



SAFETY RULES



The following Safety Rules apply to any and all tents and other temporary structures (each, a "Rented Item") provided by J&A Party Rentals, Inc., a New Jersey corporation, d/b/a "Ocean Tents & Party Rentals" (hereinafter, "OT&P," "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, a "Customer," "you" and/or "your"). You, the "Customer/Lessee" identified in the Contract, agree to use each Rented Item **only for its intended purpose**, in a reasonable and safe manner, within its rated capacity, and otherwise in accordance with any and all applicable use, maintenance, repair and safety instructions provided by or at the direction of the appropriate manufacturer, as well as all applicable laws, rules, regulations, industry standards and policies of insurance. In addition, you agree to comply fully with the following specific Safety Rules at all times:

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 ice and snow 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 all necessary licenses, permits, authorizations and approvals, advise the appropriate Utilities Protection Service and **mark all underground utilities and cables (call 811 or 800-272-1000, or go to www.nj1-call.com, for details)** including without limitation, water, gas, steam, sewer and electricity lines, underground sprinklers and television cables, at least 3 full business days prior to the scheduled delivery/installation date, and upon completion thereof, to provide complete and accurate copies of the same to OT&P.

RULE #2 USE OF WEIGHTS/WATER BARRELS TO ANCHOR RENTED ITEMS 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.** OT&P DISCLAIMS 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 OT&P; AND (C) **AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS OT&P, ITS SHAREHOLDERS, 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 TENT

Once a Rented Item has been set and anchored in place by OT&P (or at our direction), attempting to move or modify it in any way **can result in severe 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 or collapse, particularly in severe weather. Accordingly, you agree to refrain from doing so absent the express written approval of Ocean Tents & Party Rentals.

RULE #4 LIMIT OR ELIMINATE FIRE HAZARDS WHEREVER POSSIBLE

Tents and linens 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 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.

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

Event patrons occasionally become unruly, hostile and/or intoxicated. Any and all person(s) who exhibit unruly or hostile behavior or appear to be intoxicated is/are expressly prohibited from entering any Rented Item.

RULE #7 DO NOT PERMIT ACCUMULATION OF SNOW, ICE, SLEET, HAIL OR RAIN ON TENTS

THE ACCUMULATION OF PRECIPITATION CAN DAMAGE A RENTED ITEM AND/OR CAUSE IT TO COLLAPSE. RENTED ITEMS ARE TYPICALLY NOT SNOW-RATED. ACCORDINGLY, YOU AGREE TO CAREFULLY MONITOR PRECIPITATION, TO PERIODICALLY REMOVE ALL SNOW, ICE, SLEET AND HAIL FROM ALL RENTED ITEMS, AND TO COMPLY FULLY WITH ALL INSTRUCTIONS PROVIDED BY OT&P (INCLUDING WITHOUT LIMITATION, THOSE CALLING FOR THE USE OF HEATERS IN ORDER TO LIMIT ACCUMULATION OF SNOW AND ICE ON TENTS.

RULE #8 PROTECT PERSONAL PROPERTY FROM WATER DAMAGE

RENTED ITEMS ARE NOT WATERPROOF. PRECIPITATION, INCLUDING RAIN, SNOW, ICE, SLEET OR HAIL, MAY 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 inside any Rented Item.

RULE #9 EVACUATE IN THE EVENT OF SEVERE WEATHER (SEE 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, snow, sleet, hail and high winds). You agree to **maintain 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, snow or ice, 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 water damage); and (c) **PERMIT OT&P, 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 OT&P to do so). **YOU ASSUME ALL RISKS ASSOCIATED WITH THE SAME.**

CUSTOMER/LESSEE ASSUMES FULL RESPONSIBILITY FOR ALL PERSONAL INJURIES AND PERSONAL PROPERTY DAMAGE (INCLUDING DAMAGE TO THE RENTED ITEM(S)) AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OT&P FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH THE SUBJECT RENTED ITEM(S) AND/OR CUSTOMER/S/LESSEE'S FAILURE TO COMPLY WITH ANY OF THE FOREGOING SAFETY RULES.

