

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 84, SERIES 2024**

**A RESOLUTION APPROVING THE CONTRACT WITH
STEADFAST EVENT SOLUTIONS LLC DBA FLEXX PROUDCTIONS FOR EVENT
EQUIPMENT RENTAL SERVICES**

WHEREAS, the Town Council of the Town of Timnath (the “**Town**”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, the Town completed an RFP solicitation for Event Equipment Rental Services and recommended award to one contractor; and

WHEREAS attached hereto as **Exhibit A** is the Independent Contractor Agreement for Event Equipment Rental Services between the Town and Steadfast Event Solutions LLC dba Flexx Productions, dated December 10, 2024; and

WHEREAS, the Town Council is familiar with the Independent Contractor Agreement and finds it to be in the best interest of the Town, its residents, and the general public to enter into the agreement.

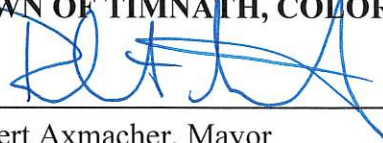
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The required purchase proposal and expenditure of funds up to \$34,291.00 is hereby approved, authorized, and ratified to enter into a contract with Steadfast Event Solutions LLC dba Flexx Productions for Event Equipment Rental Services. The required agreements may be finalized by the Town Manager, in consultation with the Parks & Recreation Director, Legal Counsel, and other applicable staff or consultant. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON DECEMBER 10, 2024.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, CMC, Town Clerk



INDEPENDENT CONTRACT AGREEMENT FOR RECREATIONAL SERVICES (Event Equipment Rental Services)

This INDEPENDENT CONTRACT AGREEMENT FOR RECREATIONAL SERVICES, including all exhibits attached hereto, (the “Agreement”) is entered into as of the 10th day of December, 2024, by and between TOWN OF TIMNATH, a home rule municipality and political subdivision of the State of Colorado (the “Town”), and STEADFAST EVENT SOLUTIONS, LLC DBA FLEXX PRODUCTIONS (the “Contractor”), a Limited Liability Company of the state of Colorado, in good standing with the Colorado Secretary of State (*see Exhibit C*). The Town and Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town is a home rule municipality, authorized to provide certain services within its corporate boundaries, including entering into contracts pursuant to § 31-15-101, C.R.S.;

WHEREAS, the Town has obtained necessary approvals and appropriated sufficient funds, which are available for the work to be performed by Contractor under this Agreement;

WHEREAS, the Town desires to engage Contractor to render the services described in this Agreement;

WHEREAS, Contractor has represented that it has the professional experience, skill and resources to perform the services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**. In the event of any conflict between terms in the body of this Agreement and **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to incur any obligation or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or authorized by the Town.

2. TERM/RENEWAL. This Agreement shall be effective as of the date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 14 hereof; (ii) completion of the Services; or (iii) December 31st of the year of execution of this Agreement. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the Town determines not to appropriate funds for this Agreement for the next succeeding year, this

Agreement shall automatically renew for up to four (4) additional one-year terms commencing January 1st of the next year.

3. ADDITIONAL SERVICES. The Town may request, in writing, that Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of such services shall be subject to the mutual agreement of the Parties pursuant to a written service order or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the Town has appropriated funds sufficient to cover the additional compensable amount.

4. GENERAL PERFORMANCE STANDARDS

a. Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement.

b. Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by Contractor is delayed due to factors beyond Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the Town and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. Contractor agrees that it will continue comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, equal opportunity and non-discrimination in employment, and immigration laws.

d. The responsibilities and obligations of Contractor under this Agreement shall not be relieved or affected in any respect by the presence of, review by, or acceptance by any agent, contractor, subcontractor or employee of the Town.

5. BACKGROUND CHECKS. Contractor shall provide the Town with a list of all employees, subcontractors or volunteers (collectively "Contractor's Agents"), which will be performing the Services for the Town. Prior to beginning any classes/camps/programs or adding any new Contractor's Agents, Contractor shall provide the Town with proof that it has conducted a comprehensive background check within the past six months on all of Contractor's Agents over the age of 16, which will have contact with vulnerable persons, defined as youth under the age of 18 or elderly citizens over the age of 65 or persons with disabilities, as part of the Services. The background check shall include, at a minimum, confirming identity, checking for national and local criminal convictions (including all counties in which Contractor's Agents have lived in for the past seven years) and checking the sexual offender registry. The background checks on Contractor's Agents should be renewed at least every 12 months. If the background check reveals any felony charges or

convictions or criminal charges or convictions related to vulnerable person(s) or involving violence, sexual assault or molestation, such individuals shall not be allowed to participate in the Services.

6. SAFETY PROTOCOLS.

a. Contractor shall adopt, implement and enforce a policy for protection of any residents or participants of the program who are considered a “vulnerable person”. This includes children under the age of 18, persons over the age of 65 or people with disabilities. A copy of this policy shall be provided to the Town upon request.

b. Contractor shall provide periodic, recurring training for supervisors, employees and volunteers about appropriate behaviors and conduct expectations. This should include specific information about the warning signs and predictors of sexual abuse and molestation.

c. Contractor shall provide information for youth program participants and their parents/guardians about behavioral expectations, Contractor’s commitment to avoiding inappropriate behaviors, and procedures for addressing concerns.

d. Employees, subcontractors and volunteers of Contractor are prohibited from being alone with or transporting any youth under the age of 18 or persons with disabilities, without the express advanced written permission of the Director of Parks and Recreation and the parent/guardian.

e. Contractor’s Agents shall be required to self-report any felony charges or convictions or criminal charges or convictions related to vulnerable person(s) or involving violence or sexual assault. Contractor shall immediately suspend any Contractor’s Agent who report such charges, pending resolution, or convictions, from performing the Services. Contractor shall notify the Town any time that Contractor becomes aware of such a charge or conviction by someone performing the Services, pursuant to the procedure set forth in subsection f below

f. Contractor shall provide written notice to the Town within 24 hours or receiving any complaint of inappropriate behaviors, sexual harassment or abuse or molestation, on behalf of any employee, subcontractor, volunteer, agents or participant in the Services, including a full report detailing the allegation. Contractor shall provide all information in connection with the allegation to the Town and cooperate with the Town in its investigations. Contractor shall not retaliate against anyone for reporting an incident or participating in the processes for investigating and addressing complaints. Such reporting shall be submitted via email to all of the following individuals, followed by a Copy mailed to the Town Manager at 4750 Signal Tree Drive, Timnath, CO 80547:

Tom Casal, Director of Parks and Recreation tcasal@timnathgov.com	Aaron Adams, Town Manager aadams@timnathgov.com
Carolyn Steffl, Town attorney csteffl@dietzedavis.com	Patricia Damiano, Town Paralegal pdamiano@timnathgov.com

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services shall be as follows:

The Town shall pay Contractor, in accordance with **Exhibit A**. Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. Concurrent with the execution of this Agreement, Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain an itemized statement of the Services performed. Payment for the Services shall be made by the Town within 30 days of receipt of a timely, satisfactory and detailed invoice. In the event that the Town contests all or a portion of an invoice, the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

b. Interest on late payments, if any, other than amounts disputed by the Town, shall accrue and be paid at a rate of 12 percent per annum.

8. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and nothing in this Agreement shall constitute or designate Contractor or any of its employees or agents as employees or agents of the Town. Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without control or direction from the Town, and shall be responsible for supervising its own employees or subcontractors. The Town shall not secure nor provide, any insurance coverage or employment benefits of any kind to Contractor or its employees or sub-contractors, including without limitation, tax contributions, insurance contributions (e.g. FICA taxes), disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits or retirement account contributions. Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. **Contractor is not entitled to worker’s compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by Contractor or some other entity other than the Town, and Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

9. PUBLIC EMPLOYEES’ RETIREMENT ASSOCIATION: EMPLOYEE MEMBERSHIP. Contractor agrees that, concurrent with execution of this Agreement, Contractor will disclose to the Town the membership status of any of Contractor’s employees that are members of the Colorado Public Employees’ Retirement Association pursuant to §§ 24-51-301 *et seq.*, C.R.S. Failure to meet this requirement shall be a material breach of this Agreement, and the Town’s obligations to perform under this Agreement are specifically conditioned on Contractor’s performance as required under this Section 9.

10. CONTRACTOR’S INSURANCE.

a. Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. The commercial general liability and commercial auto liability policies will be endorsed to name the Town as an additional insured and shall contain waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry, and any insurance maintained by the Town shall be considered excess. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, Contractor shall provide the Town with certificates evidencing the policies required by this Agreement, as well as the amounts of coverage, which certificates shall be attached hereto as **Exhibit B-1**. All subcontractors, if any, shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the Town and Contractor; provided, however, that the subcontractors shall not be required to provide coverage in excess of that which is required hereunder of Contractor. If the coverage required expires during the term of this Agreement, Contractor or subcontractor shall provide replacement certificates evidencing the continuation of the required policies.

c. Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit Contractor's liability under any provision in this Agreement. Contractor shall be responsible for the payment of any deductibles on issued policies.

11. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Contractor shall hold in strict confidence, and shall not disclose or use in competition, any information which Contractor becomes aware of under this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to Contractor (ii) provided to Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by Contractor without use of the Town's confidential information. If requested by the Town, Contractor will enter into a confidentiality agreement in a form reasonably acceptable to the Parties. Contractor agrees that any of its employees, agents or subcontractors with access to any information designated as confidential information of the Town shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the Town may disclose or Contractor may obtain directly for customers Personal Identifying Information or "PPI". "PPI" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-

103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. If Contractor receives PPI, in compliance with § 24-73-102, C.R.S., Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the PPI; and (ii) reasonably designed to help protect the PPI from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the Town, Contractor agrees to notify the Town of any conflicts of interest known to Contractor that impact Contractor's provision of Services to the Town.

12. INDEMNIFICATION. Contractor shall indemnify and save and hold harmless the Town, its councilmembers, officers, agents, contractors, and employees from and against: (1) damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers and employees of the Town) and (2) claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees costs), causes of action, or other legal, equitable or administrative proceedings, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation which is incurred by the Town, caused by or arising out of the errors and omissions, willful misconduct, criminal, tortious or negligent actions or omissions of Contractor, in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including such acts or omissions of employees, agents, subcontractors, volunteers, or representatives of Contractor; provided however, that Contractor need not indemnify the Town from damages proximately caused by the negligence of the Town's officers, agents and employees. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary.

13. SUBCONTRACTORS. Contractor shall not subcontract any Services without prior written approval by the Town. Contractor is solely and fully responsible to the Town for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by Contractor or a subcontractor, and neither the Town's approval of any subcontractor or supplier, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect Contractor's duties, liabilities, or obligations under this Agreement. Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for Services rendered prior to the date of any such termination. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the Town.

14. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for cause or convenience by the Town by giving Contractor thirty days' prior written notice or for default, as set forth in Section 16 below.

15. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement,

the non-defaulting party shall deliver written notice to the defaulting party of the default, per Section 16 below. If any default is not cured within ten days of such notice, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement with thirty days advance notice and enforce the defaulting party's obligations by an action for injunction or specific performance. This Town may immediately terminate this Agreement if it finds that the actions or inactions by Contractor pose a risk to health, safety and welfare of residents or participants in the Services, including without limitation, failure to comply with the requirements of Section 5 and 6.

16. NOTICES. Except as set forth in Section 5 and 6 hereof, any notice required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight courier service, or sent by certified mail, return receipt requested. Notices shall be deemed received upon: (a) delivery, if hand-delivered; (b) the earlier of actual receipt or three days after mailing, if sent by registered or certified mail; or (c) one business day after being deposited with a nationally recognized overnight air courier service. Any Party may at any time, by giving written notice to the other Party as provided in this Section, designate additional persons to whom notices will be given or change the address to which such notice will be given. Such notices will be given to the Parties at their addresses set forth below:

To the Town: Town of Timnath
 Attn: Town Parks and Recreation Director
 4750 Signal Tree Drive
 Timnath, CO 80547
 970-224-3211 (phone)
 970-224-3217 (fax)

With copy to: Timnath Town Attorney
 Attn: Carolyn Steffl
 4750 Signal Tree Drive
 Timnath, Colorado 80547
 (970) 224-3211 (phone)
 (970) 224-3217 (fax)

Contractor: Steadfast Event Solutions, LLC dba Flexx Productions
 Attn: Morgan Johnson
 1833 E Harmony Road, Unit 19
 Fort Collins, CO 80526
 (970) 223-1195 (phone)

17. RECORDS. The Town shall have the right to review or audit, with reasonable notice, any of Contractor's records necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets and payroll records). Contractor agrees to maintain adequate records for such purposes during this Agreement and for two years after

expiration or termination and to make the same available to the Town at all reasonable times and for so long thereafter as there are unresolved questions or disputes regarding any item pertaining thereto.

18. GENERAL PROVISIONS.

a. Entire Agreement / Amendment. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other on the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may modified only by a writing executed by both Contractor and the Town.

b. Assignment. Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town. Any attempted assignment of this Agreement in whole or in part the Town's consent shall be null and void and of no effect.

c. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

d. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

e. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the work is being performed. The Parties expressly and irrevocably waive any objections to venue, including, but not limited to, *forum non-conveniens* or otherwise. At the Town's request, Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings, and the Town shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

f. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the State of Colorado.

g. Litigation. At the Town's request, Contractor will consent to being joined in litigation between the Town and third parties related to the Services or this Agreement, but such consent shall not be construed as an admission of fault or liability.

h. Annual Budget and Appropriation. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or financial obligation whatsoever. Financial obligations of the Town pursuant to this Agreement are subject to annual budgeting and appropriations.

i. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town, including without limitation protections under the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S.

j. Negotiated Provisions and Priority. This Agreement shall not be construed more strictly against one Party than against the other merely because it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

k. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, there shall automatically be added to this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

l. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement.

m. Open Records. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202 *et seq.*, C.R.S.

n. Counterpart Execution. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Remainder of page intentionally left blank. Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

DocuSigned by:
Aaron Adams
A7C88DD439C4A6...
Aaron Adams, Town Manager

ATTEST:

DocuSigned by:
Milissa Peters Garcia
07A6AF3B02114D7...
Milissa Peters-Garcia, CMC Town Clerk

APPROVED AS TO FORM:

DocuSigned by:
Carolyn Steffl
F44B3963ECD949F...
Carolyn R Steffl, Town Attorney

Town's Signature Page to Independent Contractor Agreement for Recreation Services (Event Equipment Rental Services) with the Town of Timnath and Steadfast Event Solutions, LLC dba Flexx Productions, dated December 10, 2024

CONTRACTOR:

STEADFAST EVENT SOLUTIONS, LLC DBA
FLEXX PRODUCTIONS, a Colorado Limited
Liability Company

Signed by:

2EEB9E5306314CD...

Printed Name: Morgan Johnson

Title: Senior Event & Account Management Specialist

***Contractor's Signature Page to Independent Contractor Agreement for Recreation Services
(Event Equipment Rental Services) with the Town of Timnath and Steadfast Event Solutions,
LLC dba Flexx Productions, dated December 10, 2024***

EXHIBIT A

SCOPE OF SERVICES

The attached Request for Proposals Specifications dated September 13, 2024 and the attached Proposal dated October 8, 2024 from Contractor to the Town shall constitute this Scope of Services.

Town of Timnath

REQUEST FOR PROPOSALS SPECIFICATIONS

I SCOPE OF WORK

The Town of Timnath is seeking one or more qualified and licensed Contractor(s) to provide all materials and labor required for event equipment rentals, including a variety of rentals such as tents and accessories for Town special events (the “Services”) to engage a variety of audiences at the Town events or on an as-needed basis. Contractor shall provide for the order, delivery, placement and removal of rental equipment as requested. The equipment shall be used for various public events and meetings scheduled throughout the year. The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for a period of up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years.

A BACKGROUND INFORMATION

The Town of Timnath is a community of approximately 9,300 residents (2022 US Census ACS). The Town, founded in 1882, has remained an agriculture and farming community for decades. Over the last two decades, communities in northern Colorado have been experiencing rapid growth, and Timnath is no exception. Current trends suggest that the Town’s population could increase by 7,500 residents in the next 10 to 15 years.

B TOWN SPECIAL EVENTS

The Town hosts a series of exciting community events throughout the year to encourage community engagement while promoting family-friendly activities for all ages. The Town currently hosts five (5) to six (6) special events annually that require rented equipment. These events range in size from 250 and 10,000 guests. Depending on the nature of the event, the Town requires different equipment rental services (see Exhibit A – 2024 Event Information for examples regarding the types of events).

C SCOPE

The Town is seeking a Contractor that can act as a partner to the Town and provide recommendations regarding the types of equipment that will best serve event guests, and placements at events.

1. Services:

The Town is seeking one or more equipment rental Contractor(s) to provide equipment rental services at Town special events. Proposals should include a list of equipment rental options that the Contractor can provide to the Town.

Example services may include but are not limited to the following categories:

- a. Tables
- b. Chairs
- c. Tents (properly weighted and staked)
- d. Umbrellas
- e. Draping
- f. Backdrops
- g. Generators
- h. Linen Covers
- i. Weights
- j. Relevant Permits
- k. Set up and tear down

The proposal should include details of Contractor's approach to providing equipment and services for specific event(s) as well as a general approach to the other events.

2. Schedule:

The specifications for each event will be further developed by the Town based on the event and audience. The Town intends to work with the selected Contractor each year to discuss event needs and determine which of the available Service options should be utilized at each event. Specific Services will be chosen based on the event as well as Contractor availability. Selected Services may change each year.

The schedule of Town special events will be determined at the beginning of each calendar year. The only event with a set date is the Town 4th of July Celebration, which will occur on 7/4 of each calendar year (see Exhibit A – 2024 Event Information for examples regarding the general timing of events).

Town Events are scheduled for both weekdays and weekends. Contractor must be able to provide (drop off/setup and pick up/tear down) equipment rentals to the events on weekdays, weekends, holidays, and after-hours, depending on the requirements and schedule of a given event.

The proposal should consider a multi-year approach: this contract is designed to be a renewable contract. Extending the original contract for up to four (4) additional contract years on a year-to-year basis can help provide continued services for multiple years.

3. Location:

Services will be provided at multiple locations throughout the Town of Timnath. Detailed information regarding Service location will be provided during the planning phase each year.

4. Contractor Responsibilities:

For all events, the Contractor shall be responsible for the following:

- a. Providing special event equipment rentals, set up and dismantled on Town property as requested. This includes working with Town staff on locations of any staking prior to staking the ground.
- b. Designating a single company representative as the contact person for all Town rental requests. The designated representative shall advise the Town on equipment availability, confirm each rental, and schedule set up and takedown of all equipment ordered under this contract.
- c. Identifying a contact person with a day and evening telephone number for emergency communications resulting from severe weather, faulty equipment, and all problems associated with the rental.
- d. Ensuring the equipment meets or exceeds all applicable health and safety standards and all requirements of the Town codes. The equipment is subjected to crowd traffic and must withstand heavy use. The equipment may also be used for food serving situations, including food preparation.
- e. Sending order confirmation to the contract or his designee within five (5) business days of the initial request. Requests for equipment rentals may be made by telephone, fax or email.
- f. Ensuring special event equipment contains all materials and supplies necessary to remain in working order for the duration of the rental. Replacement of any components shall be the responsibility of the Contractor and be included in the rental fee.
- g. Remaining responsible for damages resulting from equipment failure that may cause personal injury to an individual or to Town property.
- h. Ensuring necessary personnel and equipment are available to perform the required duties. Setup options shall be at the full discretion of the Town, including weather-dependent modifications. Setup and take down times vary; no exact time can be guaranteed relating to site accessibility. Setup shall be done in accordance with industry-wide standard practices.
- i. Ensuring all takedowns take place immediately following the close of the event.
- j. Providing unit cost of rental equipment not as "cost per day" but as "cost per event" up to and including four (4) days.
- k. Ensuring current stock, or available for rental at the required time, all sizes requested.
- l. Providing setup and takedown charges separately based upon the event schedule. Charges should include all items rented (e.g., tables and chairs).
- m. Obtaining permits, as required, for specific types of equipment (e.g. tent safety permits).

5. Town Responsibilities:

The Town will provide an assigned Town Representative for the Event date(s) of the Performance and the Event location.

6. Rates:

As exact event needs are not known at the time of this RFP publication, Contractors should provide the following information in their proposals:

- a. Standard fees, including set up and take down fees, delivery fees, and any other standard fees (please note: the Town of Timnath is sales tax exempt. Sales tax should not be included on any rate sheets or invoices).
- b. Rate sheets of common event equipment rentals, particularly based on the information provided in Exhibit A.

Please be advised that by entering into this contract, the Town is in no way obligated to use only the Contractors that are selected for this contract with the Town, and the Town may, at the Town's discretion, use other organizations for Event Equipment Rental Services.

II PROPOSAL CONTENT

Proposals should be clear and concise and should be formatted to a standard page size of 8.5"x11".

Proposals should include, at a minimum, the following information:

A RFP COVER SHEET

Must be completed and signed by Contractor's authorized signatory.

B COVER LETTER

Should express Contractor's interest and commitment to providing Event Equipment Rental services for the Town.

C CONTRACTOR QUALIFICATIONS

Should briefly detail Contractor's background, qualifications, and company structure.

D RELEVANT PROJECT EXPERIENCE

Details of at least three (3) relevant and similar projects completed or in progress within the last five (5) years (ideally municipal clients), including reference contact information.

E PROJECT APPROACH

Should detail the proposed methodology of providing the desired Services to the Town throughout the year. If Contractor has a preference or maximum capacity in regards to size of events, that information should be elaborated on in this section.

F EVENT EQUIPMENT RENTAL SERVICES

Should provide a list of Services provided. Details of safety policies and procedures relating to the Services should be included.

G PRICING

Pricing for each offered Service should be included. This pricing will be valid until the first renewal of the contract. Rates requested in Section 1C should also be included.

H APPENDIX

1. Confirmation of the firm's agreement with the Town's standard Independent Contract Agreement for Recreational Services.
2. Provide reference contact information for at least three (3) current or recent clients (municipal clients preferred).

III SELECTION PROCESS

The proposals will be evaluated using the following general criteria with a maximum of 100 points available. Contractors will be evaluated based on the proposal and qualifications. The committee will review and score the proposals to develop a shortlist of the top-ranked firms.

1. Selection Criteria:

Proposals should be well-organized, clear, concise, and responsive to the RFP requirements. Selection criteria and relative weights are outlined as follows:

- a. *Event Equipment Rental Services* (40 points)
Evaluates desirability of Services offered and the approach to providing the services.
- b. *Respondent Qualifications & Experience with Similar Projects* (30 points)
Review of the qualifications, depth of services and expertise of the Contractor and assesses Contractor's track record with similar projects with successful results and references.
- c. *Pricing* (30 points)
Evaluates the value provided by the pricing for the project.
- d. The Town may also evaluate based on such other factors as the Town determines are relevant to consideration of the best interests of the Town.

At the Town's discretion, the shortlisted firms may be invited to participate in oral interviews. The Town prefers interviews to be held in person at the Timnath Town Center.

2. Interview Scoring:

If the shortlisted firms are selected for oral interviews, interview content will be evaluated and scored using the selection criteria outlined in the Selection Criteria section above following the interviews. A total of 10 points may be awarded to each proposal based on the interview. The final evaluation will be based on the Contractor's written proposal, interview (if conducted), and any supplemental information requested.

3. Selection & Contract Award:

The Town and the top-ranked Contractor will execute a contract for the Event Amusement Activities and Entertainment Services.

Exhibit A - 2024 Event Information

Rentals & Dates

The below list of events provides information regarding Town events (subject to be changed, added, or removed on an annual basis), Town event dates (examples only-dates subject to change annually), and example services provided at each event (subject to change on an annual basis).

Safety Fair – May 18

- Community event that acts as a bridge between the general public and a variety of public safety entities. This event is free to attend and is a collaboration with the Timnath Police Department.
 - Thirty (30) 6' Banquet Tables
 - Sixty (60) Folding Chairs

Ice Cream Social – June 7

- Community event that provides complimentary ice cream as well as food and drinks available for purchase. Includes live music and multiple kids' activities including an inflatable obstacle course, face painting, balloon animals, and bubble play.
 - One (1) 10'x20' Frame Tent
 - Six (6) Folding Chairs
 - Five (5) 6' Banquet Tables
 - Twenty (20) 6' Picnic Tables w/ Benches
 - Twenty (20) Umbrellas w/ Bases, Bags, and Weights
 - Ten (10) Stanchions w/ Chains

4th of July – July 4

- Celebration of Independence Day. Includes live entertainment, a variety of family activities, and delicious eats from local food trucks.
 - One (1) 10'x20' Frame Tent
 - One (1) 10'x10' Frame Tent
 - Eleven (11) 6' Banquet Tables
 - Fifteen (15) 6' Picnic Tables w/ Seats
 - Thirty-Seven (37) Folding Chairs
 - Eight (8) Cocktail Tables
 - Ten (10) 9' Umbrellas w/ 3 weights each
 - Eight (8) Kwik Covers
 - One (1) Generator
 - Sixteen (16) Weights

Fall Festival – September 28

- Fundraising community event that includes live music, an artisan market, local Colorado beer, food trucks, a variety of free activities and crafts for the whole family, and much more.
 - Two (2) 20'x20' Frame Tent w/ Fire Safety Kit
 - One (1) 20'x40' Frame Tent w/ Fire Safety Kit
 - One (1) 10'x20' Frame Tent
 - Three Hundred and Thirteen (313) Folding Chairs
 - Eight (8) 5' Round Tables
 - Thirty-Seven (37) Cocktail Tables w/ weights
 - Twenty-Six (26) 6' Picnic Tables w/ Seats
 - Seventy-Two (72) 6' Banquet Tables
 - Forty (40) 8'x18' Conference Tables
 - Forty-Five (45) 9' Umbrellas w/ weights
 - One Hundred and Seventy-Seven (177) Kwik Covers (all table sizes)
 - Six (6) Troughs/Kegs

Holiday Event – December 7

- Community event to celebrate the holiday season.
 - One (10) 20'x20' Frame Tent w/ Heater and Fire Safety Kit
 - One (1) 10'x20' Frame Tent w/ Heater
 - One (1) 10'x30' Frame Tent
 - Twenty-Three (23) 8' Banquet Tables
 - Twenty-Eight (28) Folding Chairs
 - Twenty (20) Cocktail Tables
 - Eight (8) 6' Picnic Tables w/ Seats
 - Fifty-Eight (58) Kwik Covers (all table sizes)
 - Twenty (20) 8' Photo Booth Backdrops
 - Twenty (20) Retractable Stanchions
 - Thirty-One (31) Patio Heaters w/ Propane Fuel
 - Three (3) Generators w/ Fuel



Town of Timnath

4750 SIGNAL TREE DR.
TIMNATH, CO 80547
(970) 224-3211
(970) 224-3217 – FAX

REQUEST FOR PROPOSALS

COVER SHEET

Date: September 13, 2024
Proposal/Bid Title: **Town of Timnath Event Equipment Rental Services**
Proposals Will Be Received Until: October 11, 2024 @ 11:00 a.m., Local Time
Town Center, 4750 Signal Tree Drive, Timnath, CO 80547

Submissions shall be addressed to Lauren Thomson, Procurement Specialist via Rocky Mountain E-Purchasing System (“BidNet System”): <https://www.bidnetdirect.com/colorado/town-of-timnath>

For Additional Information or Questions, contact Lauren Thomson via Rocky Mountain E-Purchasing System (“BidNet System”): <https://www.bidnetdirect.com/colorado/town-of-timnath>

Documents Included in This Package:

- | | |
|-----------------------------------|--------------------------------------|
| Request for Proposals Cover Sheet | Special Terms and Conditions |
| General Terms and Conditions | Request for Proposals Specifications |

The undersigned hereby affirms that:

- (1) the signer is a duly authorized agent of the Contractor,
- (2) the signer has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her proposal,
- (3) the proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this document,
- (4) the signer acknowledges and confirms the receipt of all Addenda issued for this RFP, including the following:
 - a. Addendum 01 Dated 09/20/2024
 - b. Addendum 02 Dated 10/01/2024
 - c. Addendum Dated / /
 - d. Addendum Dated / /
 - e. Addendum Dated / /
- (5) the Contractor will accept any awards made to it as a result of the proposal submitted herein for a minimum of ninety (90) calendar days following the date of submission, and the signer understands and accepts that all contract awards are subject to acceptance of the terms of the Town’s form of Independent Contract Agreement for Recreational Services, a copy of which is available with the solicitation on BidNet.

CONTRACTOR INFORMATION (PRINT OR TYPE INFORMATION)

Contractor Company Name: FLEXX Productions

Company Phone Number: 970-223-1195 Company Fax Number: N/A
 Proposal Contact Person: Morgan Johnson Proposal Contact Title: Senior Event & Account Management Specialist

Proposal Contact Email: morgan@flexxproductions.com Proposal Contact Phone: 970-889-3401

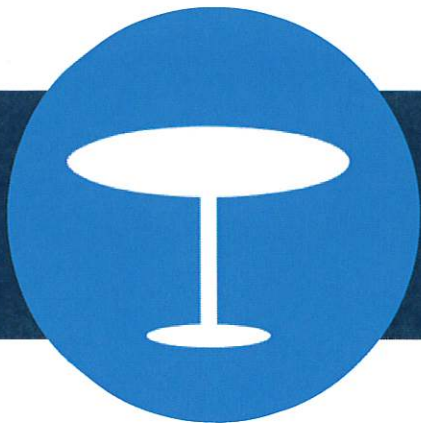
Authorized Signatory Name: Philip Gottula Authorized Signatory Title: Owner

Authorized Signatory Email: phil@flexxproductions.com Authorized Signatory Phone: 970-223-1195

Authorized Signature: Philip Gottula Date: 10/08/2024



Town of Timnath Event Equipment Rental Services



Cover Letter

Lauren Thomson
Procurement Specialist
Town of Timnath

Dear Lauren Thomson,

Thank you for considering FLEXX Productions to provide equipment rental services for future Town of Timnath special events.

Our attached proposal shares all the details, but if you need any additional information as you consider your options, please let me know.

We are excited to share our passion for events with the Town of Timnath and look forward to working together to create successful community events.

Sincerely,
Morgan Johnson
Senior Event & Account Management Specialist

Contractor Qualifications

Since 2003, our event team has overseen every event from intimate backyard gatherings to large corporate functions, festivals, and elaborate weddings. No event is too large or too small for FLEXX Productions. Our unparalleled commitment to providing excellent customer service, humility, accountability, and doing the right thing gives you the confidence to put your event in our hands.

Our Core Values

Accountability: Value your quality of work and follow through with your commitment

Humility: Be grateful, stay confident, but humble, seek to learn, teach and grow

Do the Right Thing: Even when it is difficult. Lead with a sense of compassion, integrity & honesty

Relevant Project Experience

Eat Denver LLC - Top Taco, Chicken Fight, Rare
Shalisa Pouw
P: 303-564-3279
E: shalisa@diningoutevents.com

Eat Denver's Top Taco, Chicken Fight, and Rare events are projects we have completed annually within the last five years. Event rentals we have provided for these events are:

- 10x10, 20x20 Frame Tents
- 40x100 Pole Tents
- 32x30 Tidewater Tents
- 6' & 8' Banquet Tables
- Folding Chairs
- Tall Cocktail Tables
- Grills & Griddles



Relevant Project Experience

The Ranch Event Complex - Larimer County Fair

Louise Romero

P: 970-619-4003

E: romerolo@co.larimer.co.us

The Larimer County Fair is a project we have completed annual within the last five years. Event rentals and services we have provided for this event are:

- 66x114 Structure Clearspan Tent
- 20x20, 20x40 Frame Tents
- 10x10, 10x20 Frame Tents
- Market Lighting
- Picnic Tables
- 6' & 8' Banquet Tables
- 6' Round Tables
- Set Up Tables & Chairs



Relevant Project Experience

Town of Firestone - Resource Fair, 4th of July,
Halloween Safe Night

Kaycee Lott

P: 720-552-0786

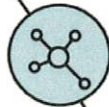
E: klott@firestoneco.gov

Town of Firestone's Resource Fair, 4th of July, and Halloween Safe Night are projects we have completed annual within the last five years. Event rentals and services we have provided for this event are:

- 10x30, 20x60 Frame Tent
- Picnic Tables
- Metal Barricade
- Set Up Tables & Chairs
- Take Down Tables & Chairs

Project Approach

www.flexxproductions.com



Connect

Our Client Service Team is available Monday-Friday by email or phone and wants to hear about your event!
24-48 hour response time



Free Design Proposal

Our team will create an estimate customized to your vision. A site layout and free site check are also offered to ensure your rental needs are covered.



Reserve

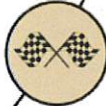
When you are ready to commit, a 50% non-refundable retainer and signature are obtained. Final payment is not due until the day the items depart our facility.



Confirm

Adjustments can be made prior to product leaving up to:

- 10 business days (non-tenting items)
- 20 business days (tenting items)



Complete

Once your event has concluded, any final communication will occur to verify all final costs are in alignment before the contract is closed.

Project Approach

FLEXX Production's Proven Process

Customization

Our Client Service Team will spend dedicated time to understand your event vision in order to formulate your personalized rental reservation.

Logistics Plan

Tight product turn over, scheduling of proper fleet and staff, as well as pre-plan meetings within the FLEXX team are completed to ensure proper forecasting is done in preparation of your event.

Site Execution

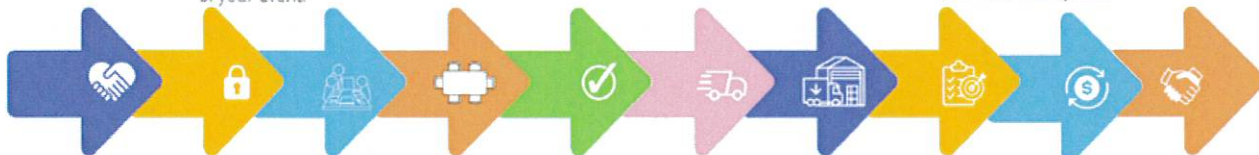
Lead technicians maintain client connection from the moment they depart to site and will check in prior to leaving site to ensure the client's expectations were met.

Product Restock

Product is reassessed for quality control, documented by each contract individually, then returned to stock.

Contract Closure

The team makes any final adjustments to the contracts that are financially correct for both parties, any final payments are obtained, and the client receives an email that the contract is complete.



Alignment

Our team will stay in direct communication leading up to your event to ensure all potential adjustments have been made and your order is fully "locked in" to your final needs and expectations.

Product Preparation

All rental product undergoes a quality control assessment then is pre-staged for vehicle load-in. Fulfillment processes are completed at this time.

Product Recovery

The technician team retrieves all product within designated timelines and ensures the site is left in the same condition as it was when we first arrived for installation.

Evaluation

The FLEXX team coordinates on large events that require a debrief and if additional communication with the client is needed prior to contract closure.

Trusted Partner

With clear process and proof of execution complete, a trusted partnership has been established to continue for future event needs.

Event Equipment Rental Services

- AV
- Beverage & Bar
- Catering & Serving
- Chairs
- China
- Fencing & Barricade
- Flatware
- Flooring & Staging
- Glassware
- Glassware
- Heating & Cooling
- Kitchen Equipment
- Lighting
- Linens
- Pipe & Drape
- Power
- Tables
- Tents

Featured Product Photos Below

Details regarding safety policies and procedures relating to services included under pricing.



Pricing

Please reference pages 12-29 for event pricing and details of safety policies and procedures relating to the services



1833 E. Harmony #19
 Fort Collins, CO 80528
 Office: 970.223.1195
 Fax: 970.226.0528
 www.FLEXXproductions.com

Status: Quote

Quote #: q16543

Will Call: Sun 9/28/2025 8:00AM

Return: Sun 9/28/2025 6:00PM

Operator: MORGAN Johnson

Customer #: 4379

Town of Timnath

Phone 970-224-3211

4750 Signal Tree Ave
 ATTN: Town Parks & Rec Directo
 Timnath, CO 80547

Job Descr: Fall Festival

Operating Delivery/Pick-up Hours: 7:30am-6:00pm (M-SUN)

Operating Will-Call Hours: 9:00am-3:30pm (M-F)

Ordered By: RFP

Sales Rep: MORGAN Johnson 970-223-1195 MORGAN@FLEXXproductions.com

4 Year Rental Discount Plan:

- 2025: 10% discount
- 2026: 12% discount
- 2027: 14% discount
- 2028 15% discount

- \$0.00 delivery on all rentals less than \$1,500.00

- Properly securing tents that cannot be staked into the ground are subject to an additional weight package cost.

- Additional tenting features (i.e. walls, lighting, heating, cooling) are subject to additional cost.

Qty	Items Rented	Each	Price
TENTING			
2	TENT- 20x20 FRAME TENT	\$435.60	\$871.20
		Discount / Disc%	\$96.80 / 10.00%
2	[Tent- 20x20 Stake Kit]	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
2	[Tent-Fire Safety Kit]	\$58.50	\$117.00
		Discount / Disc%	\$13.00 / 10.00%
	(2) No Smoking Signs, (2) Exit Signs, (2) Fire Extinguisher Signs w/ Hooks, and Zip Ties		
1	TENT- 20x40 FRAME TENT	\$750.60	\$750.60
		Discount / Disc%	\$83.40 / 10.00%
1	[Tent- 20x40 Stake Kit]	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
1	[Tent-Fire Safety Kit]	\$58.50	\$58.50
		Discount / Disc%	\$6.50 / 10.00%
	(2) No Smoking Signs, (2) Exit Signs, (2) Fire Extinguisher Signs w/ Hooks, and Zip Ties		
1	TENT- 10x20 FRAME TENT	\$338.40	\$338.40
		Discount / Disc%	\$37.60 / 10.00%
1	[Tent- 10x20 Stake Kit]	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
1	Tent-FLEXX to Call in Locates	\$0.00	\$0.00
1	Tent-Safety/Permits Timnath	\$125.00	\$125.00
1	Tent Weather Advisory	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
	Client is responsible for the removal of any snow/water that may be damaging to tents over the contracted rental period. Letting snow/water build over 1" at any given time will damage canvas or bend poles and is considered negligence not covered by FLEXX Policies. FLEXX recommends keeping an internal heat of 50 degrees Fahrenheit during snowfall to reduce accumulation. If experiencing winds over 10mph, open and tie back any walls to reduce resistance against tents. Evacuate the tent if winds sustain over 15mph. FLEXX reserves the right to make weather related safety calls and can/will remove tenting if it is not safe to keep up.		
TABLES & CHAIRS			
313	Chair-Folding Black	\$2.25	\$704.25
		Discount / Disc%	\$78.25 / 10.00%
8	Table-Round 5' DELUXE GREY	\$13.05	\$104.40
		Discount / Disc%	\$11.60 / 10.00%

Qty	Items Rented	Each	Price
37	Table-Cocktail Tall (Includes Assembly/Dismantling)	\$11.9249	\$441.22
	Does not include distribution	Discount / Disc%	\$49.02 / 10.00%
37	Weight- Rubber 30LBS	\$5.40	\$199.80
		Discount / Disc%	\$22.20 / 10.00%
26	Table-Deluxe Picnic 6'-Seats 6 (Includes Assembly/Dismantling)	\$42.30	\$1,099.80
	includes distribution of the tables within a 100 foot radius	Discount / Disc%	\$122.20 / 10.00%
72	Table-Banquet 6' DELUXE GREY	\$10.575	\$761.40
		Discount / Disc%	\$84.60 / 10.00%
40	Table-Conference 8'X18"	\$14.625	\$585.00
		Discount / Disc%	\$65.00 / 10.00%
UMBRELLAS			
45	[Umbrella-Market-9' White Deluxe Bronze w/Base]	\$37.80	\$1,701.00
	This item is NOT covered under wind damage. Black covers are provided to protect canvas in transport; if lost, replacement fee is \$95 each.	Discount / Disc%	\$189.00 / 10.00%
45	Weight- Rubber 30LBS	\$5.40	\$243.00
		Discount / Disc%	\$27.00 / 10.00%
KWIK COVERS			
8	Kwik Cover-5' Round	\$8.82	\$70.56
		Discount / Disc%	\$7.84 / 10.00%
37	Kwik Cover-Cocktail	\$8.82	\$326.34
		Discount / Disc%	\$36.26 / 10.00%
72	Kwik Cover-6' Banquet	\$8.82	\$635.04
		Discount / Disc%	\$70.56 / 10.00%
60	Kwik Cover-8' Banquet	\$8.82	\$529.20
		Discount / Disc%	\$58.80 / 10.00%
TROUGHS			
6	Trough-Metal 2 Keg	\$31.50	\$189.00
	Not recommended for indoor use	Discount / Disc%	\$21.00 / 10.00%
DELIVERY/SALE			
1	Delivery/Pickup Timnath	\$90.00	\$90.00
	Cost per vehicle (subject to fluctuate with addition or removal of product)		
1	Retail Delivery Fee (State of Co)	\$0.29	\$0.29
SET UP & TAKE DOWN			
183	Set-Up Tables	\$3.25	\$594.75
313	Set-Up Chairs	\$1.25	\$391.25
183	Take Down-Tables	\$3.25	\$594.75
313	Take Down-Chairs	\$1.25	\$391.25

~This is an estimate only~

Product quantity and pricing is subject to availability at the time of converting this into a reservation. Please contact your sales representative if you would like to officially reserve any items.

Rental w/ 10% Disc:	Damage Waiver:	Sales:	Delivery Charge:		
\$9,725.71	\$972.57	\$2,097.29	\$90.00		
Subtotal:	Handling:		Total:	Paid:	Amount Due:
\$12,885.57	\$1,620.95		\$14,506.52	\$0.00	\$14,506.52



1833 E. Harmony #19
 Fort Collins, CO 80528
 Office: 970.223.1195
 Fax: 970.226.0528
 www.FLEXXproductions.com

Status: Quote

Quote #: q16544

Will Call: Fri 7/4/2025 9:00AM

Return: Fri 7/4/2025 3:30PM

Operator: MORGAN Johnson

Customer #: 4379

Town of Timnath

Phone 970-224-3211

4750 Signal Tree Ave
 ATTN: Town Parks & Rec Directo
 Timnath, CO 80547

Job Descr: 4th of July

Operating Delivery/Pick-up Hours: 7:30am-6:00pm (M-SUN)

Operating Will-Call Hours: 9:00am-3:30pm (M-F)

Ordered By: RFP

Sales Rep: MORGAN Johnson 970-223-1195 MORGAN@FLEXXproductions.com

4 Year Rental Discount Plan:

- 2025: 10% discount
- 2026: 12% discount
- 2027: 14% discount
- 2028 15% discount

- \$0.00 delivery on all rentals less than \$1,500.00

- Properly securing tents that cannot be staked into the ground are subject to an additional weight package cost.

- Additional tenting features (i.e. walls, lighting, heating, cooling) are subject to additional cost.

Qty	Items Rented	Each	Price
TENTING			
1	TENT- 10x20 FRAME TENT	\$338.40	\$338.40
		Discount / Disc%	\$37.60 / 10.00%
1	[Tent- 10x20 Stake Kit]	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
1	TENT- 10x10 FRAME TENT	\$217.80	\$217.80
		Discount / Disc%	\$24.20 / 10.00%
1	[Tent- 10x10 Stake Kit]	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
1	Tent-FLEXX to Call in Locates	\$0.00	\$0.00
1	Tent Weather Advisory	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
<p>Client is responsible for the removal of any snow/water that may be damaging to tents over the contracted rental period. Letting snow/water build over 1" at any given time will damage canvas or bend poles and is considered negligence not covered by FLEXX Policies. FLEXX recommends keeping an internal heat of 50 degrees Fahrenheit during snowfall to reduce accumulation. If experiencing winds over 10mph, open and tie back any walls to reduce resistance against tents. Evacuate the tent if winds sustain over 15mph. FLEXX reserves the right to make weather related safety calls and can/will remove tenting if it is not safe to keep up.</p>			
TABLES & CHAIRS			
11	Table-Banquet 6' DELUXE GREY	\$10.5745	\$116.32
		Discount / Disc%	\$12.92 / 10.00%
15	Table-Deluxe Picnic 6'-Seats 6 (Includes Assembly/Dismantling)	\$42.30	\$634.50
		Discount / Disc%	\$70.50 / 10.00%
	includes distribution of the tables within a 100 foot radius		
37	Chair-Folding Black	\$2.25	\$83.25
		Discount / Disc%	\$9.25 / 10.00%
8	Table-Cocktail Tall (Includes Assembly/Dismantling)	\$11.925	\$95.40
		Discount / Disc%	\$10.60 / 10.00%
	Does not include distribution		
UMBRELLAS			

Qty	Items Rented	Each	Price
10	[Umbrella-Market-9' White Deluxe Bronze w/Base] This item is NOT covered under wind damage. Black covers are provided to protect canvas in transport; if lost, replacement fee is \$95 each.	\$37.80 Discount / Disc%	\$378.00 \$42.00 / 10.00%
30	Weight- Rubber 30LBS	\$5.40 Discount / Disc%	\$162.00 \$18.00 / 10.00%
KWIK COVERS			
8	Kwik Cover-Cocktail	\$8.82 Discount / Disc%	\$70.56 \$7.84 / 10.00%
GENERATOR			
1	Generator-3500W w/Fuel	\$178.20 Discount / Disc%	\$178.20 \$19.80 / 10.00%
WEIGHTS			
16	Weight- Rubber 30LBS	\$5.40 Discount / Disc%	\$86.40 \$9.60 / 10.00%
DELIVERY/SALE			
1	Delivery/Pickup Timnath Cost per vehicle (subject to fluctuate with addition or removal of product)	\$90.00	\$90.00
1	Retail Delivery Fee (State of Co)	\$0.29	\$0.29
SET UP & TAKE DOWN			
34	Set-Up Tables	\$3.25	\$110.50
37	Set-Up Chairs	\$1.25	\$46.25
34	Take Down-Tables	\$3.25	\$110.50
37	Take Down-Chairs	\$1.25	\$46.25

~This is an estimate only~

Product quantity and pricing is subject to availability at the time of converting this into a reservation. Please contact your sales representative if you would like to officially reserve any items.

Rental w/ 10% Disc: \$2,360.83	Damage Waiver: \$236.08	Sales: \$313.79	Delivery Charge: \$90.00		
Subtotal: \$3,000.70	Handling: \$393.47		Total: \$3,394.17	Paid: \$0.00	Amount Due: \$3,394.17



1833 E. Harmony #19
 Fort Collins, CO 80528
 Office: 970.223.1195
 Fax: 970.226.0528
 www.FLEXXproductions.com

Status: Quote

Quote #: q16545

Will Call: Sat 6/7/2025 8:00AM

Return: Sat 6/7/2025 6:00PM

Operator: MORGAN Johnson

Customer #: 4379

Town of Timnath

Phone 970-224-3211

4750 Signal Tree Ave
 ATTN: Town Parks & Rec Directo
 Timnath, CO 80547

Job Descr: Ice Cream Social

Operating Delivery/Pick-up Hours: 7:30am-6:00pm (M-SUN)

Operating Will-Call Hours: 9:00am-3:30pm (M-F)

Ordered By: RFP

Sales Rep: MORGAN Johnson 970-223-1195 MORGAN@FLEXXproductions.com

4 Year Rental Discount Plan:

- 2025: 10% discount
- 2026: 12% discount
- 2027: 14% discount
- 2028 15% discount

- \$0.00 delivery on all rentals less than \$1,500.00

- Properly securing tents that cannot be staked into the ground are subject to an additional weight package cost.

- Additional tenting features (i.e. walls, lighting, heating, cooling) are subject to additional cost.

Qty	Items Rented	Each	Price
TENTING			
1	TENT- 10x20 FRAME TENT	\$338.40	\$338.40
		Discount / Disc%	\$37.60 / 10.00%
1	[Tent- 10x20 Stake Kit]	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
1	Tent-FLEXX to Call in Locates	\$0.00	\$0.00
1	Tent Weather Advisory	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
<p>Client is responsible for the removal of any snow/water that may be damaging to tents over the contracted rental period. Letting snow/water build over 1" at any given time will damage canvas or bend poles and is considered negligence not covered by FLEXX Policies. FLEXX recommends keeping an internal heat of 50 degrees Fahrenheit during snowfall to reduce accumulation. If experiencing winds over 10mph, open and tie back any walls to reduce resistance against tents. Evacuate the tent if winds sustain over 15mph. FLEXX reserves the right to make weather related safety calls and can/will remove tenting if it is not safe to keep up.</p>			
TABLES & CHAIRS			
6	Chair-Folding Black	\$2.25	\$13.50
		Discount / Disc%	\$1.50 / 10.00%
5	Table-Banquet 6' DELUXE GREY	\$10.576	\$52.88
		Discount / Disc%	\$5.88 / 10.00%
20	Table-Deluxe Picnic 6'-Seats 6 (Includes Assembly/Dismantling)	\$42.30	\$846.00
		Discount / Disc%	\$94.00 / 10.00%
<p>includes distribution of the tables within a 100 foot radius</p>			
UMBRELLAS			
20	[Umbrella-Market-9' White Deluxe Bronze w/Base]	\$37.80	\$756.00
		Discount / Disc%	\$84.00 / 10.00%
<p>This item is NOT covered under wind damage. Black covers are provided to protect canvas in transport; if lost, replacement fee is \$95 each.</p>			
20	Weight- Rubber 30LBS	\$5.40	\$108.00
		Discount / Disc%	\$12.00 / 10.00%
STANCHIONS			
10	Stanchion Chrome - Deluxe	\$17.10	\$171.00
		Discount / Disc%	\$19.00 / 10.00%

Modification #4

Qty	Items Rented	Each	Price
9	Stanchion Red Rope	\$10.35	\$93.15
		Discount / Disc%	\$10.35 / 10.00%
DELIVERY/SALE			
1	Delivery/Pickup Timnath Cost per vehicle (subject to fluctuate with addition or removal of product)	\$90.00	\$90.00
1	Retail Delivery Fee (State of Co)	\$0.29	\$0.29
SET UP & TAKE DOWN			
25	Set-Up Tables	\$3.25	\$81.25
6	Set-Up Chairs	\$1.25	\$7.50
25	Take Down-Tables	\$3.25	\$81.25
6	Take Down-Chairs	\$1.25	\$7.50

~This is an estimate only~

Product quantity and pricing is subject to availability at the time of converting this into a reservation. Please contact your sales representative if you would like to officially reserve any items.

Rental w/ 10% Disc: \$2,378.93	Damage Waiver: \$237.89	Sales: \$177.79	Delivery Charge: \$90.00		
Subtotal: \$2,884.61	Handling: \$396.49		Total: \$3,281.10	Paid: \$0.00	Amount Due: \$3,281.10



1833 E. Harmony #19
 Fort Collins, CO 80528
 Office: 970.223.1195
 Fax: 970.226.0528
 www.FLEXXproductions.com

Status: Quote

Quote #: q16546

Will Call: Sun 5/18/2025 8:00AM

Return: Sun 5/18/2025 6:00PM

Operator: MORGAN Johnson

Customer #: 4379

Town of Timnath

Phone 970-224-3211

4750 Signal Tree Ave
 ATTN: Town Parks & Rec Directo
 Timnath, CO 80547

Job Descr: Safety Fair

Operating Delivery/Pick-up Hours: 7:30am-6:00pm (M-SUN)

Operating Will-Call Hours: 9:00am-3:30pm (M-F)

Ordered By: RFP

Sales Rep: MORGAN Johnson 970-223-1195 MORGAN@FLEXXproductions.com

4 Year Rental Discount Plan:

- 2025: 10% discount
- 2026: 12% discount
- 2027: 14% discount
- 2028 15% discount

- \$0.00 delivery on all rentals less than \$1,500.00

Qty	Items Rented	Each	Price
TABLES & CHAIRS			
30	Table-Banquet 6' DELUXE GREY	\$10.575	\$317.25
		Discount / Disc%	\$35.25 / 10.00%
60	Chair-Folding Black	\$2.25	\$135.00
		Discount / Disc%	\$15.00 / 10.00%
DELIVERY/SALE			
1	Delivery/Pickup Timnath Cost per vehicle (subject to fluctuate with addition or removal of product)	\$90.00	\$90.00
1	Retail Delivery Fee (State of Co)	\$0.29	\$0.29
1	Coupon - (SALES) CUSTOMER SERVICE/CLIENT RELATIONS Delivery/Pickup Charge Waived for Rental Under \$1,500.00	(\$90.00)	(\$90.00)
SET UP & TAKE DOWN			
30	Set-Up Tables	\$3.25	\$97.50
60	Set-Up Chairs	\$1.25	\$75.00
30	Take Down-Tables	\$3.25	\$97.50
60	Take Down-Chairs	\$1.25	\$75.00

~This is an estimate only~

Product quantity and pricing is subject to availability at the time of converting this into a reservation. Please contact your sales representative if you would like to officially reserve any items.

Rental w/ 10% Disc:	Damage Waiver:	Sales:	Delivery Charge:		
\$452.25	\$45.22	\$255.29	\$90.00		
Subtotal:	Handling:		Total:	Paid:	Amount Due:
\$842.76	\$75.38		\$918.14	\$0.00	\$918.14



1833 E. Harmony #19
 Fort Collins, CO 80528
 Office: 970.223.1195
 Fax: 970.226.0528
 www.FLEXXproductions.com

Status: Quote

Quote #: q16549

Will Call: Sun 12/ 7/2025 8:00AM

Return: Sun 12/ 7/2025 6:00PM

Operator: MORGAN Johnson

Customer #: 4379

Town of Timnath

Phone 970-224-3211

4750 Signal Tree Ave
 ATTN: Town Parks & Rec Directo
 Timnath, CO 80547

Job Descr: Holiday Event

Operating Delivery/Pick-up Hours: 7:30am-6:00pm (M-SUN)

Operating Will-Call Hours: 9:00am-3:30pm (M-F)

Ordered By: RFP

Sales Rep: MORGAN Johnson 970-223-1195 MORGAN@FLEXXproductions.com

4 Year Rental Discount Plan:

- 2025: 10% discount
- 2026: 12% discount
- 2027: 14% discount
- 2028 15% discount

- \$0.00 delivery on all rentals less than \$1,500.00

- Properly securing tents that cannot be staked into the ground are subject to an additional weight package cost.

- Additional tenting features (i.e. walls, lighting, heating, cooling) are subject to additional cost.

Qty	Items Rented	Each	Price
TENTING			
1	TENT- 20x20 FRAME TENT	\$435.60	\$435.60
		Discount / Disc%	\$48.40 / 10.00%
1	[Tent- 20x20 Stake Kit]	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
1	[Heater-Tent Package 20x20]	\$196.20	\$196.20
		Discount / Disc%	\$21.80 / 10.00%
	Up to 40° degree rise in temperature		
1	[Tent-Fire Safety Kit]	\$58.50	\$58.50
		Discount / Disc%	\$6.50 / 10.00%
	(2) No Smoking Signs, (2) Exit Signs, (2) Fire Extinguisher Signs w/ Hooks, and Zip Ties		
1	TENT- 10x20 FRAME TENT	\$338.40	\$338.40
		Discount / Disc%	\$37.60 / 10.00%
1	[Tent- 10x20 Stake Kit]	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
1	[Heater-Tent Package 10x20]	\$196.20	\$196.20
		Discount / Disc%	\$21.80 / 10.00%
	Up to 40° degree rise in temperature		
1	TENT- 10x30 FRAME TENT	\$463.50	\$463.50
		Discount / Disc%	\$51.50 / 10.00%
1	[Tent- 10x30 Stake Kit]	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
1	Tent-FLEXX to Call in Locates	\$0.00	\$0.00
1	Snow Rake	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
	If lost or un-returned, replacement fee is \$85.00		
1	Tent Weather Advisory	\$0.00	\$0.00
		Discount / Disc%	\$0.00 /
	Client is responsible for the removal of any snow/water that may be damaging to tents over the contracted rental period. Letting snow/water build over 1" at any given time will damage canvas or bend poles and is considered negligence not covered by FLEXX Policies. FLEXX recommends keeping an internal heat of 50 degrees Fahrenheit during snowfall to reduce accumulation. If experiencing winds over 10mph, open and tie back any walls to reduce resistance against tents. Evacuate the tent if winds sustain over 15mph. FLEXX reserves the right to make weather related safety calls and can/will remove tenting if it is not safe to keep up.		
TABLES & CHAIRS			

Qty	Items Rented	Each	Price
23	Table-Banquet 8' DELUXE GREY	\$11.70	\$269.10
		Discount / Disc%	\$29.90 / 10.00%
28	Chair-Folding Black	\$2.25	\$63.00
		Discount / Disc%	\$7.00 / 10.00%
20	Table-Cocktail Tall (Includes Assembly/Dismantling)	\$11.925	\$238.50
		Discount / Disc%	\$26.50 / 10.00%
	Does not include distribution		
8	Table-Deluxe Picnic 6'-Seats 6 (Includes Assembly/Dismantling)	\$42.30	\$338.40
		Discount / Disc%	\$37.60 / 10.00%
	includes distribution of the tables within a 100 foot radius		
KWIK COVERS			
30	Kwik Cover-8' Banquet	\$8.82	\$264.60
		Discount / Disc%	\$29.40 / 10.00%
20	Kwik Cover-Cocktail	\$8.82	\$176.40
		Discount / Disc%	\$19.60 / 10.00%
8	Kwik Cover-6' Banquet	\$8.82	\$70.56
		Discount / Disc%	\$7.84 / 10.00%
PHOTO BOOTH BACKDROP			
20	[Pipe & Drape 8' (PerFT)]	\$6.30	\$126.00
		Discount / Disc%	\$14.00 / 10.00%
3	Weight- Rubber 30LBS	\$5.40	\$16.20
		Discount / Disc%	\$1.80 / 10.00%
STANCHIONS			
20	Stanchion Retractable Black	\$20.70	\$414.00
		Discount / Disc%	\$46.00 / 10.00%
PATIO HEATERS			
31	[Heater-Patio Standing Bronze w/Propane]	\$160.20	\$4,966.20
		Discount / Disc%	\$551.80 / 10.00%
	Patio heaters are not designed for windy conditions. Please disassemble in 10mph winds or over. Wind damage is not covered under damage waiver. For heater instructions refer to attached tag on heater. TESTED ONSITE WITH: _____ (CLIENT NAME) _____ (Signature) _____ (TECH NAME) _____ (Signature) TESTED ON SITE: CLIENT NOT PRESENT FOR DEMONSTRATION _____ (Check if applicable)		
GENERATORS			
3	Generator-3500W w/Fuel	\$178.20	\$534.60
		Discount / Disc%	\$59.40 / 10.00%
DELIVERY/SALE			
2	Delivery/Pickup Timnath Cost per vehicle (subject to fluctuate with addition or removal of product)	\$90.00	\$180.00
1	Retail Delivery Fee (State of Co)	\$0.29	\$0.29
SET UP & TAKE DOWN			
51	Set-Up Tables	\$3.25	\$165.75
28	Set-Up Chairs	\$1.25	\$35.00
51	Take Down-Tables	\$3.25	\$165.75
28	Take Down-Chairs	\$1.25	\$35.00

~This is an estimate only~

Product quantity and pricing is subject to availability at the time of converting this into a reservation. Please contact your sales representative if you would like to officially reserve any items.

Rental w/ 10% Disc: \$9,165.96	Damage Waiver: \$916.60	Sales: \$401.79	Delivery Charge: \$180.00		
Subtotal: \$10,664.35	Handling: \$1,527.66		Total: \$12,192.01	Paid: \$0.00	Amount Due: \$12,192.01

For good and valuable consideration, you and Steadfast Event Solutions, LLC, d/b/a "FLEXx Productions" (also referred to in this Contract as "FP," "Lessor," "we," "us" and "our") agree as follows:

As used herein, "P.1" means your Reservation, Contract, Order or other similar writing included herewith, identifying the item(s) being rented to you hereunder; "Contract" means P.1 together with these Terms and Conditions; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" provided per Section [or "\$"] 4 of this Contract); "Site" means the location where the Item(s) is/are to be delivered and/or used (if applicable), as set forth on P.1; and "Customer," and "Lessee," "you" and "your" mean the customer, renter or lessee identified on P.1.

You agree to rent the Rented Item(s) from FP for the period(s) specified on P.1 (the "Term"), and to pay FP the rental rate(s) set forth on P.1 (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, for the entire scheduled Term and until the Rented Item(s) is/are returned to and accepted by FP. Rental rates are for normal use of the Rented Item(s) on a per-event basis. The Rent will be increased for any additional time or use. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder for time in transit, Act(s) of God, event(s) of *force majeure* or any other period(s) of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree to pay FP: (a)(i) any Deposit specified on P.1 (or if none, 35% of the Estimated Rent) upon reservation; and (ii) at least 10 days before the Term commences, 100% of the remaining Estimated Rent (together with the Deposit, the "Prepayment"); and (b) all other amounts coming due hereunder upon demand by FP. You agree that (a) FP may deduct any amount you owe us from any Prepayment; (b) no interest will accrue on any Prepayment; and (c) no Prepayment will be deemed a limit of your liability under or in connection with this Contract. If your event is cancelled more than 30 days prior to your originally scheduled delivery date, FP may, but will not be obligated to, permit rescheduling of your Rental or refund a portion of your Prepayment. Prepayments are otherwise non-refundable. Anything with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and abandoned.

You will ensure the Site is clean, safe, secure and fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery, setup, installation and/or retrieval) of any Item(s), you agree to: (a) pay our regular charge(s) for the same, and at our willing time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site at all times. We will not be responsible for mishaps or delay(s) caused by you, your agents or employees or any other parties, including providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless FLEXx Productions. If you are not present upon our delivery, setup, installation or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition, quality and quantities of the Item(s) and the Site).

Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined and tested by you or your agent(s); and (b) you: (i) have received, reviewed and understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all applicable EPA, OSHA, ASME, IBC, IFC, IEEE, ASSP, ANSI and other applicable standards (collectively, "Instructions"); (ii) will fully comply therewith; (iii) will use each Item only for its intended purpose, in a reasonable and safe manner; (iv) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies and the owner(s) of the Site, and ensure that all underground lines, cables and conduits are clearly and properly marked before using any Item(s) to disturb the ground surface. For this purpose, contact 811 and go to www.Colorado811.org, at least 3 business days in advance; (v) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); (vi) will promptly notify the police if any Item(s) is/are stolen or involved in any accident; and (vii) will ensure that all others comply with this Contract. You will notify us immediately if any of the foregoing shall prove incorrect or misleading at any time.

In the event of a Malfunction as defined in § 4, you agree to immediately notify and return the Malfunctioning Item to, FP, and provided such Malfunction did not result from or in connection with any wrongful or negligent act(s) or omission(s) of, or any breach of this Contract by, you or anyone you permit to use, occupy or otherwise deal with any Rented Item(s) (including your guests and invitees), we may, at our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. We will have no other obligation(s) regarding Malfunctions, all of which you waive (including without limitation, all direct, indirect, incidental and consequential damages).

Except with respect to items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), FLEXx Productions owns and will retain title to all Rented Items at all times. You will have exclusive control over the Rented Item(s) during the Term; subject however, to your obligation to fully and timely comply with this Contract at all times. You SHALL NOT (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item; (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) loan, transfer, sublease, repair, store, surrender or assign any Rented Item or this Contract without our prior written consent. We may substitute, sell and/or assign any Rented Item(s) and/or all or any part of our interests therein and/or in this Contract at any time, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of FP.

SAFETY WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS, AND MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. YOU AGREE TO: (A) EXERCISE, AND TO CAUSE ALL OTHERS TO EXERCISE, EXTREME CARE WHEN DEALING WITH SUCH ITEM(S); (B) PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S); (C) ensure that each Rented Item is used reasonably, safely and only: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; (iv) by properly trained, qualified, certified, FAMILIARIZED and/or licensed (as applicable) ADULTS; and (v) otherwise in full compliance with this Contract and all applicable laws, rules and regulations, at all times.

SAFETY PRECAUTIONS: You will not, nor will you permit anyone else to abuse, misuse, overuse, conceal, place in storage with any third party, repair, modify or damage any Rented Item. YOU ALSO AGREE TO: (A) ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT LEAST 21 YEARS OF AGE AT ALL TIMES; (B) POST AN OSHA-COMPLIANT EVACUATION PLAN ON OR NEAR EACH TEMPORARY STRUCTURE INCLUDED IN THE RENTED ITEM(S); and (C) EVACUATE, AND permit FP to delay delivery, installation AND/OR USE of, or dismantle and/or retrieve ANY or all rented item(s) (without obligating us to do so) if any hazard (including without limitation, severe weather) occurs or threatens.

You agree to maintain all insurance FP may require, including at least: (a) public and host liquor liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement cost thereof; and (c) workers' compensation and employer's liability insurance. All such policies shall, to the maximum extent possible: (i) name FP as an additional insured and loss payee; (ii) waive subrogation against FP; (iii) be primary and non-contributory; (iv) include a severability of interests clause and such other provisions as we may require. You irrevocably appoint Steadfast Event Solutions, LLC as your agent and attorney-in-fact for purposes of submitting, negotiating and settling claims and payments on all such policies.

no warranties: FP IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED IN THIS CONTRACT, ALL OF WHICH ARE PROVIDED "AS-IS". NEITHER FP NOR ANY TPO, MAKES ANY WARRANTY(ies), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR CONTAMINATION AND/OR GOOD AND WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(ies) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) REFERENCED HEREIN, NOR DOES FLEXx PRODUCTIONS OR ANY TPO MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY FP, INC. OR ANY TPO. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS CONTRACT.

INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISKS, INCLUDING WITHOUT LIMITATION, RISK(S) OF PERSONAL AND BODILY INJURY, ILLNESS, LOSS, PROPERTY DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, AS WELL AS ALL LIABILITIES, CLAIMS, DAMAGES, losses, costs and expenses (including attorneys' fees) ARISING FROM AND/OR IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DELIVERY, SETUP, INSTALLATION, DEINSTALLATION, MALFUNCTION, COLLAPSE, STORAGE, CONTAMINATION, CLEANING, SERVICING, MAINTENANCE, REPAIR, AND/OR RETRIEVAL thereof, WHETHER OR NOT YOUR FAULT (collectively, "risks"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, Steadfast Event Solutions, LLC, EACH TPO and their respective owners, shareholders, members, managers, officers, directors, partners, agents, affiliates, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS, as well as all other liabilities, claims, damages, losses, costs and expenses (including without limitation, attorneys' fees) arising from and/or in connection with the Rented Item(s), this Contract and/or any breach hereof by you, your agents, employees, contractors, guests, invitees, sublessees, successors and/or assigns; and except only as provided in § 5, (C) WAIVE all rights and remedies available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.

You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to Flexx Productions on time at the end of the Term, complete, clean, free of contamination, burns, cuts, stains, discoloration and debris, and in good condition, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluids and lubricants. If you fail to do so, then in addition to your other obligations arising under this Contract, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure (including without limitation, all costs of cleaning, repairs, maintenance and/or replacement(s) of the Rented Item(s)). Certain items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.

If and only if, we have offered, and you have elected to purchase our Optional LIMITED Damage Waiver ("LDW") and paid the non-refundable LDW Fee set forth on P.1 before the Term commences, then solely with respect to Item(s) covered by LDW ("Covered Items"), your liability for the cost to repair or replace such Covered Items will be limited as set forth in our Damage Waiver Guide and Addendum, the terms of which you hereby acknowledge and agree to. You may decline LDW if you provide the property damage / inland marine insurance referenced in § 9. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

We may, without further notice or liability to you, inspect and/or monitor (in person or electronically, including via GPS and/or telematics) any Item(s) at any time, and all information obtained will be our property. You consent to such inspection(s) and monitoring and waive all claims with respect thereto. You hereby grant to FP a perpetual, royalty free, worldwide, right and license to create, edit, display, and distribute one or more images of your event(s) that include one or more Rented Item(s). If any performance required of us is delayed or impaired as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of *force majeure*, or any other event, fact or circumstance beyond our reasonable control, we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the lesser of (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the Rent we actually receive from you hereunder for the Item(s) identified on P.1. You will pay all sales, use and other taxes, as well as all tolls, fines, fees, assessments, and other charges related to the Rented Item(s) and/or this Contract. If any legal action is commenced in connection herewith, we will be entitled to recover from you our associated attorneys' fees, costs and expenses if you prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election or waiver of any of our rights or remedies, all of which are cumulative.

Your Rental shall be deemed a "net" rental. Accordingly, your obligation to pay all Rent and other sums coming due under this Contract when due and to otherwise perform as required hereunder shall be absolute and unconditional and shall not be subject to any present or future abatement, reduction, set-off, compensation, defense, counterclaim, cross-claim, interruption, deferment or recoupment, for any reason. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any other agreement(s) ("Other Contract(s)") between you and FP, and/or any of your obligations arising (thereunder or in connection (therewith); (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business; if FP shall deem itself insecure; or if any Rented Item(s) shall be lost or, unless covered by LDW per § 13, damaged, you will be in default under this Contract and such Other Contract(s), whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, shut down, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations (thereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available (thereunder, at law and/or in equity, all of which are cumulative).

This Contract, and any "Addenda" we provide, (including as applicable, our Delivery and Acceptance Certificate, Evacuation Plan and/or Damage Waiver Guide and Addendum) each of which is incorporated herein, constitute(s) the entire agreement between you and FP, superseding all other agreements and representations. The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be modified without our written consent. Time is of the essence. These Terms and Conditions apply to all Item(s) identified on P.1, and to all other items you obtain from us at any time (unless we otherwise agree in writing). This Contract shall bind and be enforceable by and against you, FP, the other Indemnitees and their respective permitted successors and assigns (there being no other third-party beneficiaries hereto). This Contract shall be interpreted and enforced under the laws of Colorado. At the option of FP, dispute(s) with respect to this Contract and/or its subject matter shall be submitted to binding arbitration before a single arbitrator selected by FP at the offices of the American Arbitration Association located in or nearest to Fort Collins, CO. Proper venue for all other civil legal actions commenced in connection herewith shall lie solely in the federal, state and local courts located in or nearest to Larimer County, CO (unless waived by FP). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY. Digital, electronic, photocopied and facsimiled signatures and initials hereon will be deemed originals.

WARNING: Obtaining, retaining or exercising control over anything of value of another without authorization or by means of threat or deception, or without the consent of the owner, or knowingly failing to return said property to the owner or provider within 72 hours after the agreed upon time of return may be deemed theft, subjecting the violator to CRIMINAL PROSECUTION AND/OR CIVIL PENALTIES. See C.R.S.

LIMITED DAMAGE WAIVER ADDENDUM

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL DAMAGE WAIVERS PROVIDED TO CUSTOMERS ("LESSEES") OF STEADFAST EVENT SOLUTIONS, LLC, D/B/A "FLEXX PRODUCTIONS" (ALSO REFERRED TO HEREIN AS "FP," "LESSOR," "WE," "US" AND "OUR")

You, the "Customer" or "Lessee," are responsible for protecting all items rented to you (hereinafter, "Rented Item(s)") by FP under the terms of your Rental Contract from any and all loss, theft and damage. Except as provided below, if any Rented Item(s) is/are lost, stolen, or damaged during your rental, you will be responsible to FP for all costs associated with repairing, restoring and/or replacing such Rented Item(s). You may also be responsible to FP for additional charges during the period required to repair, restore or replace any Rented Item(s) which is/are lost or damaged, and/or the loss in value of such Rented Item(s). If: (a) we make our Optional Limited Damage Waiver ("LDW") available; and (b) you (i) accept it (as provided below); and (ii) fully and timely pay to FP the non-refundable LDW Fee reflected in your Rental Contract prior to commencement of your rental, then to the extent set forth below, FP agrees to waive certain claims against you arising from physical damage to any Rented Item(s) covered by LDW (hereinafter, "Covered Item(s)"), subject to the remaining terms hereof. **You will otherwise remain liable for 100% of all loss, theft, and damage to the Rented Item(s) as well as all other amounts due and coming due under the Rental Contract.**

LDW IS OPTIONAL AND MAY BE DECLINED IF AND ONLY IF YOU PROVIDE TO FP PROOF OF THE PROPERTY DAMAGE / INLAND MARINE INSURANCE REFERENCED IN SECTION 9 OF YOUR RENTAL CONTRACT PRIOR TO COMMENCEMENT OF YOUR RENTAL.

LDW IS NOT INSURANCE, NOR IS IT A WARRANTY. LDW is a partial waiver of our claims for physical damage to or destruction of only Covered Item(s). It does not cover other types of damages and/or costs, such as cleaning, maintenance, excessive wear and tear and/or loss of or damage to other (non-covered) item(s), including without limitation intellectual property ("I.P.") and/or data. If LDW has been offered by FP and you have paid the Non-Refundable LDW Fee set forth on Page 1 of your Rental Contract for each rental period, then subject to the remaining terms hereof, including without limitation the "Exceptions and Exclusions" set forth below, FP will waive its right to recover from you 80% of its cost(s) (hereinafter, "Repair/Replacement Costs") to repair or, at FP's option, replace Covered Item(s) which suffer physical damage of up to \$10,000 during the rental term set forth in your Rental Contract (the "Term"); provided however, that, for each Term: (a) you will remain liable to FP for: (i) a "deductible" equal to 20% of such Repair/Replacement Costs; and (ii) all Repair/Replacement costs which exceed \$10,000 in the aggregate across all Covered Item(s); (b) you must notify FP in writing of any accident, loss or damage of or to Covered Item(s) within 24 hours thereafter; (c) you must provide FP with documentary evidence of the nature and cause(s) thereof; (d) you must immediately return the subject Covered Item(s) to FP, unless we elect to forego such return (in our sole discretion); and (e) you must continue to comply fully with the terms of your Rental Contract, by among other things, fully and timely paying all amounts due and coming due to FP thereunder.

Exceptions and Exclusions: LDW does not provide coverage for: (i) liability; (ii) personal and/or bodily injuries; (iii) non-physical damage (such as contamination and data losses); (iv) cost(s) such as cleaning; (v) maintenance; (vi) excessive wear and tear; and/or (vi) loss of or damage to any Item(s) subject to one or more of the following Exceptions and Exclusions. Anything to the contrary contained herein or in the Rental Contract notwithstanding, **the following are NOT COVERED by LDW, and you, the "Customer" or "Lessee," will remain 100% liable for:**

- (a) **Item(s) Not Covered:** (I) GPS and telematics systems, I.P., data, batteries, glass, tires, tubes, tracks, belts, fittings, chains, knobs, cords, cables, tanks, hoses and other accessories in or on any Rented Item(s); (II) Rented Item(s) with respect to which you do not pay the non-refundable LDW Fee prior to commencement of your rental (as provided on Page 1 of your Rental Contract) for each rental period (*i.e.*, for the Initial Term, and separately, for any extension period(s) approved by FP); and (III) any and all loss, damage and/or destruction exceeding \$10,000 in the aggregate across all Covered Items;
- (b) **Deductible:** The "deductible" described above (Note: If you fail to promptly pay the deductible, LDW will be void, and you will be responsible for 100% of any damage to Item(s) that would otherwise have been covered by LDW);
- (c) **Violations / Breaches:** Loss of or damage to Covered Item(s) due to violation by you, your agents, employees or contractors, of any of the terms of your Rental Contract, this Addendum, any applicable laws, rules, regulations, policy(ies) of insurance, and/or any "Instructions" as defined in your Rental Contract (including without limitation, any instructions and/or warnings provided by manufacturer(s), as well as EPA Tier 4, cleaning, servicing, maintenance, repair and silica dust requirements), specifications and/or warnings provided by FP, the owner(s) and/or the manufacturer(s) of such Item(s);
- (d) **Misuse, Abuse, Neglect:** Loss of or damage to Covered Item(s) due to intentional abuse, improper use, negligence, willful misconduct, vandalism, neglect, submerging, overloading, overturning, striking overhead objects, and/or exceeding the rated capacity(ies) of such Item(s);
- (e) **Failure to Return / Criminal Activities:** (I) Any failure to return Covered Item(s) to FP, including without limitation, loss, theft and disappearance, in whole or in part (including any theft(s) of engines, components, parts and/or attachments), unless we elect to forego such return as provided above; and (II) criminal, fraudulent, dishonest and/or illegal act(s) or omission(s);
- (f) **Maintenance Failures:** Damage to Covered Item(s) resulting from any failure to properly service and/or maintain such Covered Item(s) (including without limitation, failure to maintain proper pressure levels or proper levels of air, water, or manufacturer-approved oil, fuel, lubricants, hydraulic fluid, diesel exhaust fluid, brake fluid and/or coolant);
- (g) **Protection / Security:** Loss of or damage to any Covered Item due to failure to secure and/or protect it (*e.g.*, by leaving it in an unprotected area, leaving it unlocked or with the keys in the ignition, etc.);
- (h) **Governmental Authority / War / Terrorism:** Damage to or loss of or to any Covered Item resulting from or in connection with: (I) action(s) or inaction(s) of any governmental or other civil authority; and/or (II) civil insurrection, act(s) of war and/or terrorism;
- (i) **Transportation:** Damage or loss of or to any Covered Item during transportation;
- (j) **Use of Drugs / Alcohol:** Damage or loss of or to any Covered Item resulting from or in connection with the use of alcohol or drugs (**including without limitation, CANNABIS, even if legalized**) by you or anyone employed or engaged by you, or anyone you permit to use or otherwise deal with any Rented Item(s);
- (k) **Electric Current:** Damage caused by electric current (including without limitation, use of non-utility generated power);
- (l) **Hazmat / Contamination:** Loss of or damage to any Covered Item resulting from: (I) its exposure to hazardous, explosive, combustible, radioactive, toxic, corrosive or noxious materials or substances; (II) nuclear hazard; (III) temperature/humidity; and/or (IV) contamination, including mold, mildew, rust, rot and/or exposure to pollutants and/or contaminants; and
- (m) **Third Parties / Sublessees:** Any Item(s) damaged while being used, operated, occupied or otherwise dealt with by any third party(ies) not specifically identified in/on your Rental Contract as "authorized users" (including without limitation, unauthorized [by Lessor] borrowers, sublessees and assignees).

This Addendum shall be deemed to modify and supplement, and shall be deemed incorporated into and become a part of your Rental Contract. To the extent any of the terms of this Addendum conflict with the terms of your Rental Contract, the terms of this Addendum shall control. Your Rental Contract shall otherwise remain valid and in full force and effect, and all terms thereof will be deemed incorporated herein.

IMPORTANT: LDW DOES NOT BENEFIT ANYONE OTHER THAN YOU, THE "CUSTOMER" OR "LESSEE" (SUCH AS BORROWERS, SUBLESSEES, REAL PROPERTY OWNERS, OTHER INSURERS, CONTRACTORS, INVITEES, AND OTHER THIRD PARTIES). WE RETAIN THE RIGHT TO PURSUE RECOVERIES FROM THIRD PARTIES, INCLUDING YOUR INSURER, FOR ALL LOSS AND DAMAGE, WHETHER OR NOT COVERED BY LDW. YOU MAY DECLINE LDW IF YOU PROVIDE TO FP PROOF OF THE PROPERTY DAMAGE / INLAND MARINE INSURANCE REFERENCED IN SECTION 9 OF YOUR RENTAL CONTRACT PRIOR TO COMMENCEMENT OF YOUR RENTAL. NONETHELESS, NO LDW COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH YOU DO NOT TIMELY PAY THE APPLICABLE LDW FEE.



LIMITED DAMAGE WAIVER GUIDE

- Criminal activities, Civil Insurrection, War and Terrorism;
- Actions of Governmental Authorities;
- Loss, theft, disappearance of, or any other failure to return, any Covered Item(s);
- Maintenance Failures, Excessive Wear and Tear, and Damage During Transportation;
- Failure to Secure and Protect Covered Item(s);
- Use of alcohol and/or drugs;
- Damage caused by electric current;
- Exposure to Hazardous Materials, Pollutants and/or Contaminants; and
- Use/operation by unauthorized third parties.

7. HOW DO I USE LDW?

If a Covered Item is damaged or destroyed (an "Event of Loss") during your rental, you must advise us of the date, time and suspected cause of the Event of Loss in writing within 24 hours. In the event of a reportable accident or vandalism, you must also properly complete and file a police report with local authorities. A copy of the police report must be provided to us within 48 hours after the Event of Loss. You will be 100% responsible for any Event of Loss which is not covered by LDW (e.g., for any Rented Item(s) which you elected not to cover and for Covered Item(s) with respect to which any exclusion(s) referenced in this Limited Damage Waiver Guide (including Page 1 hereof) apply(ies)).

8. HOW CAN I AVOID PAYING FOR LDW?

LDW is not mandatory; it is **OPTIONAL**. If you wish to decline LDW, you must provide us with proof that you have the property damage / inland marine insurance required under Section 9 of your Rental Contract. **NO LDW COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH YOU DO NOT PAY THE APPLICABLE LDW FEE (WHICH, IF CHARGED, WILL BE SET FORTH IN YOUR RENTAL CONTRACT).**



5. THE VALUE OF DAMAGE WAIVER.

Our Optional Limited Damage Waiver enables you to avoid costly downtime and expensive repairs and/or replacements by:

(a) Covering:

(i) **Repair/Replacement Costs:** A portion of the cost of repairing and/or replacing Covered Item(s) which suffer physical damage during your rental (subject to the limitations set forth in Section 6 below and the reverse side or Page 1 hereof); AND

(ii) **Rental Charges:** 100% of the Rent that would otherwise be due under your Rental Contract during the period in which the Covered Item(s) is/are being repaired or replaced (as applicable); AND

(iii) **Certain Other Costs:** 100% of the following charges that would normally be due under your Rental Contract: late fees, transportation and storage fees and interest; AND

(b) **Enabling You to Avoid Costly Insurance Claims and Premium Increases:** Costly insurance premium increases may be limited or avoided because in many cases, customers are able to avoid filing claims on their own insurance policies (increasing their "loss histories").

6. WHAT IS NOT COVERED?

Following is a summary of what LDW will not cover (See Page 1 hereof for more details regarding exceptions, exclusions and other important terms):

- Item(s) subject to any of the "Exceptions and Exclusions" set forth on Page 1 hereof;
- A "deductible" equal to 20% of the total of all "Repair/Replacement Costs" (as defined on the reverse side hereof);
- Repair/replacement costs exceeding \$10,000 in the aggregate across all Covered Items;
- Intentional abuse, improper use, negligence, and neglect;
- Violation of your Rental Contract, this Addendum, applicable laws or any instructions provided by FP and/or any owner(s) or manufacturer(s) of Covered Item(s);

1. YOUR RESPONSIBILITIES.

Rental customers or "lessees" are generally responsible for **ALL COSTS AND EXPENSES ARISING IN CONNECTION WITH ANY LOSS, THEFT, DAMAGE TO OR DESTRUCTION OF RENTED ITEM(S)** regardless of whether the rental customer or lessee was at fault. This can amount to thousands of dollars in additional expense, even for rental customers who maintain insurance (e.g., for deductibles, coverage limits, exclusions, etc.).

2. WHAT IS LIMITED DAMAGE WAIVER?

FP's Limited Damage Waiver ("LDW") is an **OPTIONAL** program that **ENABLES OUR CUSTOMERS TO LIMIT THEIR EXPOSURE TO MANY CLAIMS** for physical damage to or destruction of "Covered Item(s)" when a covered loss occurs through no fault of the customer.

LDW IS NOT INSURANCE.
NOR IS IT A WARRANTY.

3. WHAT DOES LDW COST?

The fee for LDW (if offered) is the percentage (of the Rent) charged for LDW set forth on Page 1 of your Rental Contract solely with respect to Covered Item(s). No LDW Fee is applied to purchases, delivery charges, fuel, or tax. All LDW fees are non-refundable.

4. HOW DOES LDW WORK, AND WHAT DOES IT COVER?

In exchange for your purchase of LDW, FP agrees to waive its claims against you and your company for a portion of the charges identified in Section 5 of this Limited Damage Waiver Guide with respect to Covered Item(s), enabling you to spend your valuable time and money on your business.

ADDENDUM – TABLES AND CHAIRS

I, _____, representing _____
(Print Name) (Name of Customer / Lessee on Rental Agreement)

have rented one or more Table(s) and/or Chair(s) (a/k/a: "Rented Item(s)") from Steadfast Event Solutions, LLC, d/b/a "FLEXX Productions" (hereinafter referred to as "FP"), under the terms of the Rental Agreement identified below or on Page 2 of this Addendum (the "Rental Agreement").

I am aware that the use of such Rented Item(s) poses certain risks, including without limitation, overturning and collapsing (collectively, "Risks"), particularly if such Rented Item(s) is/are overloaded and/or used other than in accordance with "Instructions" (including without limitation, the instructions and warnings provided by the manufacturer(s) of such Rented Item(s)) identified in the Rental Agreement.

Accordingly, I, the person signing this Addendum on Page 2 (the "Undersigned"), acknowledge and agree as follows with respect to all such Rented Item(s) (and with respect to any and all of my future rentals from FP, I will ensure the following):

- (1) That I am (and that, prior to being permitted to use or otherwise deal with any of such Rented Item(s) each user and potential user of such Rented Item(s) is made), aware of the capacity and load limit(s) applicable to such Rented Item(s);
- (2) That I have been made fully aware of all of the potential hazards associated with using, misusing, overloading and/or otherwise improperly using or dealing with such Rented Item(s) (and each of them);
- (3) That I have: (a) received, carefully reviewed, and fully understand all instructions and warnings (including without limitation, all load and capacity limitations) applicable to the Rented Item(s) (and each of them) (collectively, "Instructions and Warnings"); (b) selected (voluntarily and based on my own independently established criteria) each of the Rented Item(s), having deemed the same appropriate for my intended use, operation and environment; and (c) been afforded a reasonable opportunity to ask, and have received satisfactory answers to, any questions I had regarding the same.
- (4) That I have elected to accept or decline such Rented Item(s) with full knowledge of the potential hazards associated with using, misusing, overloading and otherwise dealing with such Rented Item(s), as well as the hazards associated with failing to ensure that all other users and occupants of such Rented Item(s) are fully apprised of such hazards; and
- (5) That I have personally inspected, examined, tested and approved for all intended uses and users each Rented Item prior to attempting to use it/them or making any Rented Item(s) available for use by any other party.

I, the Undersigned, further agree to comply fully and at all times with (a) the foregoing requirements, including without limitation, all applicable Instructions and Warnings, and (b) the Safety Rules appearing on Page 2; and I understand that:

THE RENTED ITEM(S) CAN BE DANGEROUS, PARTICULARLY IF MISUSED, OVERTURNED OR OVERLOADED

TABLE LOAD / CAPACITY LIMIT: 1200 LBS (Per Table) _____
Initials

CHAIR LOAD / CAPACITY LIMIT: 250LBS (Per Chair) _____
Initials

NO WARRANTIES: FP IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED IN THIS ADDENDUM, ALL OF WHICH ARE PROVIDED "AS-IS". FP MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY AND ALL WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY AND FREEDOM FROM DEFECTS, AS WELL AS ANY WARRANTY(IES) ARISING FROM OR IN CONNECTION WITH ANY COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) REGARDING ANY SUCH ITEM(S), NOR DOES FP MAKE ANY WARRANTY(IES) AGAINST INTERFERENCE OR INFRINGEMENT WITH INTELLECTUAL PROPERTY RIGHTS, ALL OF WHICH YOU HEREBY WAIVE. THERE ARE NO WARRANTIES OTHER THAN THOSE APPEARING ON THE FACE HEREOF.

ACCORDINGLY, IN ADDITION TO MY OBLIGATIONS UNDER EACH RENTAL AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, I, FOR MYSELF AND FOR THE CUSTOMER (OR "LESSEE") IDENTIFIED IN THE RENTAL AGREEMENT, HEREBY WAIVE AND RELINQUISH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS STEADFAST EVENT SOLUTIONS, LLC, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNITEES"), FOR, FROM AND AGAINST, ANY AND ALL PERSONAL AND BODILY INJURIES (INCLUDING DEATH), PROPERTY DAMAGE, LIABILITIES, CLAIMS, DAMAGES, FINES, FEES, PENALTIES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM AND/OR ASSOCIATED WITH ANY ONE OR MORE RENTED ITEM(S), INCLUDING, BUT NOT LIMITED TO, THE USE, MISUSE, OVERTURNING, OVERLOADING, COLLAPSE, TRANSPORTATION, MOVEMENT, STORAGE, CLEANING, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH RENTED ITEM(S), AND/OR ANY REFUSAL AND/OR ANY FAILURE BY MYSELF OR ANY PERSON(S) I PERMIT TO USE, OCCUPY AND/OR OTHERWISE DEAL WITH ANY ONE OR MORE OF SUCH RENTED ITEM(S) TO FULLY AND TIMELY COMPLY WITH ANY ONE OR MORE OF THE TERMS OF THIS ADDENDUM AND/OR THE INSTRUCTIONS REFERENCED HEREIN.

This Addendum, including the Safety Rules appearing on Page 2 hereof, supplements the Rental Agreement identified below and each other rental agreement entered into between FP and the Undersigned (or any entity represented or controlled by, controlling or under common control with the Undersigned, and/or its/their respective affiliates) at any time, and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of the Indemnitees (or any of them) under such agreement(s), at law or in equity. Neither this Addendum nor the Rental Agreement may be otherwise modified, unless authorized in writing by FP. The Undersigned's handwritten, digital, electronic, photocopied or facsimiled signature hereon will be enforceable as an original for all purposes with respect to the Rented Item(s) identified in the Rental Agreement and with respect to all other Item(s) obtained by the Undersigned and/or by any entity represented by the Undersigned from FP at any time.

ADDENDUM – TABLES AND CHAIRS

SAFETY RULES

Following is a summary of some common-sense rules designed to promote safety in the use of the Rented Item(s). The following rules are included for informational purposes only, and are NOT intended to: (a) serve as a comprehensive list of safety measures; or (b) supplant any safety requirements, instructions or warnings provided by the manufacturer(s) of the Rented Item(s) and/or required by applicable law(s), rule(s), regulation(s), standard(s) and/or code(s) (to which you are directed for further information):

1. **CAREFULLY INSPECT ALL RENTED ITEMS REGULARLY AND BEFORE EACH USE:** Never use any Rented Item(s) that is/are out of balance, malfunctioning, worn, bent, rusted, corroded, defective, damaged or deteriorated in any way;
2. **NOTIFY EACH PROSPECTIVE USER/OCCUPANT OF THE RENTED ITEM(S) OF ITS/THEIR CAPACITY / LOAD LIMITS;**
3. **NEVER EXCEED, OR PERMIT ANYONE ELSE TO EXCEED, THE CAPACITY / LOAD LIMITS SET FORTH ON PAGE 1;**
4. **USE THE RENTED ITEM(S) ONLY IN FULL COMPLIANCE WITH THE INSTRUCTIONS (INCLUDING ALL MANUFACTURERS' INSTRUCTIONS AND WARNINGS) AND ONLY ON CLEAN, FLAT AND DRY SURFACES (Non-compliant uses pose additional risks, including pinching, overturning and collapsing);**
5. **PROHIBIT ANY AND ALL USE(S) AND POTENTIAL USE(S) OF THE RENTED ITEM(S) WHICH MAY POSE UNNECESSARY RISKS OF INJURY OR PROPERTY DAMAGE, VIOLATE ANY INSTRUCTIONS AND/OR WARNINGS PROVIDED BY THE MANUFACTURER(S) OF SUCH ITEM(S) AND/OR EXCEED ITS/THEIR CAPACITY/LOAD LIMITS, AND ENSURE COMPLIANCE WITH EACH OF THE FOREGOING REQUIREMENTS BY ALL USERS AND OCCUPANTS OF SUCH RENTED ITEM(S) AT ALL TIMES;**
6. **DO NOT PERMIT ANY USE(S) OF THE RENTED ITEM(S) OTHER THAN THE MANUFACTURER(S)' INTENDED USE(S):** For example, never allow anyone to stand on, sit sideways in, or tilt back or to the side on fewer than all installed legs on any Rented Item(s), to use any Rented Item(s) as doorstops/blocks, as flotation devices, in self-defense or as weapons, for the purpose of lifting, moving, bracing or balancing other persons or objects, for sleeping, or for any purpose other than as directed by the applicable manufacturer(s), with all installed legs placed flat on the ground surface;
7. **SECURE AND PROTECT THE RENTED ITEM(S) WHEN NOT IN USE AND/OR IN THE EVENT OF SEVERE WEATHER:** Important: The Rented Item(s) may pose additional dangers, such as collapsing, overturning and/or becoming projectiles, if exposed to high winds or other severe weather events;
8. **CAREFULLY INSTALL ANY AND ALL ACCESSORIES** (including without limitation, protective caps on leg ends in order to avoid damaging interior and/or exterior surfaces, including without limitation, floors, stages, ground surfaces, concrete and asphalt), in accordance with the manufacturers' recommended procedures;
9. **DO NOT ATTEMPT TO MODIFY, ALTER, DISMANTLE, CIRCUMVENT, OBSTRUCT, IGNORE OR REPAIR ANY RENTED ITEM(S), SAFETY DEVICES, SAFETY WARNINGS, OR INSTRUCTIONS;**
10. **IF ANY RENTED ITEM APPEARS DEFECTIVE OR IN NEED OF MAINTENANCE OR REPAIR, IMMEDIATELY:** (A) CEASE USING SUCH RENTED ITEM; (B) TAKE REASONABLE STEPS TO ENSURE NO ONE ELSE ATTEMPTS TO USE IT; AND (C) NOTIFY FP;
11. **ENSURE THAT ALL CHILDREN IN, ON OR NEAR THE RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES:** Never permit children to play, lie, stand, crawl, or (except only as expressly permitted under the terms of the instructions and warnings provided by the applicable manufacturer(s)) sit, on or under any Rented Item(s);
12. **DO NOT INTERMIX PARTS FROM DIFFERENT MANUFACTURERS; AND**
13. **KEEP ALL RENTED ITEMS CLEAN AND IN GOOD CONDITION AND REPAIR:** Never use or permit the use of any Rented Item(s) that is/are damaged, degraded, rusted, corroded or otherwise in any way potentially unstable, structurally unsound or compromised.

Initials:

The party signing this Addendum below agrees to comply with the foregoing rules at all times, and to ensure that, at all times hereafter, all persons who use, occupy or otherwise deal with any Rented Item(s): (a) are made aware of all requirements of this Addendum, including the foregoing Safety Rules; and (b) fully comply with the same at all times.

Acknowledged and agreed as to Pages 1 and 2 hereof by the Undersigned to be effective as of the effective date of the Rental Agreement.

See Official Signature Block on your Rental Contract.
By signing the Official Signature Block you are agreeing to the terms of this Addendum.

Rental Agreement: _____
Date or Number

Signature: _____
Customer / Lessee

TEMPORARY STRUCTURES ADDENDUM EVACUATION PLAN GUIDELINES

**OSHA Regulation, 29 CFR Section 1910.38 sets forth
the requirements for an Emergency Evacuation Plan**

The tent(s), inflatable(s), amusement(s), stage(s), floor(s), and/or other temporary structure(s) (each being hereinafter referred to as a "Temporary Structure") you have rented from Steadfast Event Solutions, LLC, d/b/a "FLEXX Productions" (hereinafter also referred to as "FP," "Lessor," "we," "us," and "our") will be erected to provide temporary accommodations for your event. Temporary structures can provide protection from moderate weather but ARE **NOT DESIGNED FOR USE AS SHELTER IN SEVERE WEATHER**. Consequently, one or more Item(s) rented from FP may need to be evacuated in the event of severe weather and/or other emergency situations. **USE THIS ADDENDUM FOR ALL FUTURE RENTALS FROM FP.**

It is your ("Customer's" or "Lessee's") responsibility to ensure your guests' safety. FP recommends that you develop an emergency evacuation plan, so you are prepared to act decisively in the event of an emergency during your event. Following are suggested guidelines for developing an emergency evacuation plan.

Situation	Why you may need to evacuate
Lightning	The temporary structure is not grounded.
High / Gusty Winds (over 15 mph)	It subjects structure to forces beyond its limitations; the structure cannot protect occupants from flying debris.
Excessive Rain	It subjects structure to forces beyond its limitations; saturation of ground with water may compromise securement.
Snow, Hail and/or Sleet	It subjects structure to forces beyond its limitations.
Ice storm	It subjects structure to forces beyond its limitations.
Flooding	Saturation of ground with water may compromise securement.
Smoke, Fire or Explosion	The structure cannot protect occupants from excessive heat, flames or flying debris, and may trap smoke, gas or other harmful airborne substances.
Gas leak	Leaks may create the risk of fire or explosion. Atmospheric conditions may not be suitable for occupants.
Riot, War, Commotion, Civil Unrest, Terrorism	Structure cannot protect occupants from physical harm due to riot, war, commotion, civil unrest, terrorism or threats thereof.
Earth movement (e.g., tremor, landslide)	Ground conditions may not be suitable for occupants and may compromise the structure's integrity, stability or securement.

Note: This is not an all-inclusive list. You and your point person(s) should determine any and all emergency conditions that could arise during your event.

BEFORE YOUR EVENT:

1. Emergency Shelter: Work with your point person(s) to determine where guests will seek shelter if necessary:

- Identify a nearby permanent building large enough to accommodate your guests, or if no such building is available, another form of reasonably sufficient shelter or other location recommended by the *National Weather Service* or *Emergency Alert System* to serve as an emergency shelter.
- Make sure the building will be open and accessible during your event.
- Determine how guests will get there (e.g., the route to take, travel by foot or car, etc.).
- Make a note of the building's address in case you have to call for emergency assistance.

2. Communication: Make sure you have telephone and other methods of communication in the event of injuries. Pre-program emergency numbers in your mobile phone so you can act quickly to call police and/or emergency response personnel if necessary.

Depending on the size of your event, backup communications may be needed in situations where there is no electrical power, cell phone signals are interrupted, etc.

3. Your Designated Point Person(s) Will be Responsible for:

- **Monitoring** a weather source (such as the *National Weather Service*) two or more hours before your event begins, checking specifically for **SEVERE WEATHER ALERTS**.
- **Deciding** whether or not to proceed with the event under the tent(s) based on that information.
- **Checking** each rented structure for any changes since installation (for example, stakes pulling out of the ground, loose poles, ropes or straps etc.).

If severe weather occurs or threatens, or if you notice anything unusual call us immediately at: **(970)-223-1195**

DURING YOUR EVENT:

4. Monitor the WEATHER, and IMPLEMENT YOUR EVACUATION PLAN IF ANY ONE OR MORE OF THE FOLLOWING OCCUR(S):

- **Severe Weather Alert:** If a Severe Weather Alert is posted by the National Weather Service.
- **Lightning Strike:** If lightning strikes within 1 mile (count of less than 5 seconds between lightning and thunder).
- **Threatening Weather:** Dark clouds are approaching.
- **High Winds:** High winds causing large trees to sway or leaves to be ripped off trees (typically, winds in excess of 15 mph).
- **Smoke, Fire or Explosion.**
- **Heavy Precipitation:** Heavy rain, snow, hail or sleet begins falling or accumulating on the tent(s) (e.g., rain falling so hard that it runs off the tent walls in sheets, precipitation accumulating on the top(s) of the tent(s), etc.).
- **Flooding:** Water running through the tent or surrounding area.
- **Gas leak.**
- **Anchoring Failure:** Any of the anchoring devices fail(s) or the Rented Item(s), any pole(s) or wall(s) begin(s) to move, tilt or bend.

IF A DECISION IS MADE TO EVACUATE YOU MUST:

- (A) **Make a Public Announcement:** Announce immediately that there is a weather or other emergency and that it is unsafe to stay in or under any Temporary Structure. Require all occupants to evacuate immediately and take shelter in the location(s) you've chosen as emergency shelter(s).
- (B) **Render Assistance:** Assist your guests along the evacuation route to the emergency shelter.

AFTER AN EVACUATION, even if the Rented Item(s) appear(s) to be intact, it/they may not be safe to return to. For example, one or more stakes may have been pulled out of the ground or there may be loose poles, ropes or straps. **Contact FP so we can inspect each structure BEFORE you permit anyone to reenter and/or resume your event.**



SAMPLE EVACUATION PLAN

Post in a Public Place on or Near Rented Item(s)

The undersigned ("Provider") is providing one or more tent(s), inflatable(s), amusement(s), stage(s), floor(s), and/or other temporary structure(s) (each, a "Temporary Structure") at Provider's event. Each Temporary Structure is intended to provide only temporary accommodations. **Temporary Structures are NOT DESIGNED FOR USE AS SHELTER IN SEVERE WEATHER.**

The Above Referenced Temporary Structure(s) May Need to be Evacuated

if Severe Weather threatens/occurs, or in other types of emergency situations.

Designated Point Person(s) (The Person(s) who will be in charge of Provider's emergency plan and will be on site for the Provider's entire event). The point person(s) will be responsible during the event for monitoring the weather, determining whether to evacuate, and acting decisively and authoritatively to instruct guests to do so:

Name: _____ Cell Number: _____

Name: _____ Cell Number: _____

Emergency conditions to be particularly aware of (check all that apply to your region/seasonality):

- | | | |
|---|--|---|
| <input type="checkbox"/> Lightning | <input type="checkbox"/> Heavy rainfall | <input type="checkbox"/> Ice storm |
| <input type="checkbox"/> Hail or sleet | <input type="checkbox"/> Flash flooding | <input type="checkbox"/> Smoke, Fire or Explosion |
| <input type="checkbox"/> Damaging winds | <input type="checkbox"/> Accumulation of Precipitation | <input type="checkbox"/> Gas leak |
| <input type="checkbox"/> Earth movement | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

Emergency Shelter:

Name/Identification: _____ Phone No.: _____

Location/Address: _____

Confirmed the shelter will be open and available: Yes

Evacuation Route (From Rented Item(s) to Emergency Shelter): _____

Backup Method for Communication:

PA Cell Phone Walkie-talkie Bull Horn Other: _____

During the event:

An initial announcement of location of emergency shelter will be made. Yes No

If yes, by whom: _____

Weather alert radio Radio TV Cell Phone App Other: _____

Emergency Contact Numbers:

Fire Dept.: _____ Hospital/Med. Center: _____ Police: _____

On-Call Physician/EMT/Nurse: _____ Event Planner: _____ Rental Customer: _____

Questions? Contact Provider at: _____

Signature of Lessee (Provider of Evacuation Plan): _____

TEMPORARY STRUCTURES ADDENDUM

SAFETY RULES FOR TEMPORARY STRUCTURES

The following **SAFETY RULES** apply to any and all Temporary Structures (each being also referred to herein as a "Rented Item") provided by Steadfast Event Solutions, LLC, d/b/a "FLEXX Productions" (also referred to hereinafter as "FP," "Lessor," "we," "us," and "our") under the terms of each Rental Contract (the "Contract") between FP and you ("Customer," "Lessee," "you" and/or "your").

RULE #1: ENSURE THE SITE IS PROPERLY PREPARED

The installation site ("Site") must be reasonably uniform, safe, clean, flat, smooth, dry and free of debris 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, at your sole cost and expense, all necessary licenses, permits, authorizations and approvals, advise the appropriate Utilities Protection Service and **mark all underground utilities and cables, (contact 811 and go to www.Colorado811.org) at least 3, but not more than 10 business days in advance** including without limitation, water, gas, steam, sewer and electricity lines, underground sprinklers and television and data cables, and upon completion thereof, to provide complete and accurate diagrams thereof to FP.

RULE #2: DO NOT USE YOUR OWN MEANS OF SECUREMENT (INCLUDING WITHOUT LIMITATION WEIGHTS), OR OTHERWISE ATTEMPT TO MOVE OR MODIFY AN INSTALLED RENTED ITEM WITHOUT OUR APPROVAL

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

RULE #3: LIMIT OR ELIMINATE FIRE HAZARDS WHEREVER POSSIBLE AND PLACE FOAM PADS AT ALL LANDING POINTS

Temporary Structures and/or their Contents 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 landing points are clearly marked, properly padded, and unobstructed at all times; and (c) ensure all required fire extinguishers and other firefighting tools are reasonably accessible at all times.

RULE #4: 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 and/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 and it/they are not otherwise misused or overused.

RULE #5: DO NOT GRANT ACCESS TO UNRULY, HOSTILE OR INTOXICATED EVENT PATRONS

Person(s) who exhibit unruly or hostile behavior or appear to be intoxicated is/are strictly prohibited from entering or using any Rented Item.

RULE #6: ENSURE THAT CHILDREN ARE SUPERVISED BY A RESPONSIBLE ADULT AT ALL TIMES / NO SILLY STRING

NEVER permit children (those under the legal age of majority in the applicable state) to enter, use or have access to any Rented Item(s) unless supervised at all times by a **responsible and competent adult**. NO SILLY STRING is permitted in or on any Temporary Structure. You agree to pay us an additional cleaning fee of \$1,000 per temporary structure rented from us if silly string is found in or on any such temporary structure.

RULE #7: DO NOT PERMIT ACCUMULATION OF PRECIPITATION ON RENTED ITEMS

THE ACCUMULATION OF PRECIPITATION CAN DAMAGE A RENTED ITEM AND/OR CAUSE IT TO **LEAK AND/OR COLLAPSE**. ACCORDINGLY, YOU AGREE TO CAREFULLY MONITOR PRECIPITATION, TO PERIODICALLY REMOVE ALL ACCUMULATIONS OF PRECIPITATION FROM ALL RENTED ITEMS, AND TO COMPLY FULLY WITH ALL INSTRUCTIONS PROVIDED BY FP.

RULE #8: PROTECT PERSONAL PROPERTY FROM WATER DAMAGE

RENTED ITEMS ARE NOT WATERPROOF. PRECIPITATION, INCLUDING RAIN, SNOW, SLEET AND HAIL, MAY AMONG OTHER THINGS, 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 under or inside any Rented Item.

RULE #9: MAINTAIN AND POST IN A CONSPICUOUS PLACE AN OSHA-COMPLIANT EVACUATION PLAN, AND EVACUATE THE RENTED ITEM(S) IN THE EVENT OF SEVERE WEATHER (SEE OUR 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 and post in a conspicuous place, a written Evacuation Plan** for all temporary structures, 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, snow, sleet and/or winds in excess of 15 mph), you agree to: (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 wind or water damage); and (c) **PERMIT FP, 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 FP to do so).

IN ADDITION TO THE CUSTOMER'S OTHER LIABILITIES AND OBLIGATIONS ARISING UNDER THE RENTAL CONTRACT AND/OR RELATED DOCUMENTS, CUSTOMER HEREBY: (A) **ASSUMES** FULL RESPONSIBILITY (INCLUDING WITHOUT LIMITATION, ALL LIABILITY FOR PERSONAL AND/OR BODILY INJURIES AND PROPERTY DAMAGE (INCLUDING DAMAGE TO ANY RENTED ITEM(S)) ARISING FROM AND/OR IN CONNECTION WITH ANY FAILURE BY CUSTOMER AND/OR ANY OF CUSTOMER'S PARENTS, AFFILIATES AND/OR SUBSIDIARIES, AND/OR THEIR RESPECTIVE OWNERS, SHAREHOLDERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS, ASSIGNS AND/OR INVITEES (COLLECTIVELY, THE "CUSTOMER PARTIES") TO FULLY AND TIMELY COMPLY WITH EACH OF THE FOREGOING SAFETY RULES; (B) FOR ITSELF AND FOR EACH OF THE CUSTOMER PARTIES, **WAIVES AND RELINQUISHES** ANY AND ALL RIGHTS, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) AGAINST FP, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, DIRECTORS, AGENTS, EMPLOYEES, INSURERS, SUBROGEEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "FP PARTIES") ARISING THEREFROM AND/OR IN CONNECTION THEREWITH (INCLUDING ANY SUCH FAILURE); AND (C) **AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS** THE FP PARTIES (AND EACH OF THEM), FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING IN CONNECTION THEREWITH.



TEMPORARY STRUCTURES ADDENDUM WAIVER, INDEMNITY AND RELEASE AGREEMENT



I, _____, representing _____
(Print Name) (Name of Customer)

(hereinafter, "Customer") have rented, or may in the future rent, one or more tent(s), inflatable(s), stage(s) and/or floor(s) (also referred to herein as "Rented Item(s)") from Steadfast Event Solutions, LLC, d/b/a "FLEXX Productions" (also referred to hereinafter as "FP," "Lessor," "we," "us," and "our") under the terms of the Rental Contract(s) I have executed, or may in the future execute, with FP (the "Rental Contract").

WHEREAS, one or more of such Rented Item(s) may be delivered to and/or installed by one or more employees and/or contractors of FP at the "Site" specified in the applicable Rental Contract, it being acknowledged that certain Rented Item(s) must be anchored, typically by driving stakes or spikes into the ground to a depth of as much as **84 inches**;

WHEREAS, Customer acknowledges that: (a) installation of the Rented Item(s) at the applicable Site(s) may result in damage (including without limitation, damage to concrete and/or asphalt surfaces, flowers, plants, bushes and/or other improvements); and (b)(i) underground water, sewer, gas, drainage, power, cable television, internet and/or other service/utility lines, wires, pipes, conduits, etc. (collectively, "Lines") may be located at the subject Site(s), may not be visible upon inspection and, if ruptured, may cause substantial personal injury(ies) (including death), property damage, disruption of services and/or financial losses; and (ii) FP and/or its employees may not be aware of the existence or location(s) of one or more of such Lines (including without limitation, private lines which may not be identified by public utility location services), unless advised by Customer of their existence and location, and properly marked on the surface of the ground.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein and in the applicable Rental Contract(s), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer agrees as follows:

1. Identification and Marking of Lines: Customer agrees to ensure that, prior to delivery and/or installation of the Rented Item(s) at the Site: (a) all Lines are clearly and properly marked on the surface of the ground; and (b) all required licenses, permits, authorizations and approvals (including without limitation, state, county, municipal, provincial and local permits, as well as the approval(s) of the owner(s) of the Site) have been obtained and will remain in effect for the duration of each of Customer's rentals of Rented Item(s) from FP.
2. ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, **THE UNDERSIGNED, FOR HIM/HERSELF AND FOR THE CUSTOMER, HEREBY: (A) ASSUMES ALL RISK OF PERSONAL AND BODILY INJURY(IES) (INCLUDING DEATH), PROPERTY DAMAGE, DISRUPTION OF SERVICES AND/OR UTILITIES, FINANCIAL LOSS(ES), AND ANY AND ALL OTHER LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE RENTED ITEM(S) AND/OR SERVICE(S) PROVIDED BY AND/OR AT THE DIRECTION OF LESSOR, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE DELIVERY, INSTALLATION (INCLUDING WITHOUT LIMITATION, DAMAGE TO LINES, CONCRETE, ASPHALT AND/OR OTHER IMPROVEMENTS), USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION, BREAKDOWN AND/OR RETRIEVAL OF THE RENTED ITEM(S), WHETHER OR NOT THE FAULT OF THE UNDERSIGNED OR THE CUSTOMER; AND (B) RELEASES AND DISCHARGES, AND AGREES TO INDEMNIFY, DEFEND AND FP, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, DIRECTORS, AGENTS, CONTRACTORS, EMPLOYEES, INSURERS, REPRESENTATIVES, SUBROGEEES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ALL LIABILITIES ASSUMED UNDER SUBSECTION (A), AS WELL AS ATTORNEYS' FEES) ARISING FROM AND/OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH RENTED ITEM(S) AND/OR SERVICES (EVEN IF ARISING FROM ANY DEFECT(S) IN OR WITH RESPECT TO ANY RENTED ITEM(S) AND/OR THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF LESSOR, ITS AGENTS, EMPLOYEES AND/OR CONTRACTORS).**
3. Miscellaneous: This Addendum (including Pages 1 through 4 hereof) supplements each Rental Contract now or hereafter entered into between FP and the undersigned (or any entity represented or controlled by, controlling or under common control with the undersigned, and/or its/their respective affiliates) at any time, and shall not be deemed a limitation of any other rights, protections and/or remedies available to or for the benefit of Lessor under such Rental Contract(s), at law or in equity. Neither this Addendum nor any such Rental Contract may be otherwise modified, unless authorized in writing by FP. The undersigned's handwritten, digital, electronic, photocopied or facsimiled signature and initials hereon will be enforceable as originals.

Acknowledged and agreed by the undersigned to be effective as of the effective date of each applicable Rental Contract.

See Official Signature Block on your Rental Contract. By signing the Official Signature Block you are agreeing to the terms of this Addendum.

 (Signature: Customer/Lessee/Authorized Signatory)



Additional Service Fees

- Off Hours
 - For deliveries or pickups that occur outside of our 7:30am-6:00pm business hours.
 - Starts at \$430.00
- Specific Delivery or Pickup Time
 - For deliveries or pickups that require our team to show up at a specific time.
 - EX: Pickup AT 2:00pm
 - Starts at \$200.00
- Weekend Delivery or Pickup
 - For deliveries or pickups that occur on Saturday or Sunday.
 - Starts at \$100.00
- Additional Labor or Equipment
 - Any project site greater than 50' from truck access is subject to additional labor or equipment.
 - Labor Starts at \$85/tech/hour
 - Equipment Starts at \$495.00



Town of Timnath

Thank you for your consideration of our proposal for your upcoming event needs. By selecting FLEXX Productions to serve as your Event Rental Provider for your event, you are ensuring the productions of a seamless event. FLEXX will supply you with professional event execution and key event staff to allow you to focus on your vendors while we take care of the day of event logistics.

Non Disclosure, Confidentiality Agreement

This proposal is provided to the client in agreement to be kept confidential. Any information included in this proposal is to remain private between the client and FLEXX Productions. By your review of this document, you agree to maintain confidentiality of all services and fees proposed for your event.

Featured Products: Tents

Frame Tents



Pole Tents



Tidewater Tents

Clearspan & Structure Tents

*For full inventory, please speak to your Event Specialist or visit our website

Featured Products: Tables & Chairs

Folding Chairs



X-Back Chairs



Wood Style Padded Chairs

Banquet Tables



Round Tables



Cocktail Tables



*For full inventory, please speak to your Event Specialist or visit our website

Featured Products: Pipe & Drape



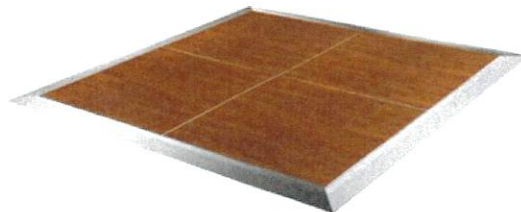
8' & 16' Pipe & Drape
Available in Black & White*
*Hunter Green & Royal Blue
available in 8' Pipe & Drape



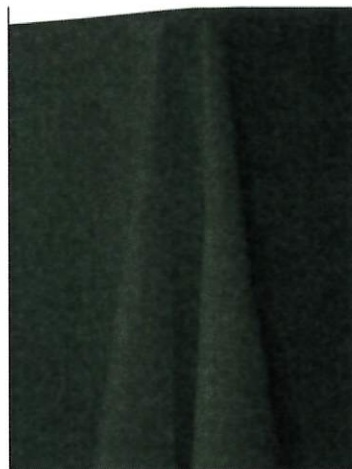
3' Pipe & Drape
Available in Black & White

*For full inventory, please speak to your Event Specialist or visit our website

Featured Products: Additional Items



Staging & Dance Floor in variety of sizes



Linen in variety of colors & fabrics



Tableware & Catering/Serving Equipment

*For full inventory, please speak to your Event Specialist or visit our website



A few of our 5 Star Google Reviews



We love working with Flexx! Our event planning team has always appreciated the prompt communication and excellent customer service from Flexx. The event business is a beast and the team at Flexx are true professionals!

- Big Deal Company

FLEXX Productions has been amazing with providing special event rentals for Loveland Aleworks! They are punctual, effective at communication, and extremely friendly. They will be our absolute go to on future events. Thank you, FLEXX, for being so wonderful and easy to work with!

- Loveland Aleworks

Flexx has always been a great vendor to work with on all events, small to large! I have been using Flexx for the past 15 years and they always strive to provide me the best experience! Whether I'm renting some small equipment or having them set up a tent for 500 people, they provide great service, have friendly and helpful sales staff, and work hard to ensure my event's success!

- Colorado State University



References

Rachel Befort - American Cancer Society

- P: 970-690-2968
- E: rachel.befort@cancer.org

Louise Romero - The Ranch Events Complex

- P: 970-619-4003
- E: romerolo@co.larimer.co.us

Jackie Matsuda-Davison - Windsong Estate

- P: 970-686-9690
- E: jackie@windsongestate.com

Alexis Bradley - National Multiple Sclerosis Society

- P: 303-698-5403
- E: alexis.bradley@nmss.org



Social Media



@flexxproductions



Flexx Productions



@FLEXX_Rentals



@flexxproductions7627



ACH Transfer Information

Bank: Independent Bank

Company: Steadfast Event Solutions dba
FLEXX Productions

Routing Number: 111916326

Account Number: 4000841334

EXHIBIT A-1
CONTRACTOR'S COMPLETED W-9

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Steadfast Event Solutions LLC

2 Business name/disregarded entity name, if different from above
Flexx Productions

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1833 E Harmony Road Unit 19

6 City, state, and ZIP code
Fort Collins CO 80528

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

8	3	-	2	8	6	4	0	3	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Jodi Cox*

Date ▶ *1.8.24*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT B

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 13 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of Colorado.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate, and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;*
 - d. broad form property damages; and
 - e. medical payments.

***This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement.**
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of operation or use of an automobile.**

EXHIBIT B-1
CERTIFICATE(S) OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ARA Insurance Services, Inc. 11225 College Blvd Suite 250 Overland Park KS 66210	CONTACT NAME: Jackie Hamill PHONE (A/C, No, Ext): 800-821-6580 FAX (A/C, No): 816-474-1931 E-MAIL ADDRESS: jhamill@arainsure.com
INSURER(S) AFFORDING COVERAGE	
INSURED Steadfast Event Solutions, LLC dba Flexx Productions Secured Tents, LLC Foresite Holdings, LLC 1833 E. Harmony Rd. #19 & amp; #18 Fort Collins CO 80528	INSURER A : AXIS Insurance Company NAIC # 37273 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1812138588 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		A1FLCO001-038236-06	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			A5FLCO001-038237-06	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Rental / Sales Inventory Special Form /Theft			A1FLCO001-038236-06	11/1/2024	11/1/2025	Occurrence Limit 3,400,000 Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder listed below is an additional insured for commercial general liability insurance to the extent that coverage is afforded by form ARAX 30 01 08 12 attached.

CERTIFICATE HOLDER Town of Timnath 4750 Signal Tree Drive Timnath CO 80547	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <h2 style="text-align: center;">ARA Insurance</h2>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured any person, organization, state or governmental agency or subdivision, or political subdivision when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) is to be named as an additional insured on your policy, subject to the following provisions:

- A. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and **must have been executed prior to the “bodily injury,” “property damage” or “personal and advertising injury.”**
- B. The person, organization, state or governmental agency or subdivision or political subdivision is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 1. The ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
 - (a) **This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant in that premises.**
 - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured.
 2. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured(s), subject to the following additional exclusions:
 - (a) **This insurance does not apply to “bodily injury” or “property damage” occurring after all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) has been completed.**
 - (b) **This insurance does not apply to “bodily injury” or “property damage” occurring after that portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.**
 - (c) **This insurance does not apply to “bodily Injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:**
 - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (ii) Supervisory, inspection, architectural or engineering activities.
 3. The maintenance, operation or use of equipment leased to you by such person(s) or organization(s). **This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.**
 4. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization, subject to the following provisions:

- (a) This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the operations performed for the federal government, state or municipality.
 - (b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."
5. Their liability as a grantor of a franchise to you.
6. Their liability as a grantor of a license to you. A person(s) or organization(s) status as an additional insured under this provision ends when:
- (a) The license granted to you by such person(s) or organizations(s) expires; or
 - (b) Your license is terminated or revoked by such person(s) or organizations(s) prior to expiration of the license as stipulated by the contract or agreement.

CERTIFICATE HOLDER COPY

Steadfast Event Solutions dba Flexx Productions
1833 E Harmony Rd
Unit 19
Fort Collins, CO 80528

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)

EXHIBIT C

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Steadfast Event Solutions, LLC

is a

Limited Liability Company

formed or registered on 12/17/2018 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20188000144 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/19/2024 that have been posted, and by documents delivered to this office electronically through 11/21/2024 @ 13:33:48 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/21/2024 @ 13:33:48 in accordance with applicable law. This certificate is assigned Confirmation Number 16739733 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."