the exact location and height.**

Signage hanging will require riggers at a 4hr minimum.

We must have a drawing from the client showing the location of each banner.

Mandalay Bay has to know how many, where, and when they are going in and when they are coming out, dates and times. For any banner hang we must have convention services approval of placement. At certain times this may change ONLY if the client has an entire floor or area as their own. However, once again, Convention Services must sign off on all banner placements.

Convention Services compares groups and banner needs ahead of time and must let each group know if they can or cannot hang where they intend to.

We cannot at anytime hang off any Hotel preexisting signage, nor can we attach via velcro or tape to any Hotel signage, columns, registration desks, or walls.

If a client wants to hang in front of or behind a Hotel preexisting sign, it must be 6' in either direction so the sign is readable by other guests in the Hotel.



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## Encore Labor Guidelines

### *Production Guidelines*

All labor is based on a four hour minimum.

Labor is an **ESTIMATE** only.

You will be billed on **ACTUAL** labor hours and your contract will be updated on a daily basis. If the final contract total is higher than what was originally signed for, we will need a signed contract for the new amount.

\*\* Changes to scheduled events, including crew calls, may result in additional overtime charges per man scheduled unless notification is received seven (7) days prior to the requested service. \*\*

\*\* Cancellations of any scheduled crew calls WILL result in a four-hour minimum per man scheduled unless notification of cancellation is received seven (7) days prior to the requested service. \*\*

No on-site additions/cancellations will be processed until an official approval is received from an authorized staff member you designate. These revisions **MUST ALWAYS** go through the Sales Manager and Rigging Supervisor.

All lifts, condors or forklifts being operated by Encore Event Technologies labor must be inspected on a daily basis. Every lift must have a sign-in sheet on it that every operator must sign-in on.



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# 720 Union Labor Guidelines

## *Production Guidelines*

### **Minimums**

Minimum call is 4 hours.

Minimum call for broadcast is 8 hours.

Increment of payment is ¼ hour (15 min.) for any time worked beyond the minimum call.

Minimum cancellation notice is 24 hours.

Calls can go 6 hours as long as the employee is leaving at that time. Any work beyond that with out a break will result in meal penalty starting after the 5th hour of work continuing until a meal break is given.

### **Breaks**

Crew shall be granted a paid 10 minute break for each 4 hours worked, however the break shall be given no later than the third hour of each 4 hour period. Breaks need not be granted during a performance, presentation or meeting.

Crew shall not be required to work more than 5 hours without being allowed a meal period of at least ½ hour. This time is not considered time worked and will not be charged. Meal periods shall not exceed 1 hour in duration and must be granted no sooner than 2 hours after the call begins. Meal periods may be staggered among members of the crew. Crew returning from a meal period shall be guaranteed 2 hours of work or equivalent pay.

In the event that an employee is not provided with a meal period they shall be paid at a rate of 2x base rate for all ensuing hours until a meal period is provided. The maximum penalty under any circumstance shall not exceed 3x base rate.

Food provided by the Employer at the job site without providing the appropriate time off for a meal period shall be considered an appropriate meal period. The time will be billed as time worked, but not result in meal penalties being charged.

### **Overtime Structure**

Base rate for the first 8 hours (must include a meal break) .

1½ x rate for the next four hours.

2x rate for the next 12 hours.

Triple time after 24 hours continuous.

All time worked in excess of 40 hours in a work week shall be paid at 1½ x base rate.

### **Short Turnaround (Less Than 8 Hours Off)**

3x base rate for any time worked within 8 hours from the time the employee was released from the job.

The premium rate of pay will apply until the employee receives a rest period of 8 consecutive hours.

### **6th & 7th Day**

All work performed by crew on their 6th consecutive day of work shall be paid for at 1½ x base rate for the first 8 hours and 2x base rate thereafter. All work performed by crew on their 7th consecutive day of work shall be paid for at 2x base rate. However, an employee shall not be replaced to avoid 6th and 7th day premium pay.

### **Paid Holidays**

New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day- all work performed on these days shall be paid at 2x the base rate.

### **Stewards**

When the total number of crew on a job reaches 20 a non-working steward is required to administer the contract in the absence of a Business Representative of the Union.

### **Compounding**

There shall be no compounding or pyramiding of overtime pay or other form of premium compensation which shall exceed 2x the base rate of pay, except in cases of 24 consecutive hours of work, a meal penalty or minimum turnaround, in which case the highest rate of pay shall be 3x the base rate.

## Price Guide

### Video Components

#### MONITORS

	QTY	DAYS	PRICE	TOTAL
80" LED/LCD (16x9)			\$1600.00	
60" LED/LCD (16x9)			\$800.00	
52" LED/LCD (16x9)			\$525.00	
40" LED/LCD (16x9)			\$450.00	
6' Monitor Stand (Dual Chrome Pole)			\$80.00	
Custom Cobra Stand (Only Available for 52" LED/LCD)			\$100.00	
32" LCD Computer Monitor (HDMI, VGA & DVI Input)			\$265.00	
20" LCD Computer Monitor (VGA & DVI Input)			\$120.00	

#### PLAYERS/ RECORDERS

AJA KiPro Digital Video Recorder			\$450.00	
Blu-ray Player			\$110.00	
DVD Player			\$80.00	

#### PLAYERS/ RECORDERS

10K Lumen DLP HD Projector (1.4-1.8 Lens)			\$2100.00	
7K Lumen DLP HD Projector (1.4-1.8 Lens)			\$1030.00	
5K Lumen LCD Projector (1.8-2.4 Lens)			\$790.00	
Projector Setup Package (Power drop, Setup, Cart & Cables)			\$70.00	

#### VIDEO SWITCHERS & PROCESSORS

Folsom Pres. Pro Graphic Switcher			\$370.00	
Folsom ImagePro-HD Sig. Process			\$500.00	
Cable Package (HDS/SDI, DVI & HDMI)			Call for Details	

### Audio Components

#### MICROPHONES & ACCESSORIES

UHF Wireless Microphoning System ○ Handheld ○ Headset ○ Lavalier			\$165.00	
Wired Microphone ○ Handheld ○ Headset ○ Lavalier			\$37.00	
Microphone Stand			\$11.00	
12 Channel Mixer			\$170.00	
16 Channel Digital Mixer			\$525.00	
32 Channel Digital Mixer			\$630.00	
Lg Powered Speakers (PRX612/PRX712)			\$95.00	
2 Speaker Audio System (Mixer, 1 Wired HH Mic & Cables)			\$395.00	
4 Speaker System w/ 2 Subs (K-Array)			\$1250.00	
8 Speaker Line Array Sys. w/ 2 Subs			\$2650.00	

#### CANCELLATION

Written cancellation of ordered equipment and services must be received in writing seventy-two (72) hours prior to scheduled installation or delivery time. Refunds will not be given for orders cancelled less than seventy-two (72) hours prior to install or delivery. To ensure availability, please reserve equipment 30 days in advance. Premium charges may apply to orders placed within 48 hours of meeting date.

\* Prices reflect daily rates unless otherwise noted. Equipment pricing and service fee charges are subject sales tax.

### Screens

#### TRIPOD SCREENS & ACCESSORIES

	QTY	DAYS	PRICE	TOTAL
6'X6' Screen Package 6'x6' Screen, 32"Draped Cart, Power Strip and 25' Extension Cord			\$127.00	
8'X8' Screen Package 8'x8' Screen, 32"Draped Cart, Power Strip and 25' Extension Cord			\$127.00	
6'x6' Tripod Screen			\$50.00	
8'x8' Tripod Screen			\$50.00	
10'x10' Cradle Base			\$70.00	
12'x12' Cradle Base			\$80.00	

### A/V Accessories

#### MISCELLANEOUS

32" Roll Cart			\$34.00	
54" Roll Cart			\$34.00	
Flipchart w/ Pad & Markers			\$50.00	
Flipchart w/ 3M Post-it Pad & Markers			\$65.00	
Whiteboard & Markers			\$120.00	
Laser Pointer or Wireless Mouse			\$65.00	
AC Cord			\$23.00	
Powerstrip			\$23.00	
Belken Power Hub w/ USB & AC Outlet			\$25.00	

#### RIGGING/ DRAPE

Rigging Points (weekly rate)			\$160.00	
20' Scissor Lift (Additional Labor needed)			\$265.00	
32' Scissor Lift (Additional Labor needed)			\$350.00	
16'x10' Black Drape (Additional Labor needed)			\$150.00	
22'x10' Black Drape (Additional Labor needed)			\$150.00	

### Electrical

#### POWER SERVICES (per week)

120V20A			\$240.00	
208V3P60A			\$834.00	
208V3P100A			\$1032.00	
208V3P200A			\$1887.00	
208V3P400A			\$2747.00	

### Labor

Rigger			\$95.00	
Head Electrician			\$95.00	
Overtime 8 hours & over *4 hours minimum on all labor calls. 2 hours minimum for installation and dismantle per room.			\$142.50	

### Your Order Totals

Services / Equipment / Labor Total	
Delivery / Basic Installation/ Pick-up	
23% of Order Subtotal	
8.25% Sales Tax on Equipment & Fees	
Labor Total	
Additional Hourly Labor / Facility / Handling if Required	
<b>TOTAL</b>	



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## Expo Pricing Price Guide

### Video

	ADVANCE	STANDARD
DVD Player	\$80/day	\$100/day
Blu-ray Player	\$100/day	\$120/day
54" Roll Card with Skirt	\$25/day	\$32.50/day
Data/ Video Projector (5000 Lumen)	\$750/day	\$900/day
Tripod Projection Screen (6'x6') with accessories kit	\$85/day	\$100/day
High End Projector (BARCO, Roadie OLP) 12000 w/Screen Systems		Call for quote
Larger Projection Screens (FastFold)		Call for quote
Video or Data Rear Projection System		Call for quote
Larger Plasma Flat Panels, Vertical Display LCD, & Vertical Touch Screen available		Call for quote

### Screens /Monitors

60" LED/LCD	\$1200/show	\$1600/show
50" LED/LCD	\$800/show	\$1200/show
40" LED/LCD	\$700/show	\$900/show
32" LED/LCD	\$600/show	\$800/show
Monitor Pole Stand	\$150/show	\$200/show
Monitor Shelf	\$50/show	\$100/show
VGA/DA 1X4/HDMI	\$50/show	\$75/show

### Audio Equipment & Misc. Items

	ADVANCE	STANDARD
UHF Wireless Microphone Handheld, Headset, or Lavalier	\$150/day	\$180/day
Wired Microphone Handheld, Headset, or Lavalier	\$35/day	\$42/day
Self-Powered Sound System 2 Speakers / 2 Stands (approx. 50-100 ppl)	\$200/day	\$400/day
MP3 Input Station (added to Sound System)	\$35/day	\$45.50/day

\*Maximum six (6) individual lights per booth. Any lighting needs exceeding six (6) individual fixtures will require a custom lighting proposal. Theatrical lighting fixtures include: maintenance, installation, removal, outlet and one (1) focus. If refocusing is required, and additional labor charge will apply.

### Theatrical Lighting

	ADVANCE	STANDARD
Source 4 Par Can Unit	\$440 each	\$755 each
Ellipsoidal Source 4 Leko Unit	\$440 each	\$755 each

### Truss, Motors & Lift Equipment

12" Black Box Truss - 10'	\$130/week	\$175/week
12" Black Box Truss - 8'	\$100/week	\$145/week
12" Black Corner Box	\$75 each	\$90 each
20.5" Black Box Truss - 10'	\$150/week	\$210/week
20.5" Black Box Truss - 8'	\$125/week	\$170/week
20.5" Black Corner	\$100 each	\$115 each
1/2 or 1 Ton Hoist	\$300 each	\$422 each
Rigging Point (1/2 or 1 Ton Hoist)	\$115 each	\$135 each
Condor	\$210/hour	\$210/hour
Scissor Lift	\$250/day	\$250/day

### Labor

	STRAIGHT-TIME	OVER-TIME
Note: Straight Time is Monday - Friday, 8:00am - 5:00pm Over time is Monday - Friday, before 8:00am, after 5:00pm, weekends and holidays		
Labor in	\$95/hour	\$182/hour
Labor out	\$95/hour	\$182/hour
Rigging Porter (up to 1000 sq ft)	\$48/day	\$60/day
Rigging Porter (1001-3000 sq ft)	\$70/day	\$100/day
Rigging Porter (3000 sq ft and above)	\$110/day	\$155/day

\*Please indicate type of labor required when ordering: A/V Technician, High Rigger/ Ground Rigger/ Lighting Technician, Programmer, Projectionist

### Hanging Signs

Refer to Encore Contract for Terms and Conditions  
\*\*\*If you need to hang a sign in your booth please contact us and we will create a custom order for you  
For questions please call Encore Event Technologies at 702-322-5735  
\*\*\*If you have Truss and Rigging in Bayside A, B, C, or D Hall, Periodic Porter service is required and must be ordered through United Maintenance

Rigging Porter Service will be performed once installation of all riggings completed in the booth. This service is required if the booth is located in the Bayside Hall.

\*A 23% service charge applies to all audio visual items ordered

Order on-line at: [www.mandalaybayexhibitorservices.com](http://www.mandalaybayexhibitorservices.com)

# Exclusive Rates



## Price Guide

### CONTACT INFORMATION

Company:	
Address:	
City:	
State:	Zip:
Phone:	Fax:
Ordered by:	

### GENERAL SESSION INFORMATION

Room:
Load In Date & Time:
Load Out Date & Time:
<input type="checkbox"/> Rigging/Lighting Plot Submitted?
On-Site Contact:
Cell Phone:

### PAYMENT INFORMATION

<input type="checkbox"/> Credit Card
<input type="checkbox"/> Master Account

### BANNER INFORMATION

Qty:
Location:
Load In Date & Time:
Load Out Date & Time:

### TERMS AND CONDITIONS

**ORDER DEADLINE:** Any orders received or changed with less than 14 business days before load in is subject to additional fees associated with sourcing the equipment and labor.

**LABOR:** Labor is an estimate only. You will be billed on actual labor hours and your contract will be updated on a daily basis. If the final contract total is higher than what was originally signed, we will need a new signed contract. All labor is based on a four hour minimum. No on-site additions/ cancellations will be processed until an official approval is received from an authorized staff member you designate. All labor revisions MUST go through the Encore Sales Manger.

**LIFTS:** Prices for lifts (scissorlift, genie personal lift, boom lift, condor) are available upon request. There are daily and weekly rates. Only Encore employees are authorized to operate Encore provided lifts.

### POWER SERVICE

- 2000 Watt Outlet, 120 volt
- 60 amp 3 phase
- 100 amp 3 phase
- 200 amp 3 phase
- 400 amp 3 phase

QTY

### WEEKLY RATE

- \$240.00
- \$834.00
- \$1,032.00
- \$1,887.00
- \$2,747.00

TOTAL

### SUBTOTAL

### RIGGING EQUIPMENT

- Motor 1 ton or 1/2 ton (doesn't incl control)
- Custom Motor Package with Control
- Truss 12"x12"x10' Black
- Truss 20"x20"x10' Black

QTY

### RATE

- \$210.00
- call for pricing
- \$115.00
- \$145.00

TOTAL

### SUBTOTAL

### LABOR RATES

- Head Audio Tech (A1)
- Assist Audio Tech (A2)
- Camera Operator
- Video Engineer
- Video Tape Operator
- Video Utility
- Video Projectionist
- Advanced AV Technician
- AV Technician
- Head Carpenter
- Assist Carpenter
- Head Electrician
- Assist Electrician
- Carloader (3 hrs/truck); per out of state truck
- Carloader (4 hr min); price per in state truck
- Laborer/Pusher
- High/Bucket Rigger
- Ground Rigger
- Job Steward\*\*\*
- Rigging Supervisor\*

QTY

### HOURLY RATE HRS

- \$95.00 4
- \$92.00 4
- \$95.00 4
- \$95.00 4
- \$95.00 4
- \$92.00 4
- \$95.00 4
- \$95.00 4
- \$92.00 4
- \$95.00 4
- \$210.00 1
- \$92.00 4
- \$92.00 4
- \$95.00 4
- \$95.00 4
- \$95.00 4
- \$95.00 4
- \$95.00 4
- \$95.00 8

TOTAL

### SUBTOTAL

### RIGGING EQUIPMENT

- Rigging Point\*\*

QTY

### RATE

- \$160.00

TOTAL

\* An Encore Event Technologies Rigging Supervisor is REQUIRED during the installation of any and all rigging/assembly functions. This is NOT a hands on position.

\*\* There is a rigg point charge of \$150.00 applied for every existing point. Custom created points will be charged at \$250 Per.

\*\*\* When the total number of crew on a job reaches 20, a non-working steward is REQUIRED to administer the contract in the absence of a Business Representative of the Union.

### AUDIO ZONE FEE

- \$75.00/day/room to patch into house sound
- \$53 Audio Patch Fee

QTY

### RATE/ROOM/DAY DAYS

- \$75.00
- \$53.00

TOTAL

### GRAND TOTAL



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# Terms and Conditions

## Price Guide



### 1. PAYMENT TERMS

Lessee agrees to pay Encore Event Technologies (hereinafter "Encore") all charges indicated on this Rental Contract which includes these Terms and Conditions and any equipment that is rented pursuant to the terms set forth herein (the "Equipment") or labor overages. Payment is due and payable in full upon signing this Rental Contract unless otherwise negotiated and agreed to in writing on a Commencement of Work document.

### 2. ESTIMATES

In connection with this Rental Contract or any contract entered into between Encore and Lessee, any estimate provided to Lessee in connection with the expected labor hours and number of days the Equipment is solely an estimate. In the event that the actual hours, actual quantities of Equipment rented hereunder or actual days the Equipment is rented is greater than the amount indicated in any proposal, Lessee will be charged for those overages at Encore's standard rates less any applicable discounts.

### 3. DAMAGE WAIVER

All Equipment has been inspected upon delivery and Lessee acknowledges and warrants that all Equipment was received in good and working order. Lessee agrees to pay for any and all damages on account of lost, damaged or stolen equipment and/or loss caused by Lessee's accident, misuse or neglect. Should the Equipment listed on this Rental Contract malfunction for any reason and at no fault of Lessee, Encore will only be responsible for the repair of listed Equipment but WILL NOT be held responsible for any damages or loss caused as a result of the Equipment malfunctioning.

### 4. SUBLEASE

With the prior written consent of Encore, Lessee shall have the right to sublease the Equipment and, in the event of a sublease, Lessee shall be fully responsible for all insurance on, repair and replacement of, and reclamation of the Equipment. Encore reserves the right to replace the Equipment at Lessee's expense at full retail value if the subleased Equipment is lost, damaged or untimely returned.

### 5. TITLE

The parties intend to create a rental agreement and the relationship of lessor and lessee between themselves. The terms set forth herein shall not be construed or interpreted to create or imply the existence of a finance lease or installment lease or sales contract. Title to the Equipment shall at all times be vested in Encore, and no right, title or interest in the Equipment shall pass to Lessee other than the use of the Equipment for the rental period as agreed to by the parties, which right is conditioned upon Lessee's compliance with this Rental Contract.

### 6. SURRENDER / EQUIPMENT HANDLING

On the expiration or earlier termination of this Rental Contract, Lessee shall return the Equipment in good repair, condition and working order, subject only to reasonable wear and tear. All Equipment must be handled by Encore personnel only. Equipment may not be moved, stored, or serviced by Lessee or any other party. Lessee may not operate the Equipment unless authorized by Encore. Lessee agrees that Encore shall have the right to enter the premises where the Equipment is located and shall have access to the Equipment at all times.

### 7. CANCELLATION

Unless otherwise negotiated or agreed to in writing on a Commencement of Work Document, the following monies shall be payable by Lessee to Encore in the event of cancellation prior to the expiration of the rental period set forth on this Rental Contract: Cancellations must be made in writing seventy-two (72) hours prior to scheduled installation or delivery time. Refunds will not be given for orders cancelled less than seventy-two (72) hours prior to install or delivery.

### 8. DEFAULT

If Lessee fails to pay rent or otherwise fails to observe, keep or perform any provision of this Rental Contract, or if Lessee should enter into voluntary or involuntary bankruptcy or receivership or other legal impediment which could impair the Equipment, Encore shall have the right to:

- Enter Lessee's premises and reclaim the Equipment at Lessee's premises or at site of any subleases without demand or notice to Lessee or court order or other processes of law, and declare the entire amount of rent immediately due and payable without demand or notice to Lessee. Lessee waives any damages occasioned by such reclamation. Any reclamation shall not constitute a termination of this Rental Contract unless Encore expressly notifies Lessee in writing;
- Sue to recover all rents and any other amounts owed or accruing to Encore;

- Terminate this Rental Contract as to any or all items of Equipment; and/or
- Exercise any other remedy at law or equity.

All such remedies are cumulative and may be exercised concurrently or separately. The exercise of any remedy shall not release Lessee from this Rental Contract and Lessee shall remain liable for the full performance of all obligations to be performed by Lessee under this Rental Contract.

### 9. CREDIT TERMS

All open accounts require prior credit approval. Should collection under the terms of this Rental Contract commence, Lessee agrees to pay all collection costs which include, but are not limited to, Equipment recovery costs, storage charges, attorneys' fees and court costs.

### 10. CHOICE OF LAW AND VENUE

The interpretation and effect of this Rental Contract and the related agreements shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Nevada. Any litigation arising out of or related to this Rental Contract shall be instituted and prosecuted only in the appropriate state or federal court situated in Clark County, Nevada. The parties submit to the exclusive jurisdiction and venue of such courts for purposes of any such action and the enforcement of any judgment or order arising therefrom. Each party waives any right to a change of venue and any and all objections to the jurisdiction of the state and federal courts located in Clark County, Nevada.

### 11. ATTORNEY'S FEES

In the event either party, institutes any action arising out of, related to, or for the breach of, this Rental Contract, the prevailing party shall be awarded reasonable attorneys' fees and costs.

### 12. CONDITION OF EQUIPMENT

Encore maintains and services the Equipment in accordance with manufacturers' specifications and industry practice. Encore does not, however, warrant or guarantee that the Equipment or services being provided will be free of defect, malfunction or operator error. If the Equipment malfunctions or does not operate properly during the event for any reason whatsoever, Lessee agrees to immediately notify Encore's on-site representative. Encore will attempt to remedy the problem as soon as possible so that the event is not interrupted. Lessee agrees and acknowledges that Encore assumes no responsibility for any loss, cost, damage or injury to persons or property in connection or as a result of inoperable Equipment or otherwise.

### 13. LIMITATION OF LIABILITY AND INSURANCE

Lessee agrees to defend, indemnify and hold Encore and its officers, directors, employees, successors and assigns harmless from any and all claims arising out of any violation of any law, rule, regulation or order, and from any and all claims or liabilities for loss, damages or injury to persons or property of whatever kind or nature arising from the use or operation of the Equipment, or from the negligence or carelessness of the agents or employees of Lessee. Additionally, Encore shall not be liable for any special or consequential damages including lost profits arising relating to the Equipment, the services or this Rental Contract. Lessee shall notify Encore promptly of any accident involving the Equipment. Lessee shall obtain contractual insurance in connection with this Rental Contract and pursuant to this paragraph, in an amount satisfactory to Encore and provide proof of such insurance upon request of Encore.

### 14. SEVERABILITY

In the event that any provision of this Rental Contract shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect and be construed as though such unenforceable or inoperative provisions had never been a part of hereof.

### 15. CONSTRUCTION CLAUSE

For the purpose of interpretation, the language in this Rental Contract shall be deemed to be the language of both parties and neither party shall be deemed to be the drafting party.

### 1.6 SURVIVAL

All provisions of this Rental Contract related to indemnification, disclaimers and limitations on liability and all other obligations of the parties that arise in connection with Lessee's rental of Equipment from Encore shall survive the termination of the rental of such Equipment.

### 17. ENTIRE AGREEMENT

This Rental Contract incorporates by reference any attached Schedules, Contract, and Commencement of Work, related to this rental order, and contains the parties' entire understanding and may not be modified except in written form signed by both parties.



