

**VILLAGE OF VERNON HILLS
ORDINANCE 2024-026**

**AN ORDINANCE AUTHORIZING APPROVAL OF A RENTAL AGREEMENT WITH
MARQUEE EVENT RENTALS FOR TENTS FOR THE 2024 VERNON HILLS DAYS
EVENT IN AN AMOUNT NOT TO EXCEED \$29,000**

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the 2024 Vernon Hills Days event is scheduled for July 18-21, 2024; and

WHEREAS, each year the Village of Vernon Hills rents various tents for the Vernon Hills Days event; and

WHEREAS, Marquee Event Rentals has provided the rental, delivery, setup, and teardown of the tents for previous events at the satisfaction of the Village; and

WHEREAS, it is the desire of the President and Village Board to enter into a rental agreement with Marquee Event Rentals for the 2024 Vernon Hills Days event; and

WHEREAS, expenditures over \$25,000 require Board of Trustee approval.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents with Marquee Event Rentals for the rental of tents for the 2024 Vernon Hills Days event, as attached as Exhibit A.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to Marquee Event Rentals in an amount not to exceed \$29,000 total per the attached agreement in Exhibit A.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2024-026.

Dated the 19th of March, 2024

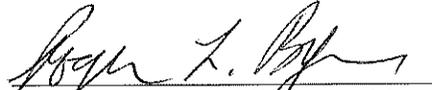
Adopted by roll call votes as follows:

[SIGNATURES TO FOLLOW]

AYES: 5 – Forster, Oppenheim, Marquardt, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 2 – Schenk, Takaoka

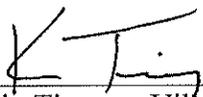


Roger L. Byrne, Village President

PASSED: 03/19/2024

APPROVED: 03/19/2024

ATTEST: 03/19/2024



Kevin Timony, Village Clerk



EXHIBIT A

Marquee Event Rentals Agreement

VILLAGE OF VERNON HILLS 7/18-21/24 SUMMER CELEBRATION | RENTS/TENTS

#8CE19F46

TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and Marquee Event Group, Inc., a Delaware corporation, d/b/a "Marquee Event Rentals" (hereinafter, "MER," "we," "us" and "our") [and the Village of Vernon Hills \("Village"\), an Illinois Municipal Corporation](#) agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Items" means the items rented to you, as identified on P.1 (including any "Instructions" referenced in Section [or "§"] 5 below); "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on P.1; and "Site" means the address set forth on P.1 where the Item(s) will be delivered and/or used.

2. You agree to rent the Rented Item(s) from MER for the period(s) specified on P.1 (the "Term"), and to pay our stated Rental rate(s) (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff, and assume all responsibility for loss and damage to such Item(s), until all Rented Item(s) is/are returned to *and accepted by* MER in the return condition required under this Contract (including § 13). Unless otherwise specifically agreed by MER, all rental rates are for normal use of the Rented Item(s) on a single-event basis during the Term. Additional amounts will be due for late returns, misuse and abuse. The Rent will not be reduced for weather events, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay MER: (i) any deposit specified on P.1 (or if not specified, 100% of the Estimated Rent) upon making your reservation with MER; (ii) the remainder of the Estimated Rent not later than 30 days prior to commencement of the Term (together with the deposit, the "Prepayment"); and (iii) any additional amounts coming due hereunder upon our demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to MER; and (iv) all Prepayments are NON-REFUNDABLE unless otherwise agreed by MER. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed abandoned.

3. Except with respect to Items MER rents from one or more third parties (each, a "TPO") and then re-rents to you ("Re-Rented Items"), MER alone owns and will retain title to all Rented Items. You will have exclusive control over the Rented Item(s) during the Term, *subject however*, to your obligation to fully and timely honor and comply with this Contract at all times during the Term. You SHALL NOT: (a) grant, suffer or permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item; or (b) transfer, sublease, license, store, repair, surrender possession of, encumber or assign any Rented Item(s) or this Contract without MER's prior written consent (in our sole discretion). MER may sell and/or assign all or any part of its interests in the Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of MER.

4. You will [endeavor to have](#) ensure the Site is reasonably clean, safe, secure, flat, dry and otherwise fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery, installation and/or retrieval), you will: (a) pay our stated charge(s) for the same; (b) be present (or ensure your representative is present) at the Site at the agreed time(s); and (c) ensure our representatives have full access to the Site at all times. MER will not be responsible for any delay(s) caused by other parties, including any providers of other goods or services ("Other Providers") for which you agree to indemnify, defend and hold harmless MER (including all waiting time). If you are not present upon delivery or retrieval of the Rented Item(s), you agree to accept the statements of MER's representatives regarding the same (including the status,

location(s), condition and quantities of the Item(s) and the Site).

5. Upon your execution of this Contract (and upon any later delivery to or receipt by you of the Rented Item(s), unless you immediately reject it/them), you represent, ~~warrant, acknowledge and agree that:~~ (a) each of such Item(s); ~~(i) has been carefully selected, examined, counted and tested by you; (ii) is complete and in good repair and operating condition, free of defects, and otherwise in all ways acceptable to you; and (iii) is appropriate for your purposes, not based on any recommendation by MER; and:~~ (b) you: (i) have received, read and understand all training, instructions, warnings, user manuals, maintenance requirements, and other information, if any (including without limitation, any and all applicable Fire and Building Codes, EPA, OSHA, ANSI, ASME, IEEE, IBC, IFC, NFPA and SAIA Standards) pertaining to the Rented Item(s) (or any of them) (collectively, "Instructions"); (ii) will fully comply therewith; (iii) have been offered all applicable safety equipment; (iv) will advise the appropriate Utilities Protection Service, mark all underground utilities and cables (See § 8), and timely obtain all applicable licenses, authorizations, permits and approvals as well as the consent of the owner(s) of the Site in advance of the Term; (v) will not permit the use or storage of fire sources, open stoves or flammables inside of or unreasonably close to any Rented Item; (vi) will immediately cease using any Rented Item that you have knowledge has broken breaks down, malfunctionededs or proves defective (a "Malfunction"); (vii) will ensure that adequate and proper power, heating and lighting are provided to and for the benefit of all Rented Item(s) at all times; ~~and (viii) will cause all others to fully and timely comply with this Contract at all times.~~

6. In the event of a Malfunction (as defined in § 5), you will immediately cease using and evacuate the Malfunctioning Item and notify us. Provided the Malfunction did not result from the wrongful or negligent act or omission, or any breach of this Contract, by you or any person(s) you permit to use, occupy or otherwise deal with any one or more of the Item(s) as determined by a court of competent jurisdiction, we will, ~~at the Village's~~ our option: (a) repair the Malfunctioning Item; (b) provide you with a comparable replacement; or (c) with respect solely to such Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. ~~The foregoing remedies are EXCLUSIVE. We will have no other obligations regarding Malfunctions, all of which you waive, together with all associated direct, indirect, incidental, consequential, general, special, exemplary and punitive damages.~~

7. AT ALL TIMES DURING THE TERM, YOU WILL ENSURE THAT: (a) each Rented Item is used safely and *only*: (i) for its intended purpose(s); (ii) within its rated capacity; (iii) at the Site; and (iv) otherwise in full compliance with this Contract (including §§ 5 through 10); and (b) ALL CHILDREN USING OR OCCUPYING ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES. You will not, nor will you permit anyone else to: (A) abuse, misuse, overuse, move, remove from the Site, reposition, conceal, repair, modify, damage or destroy any Rented Item(s); (B) expose any Rented Item(s) to any harmful or hazardous substances or circumstances; (C) violate any applicable law, rule, regulation, policy of insurance or warranty; or (D) take possession of or exercise control over any Rented Item(s) without the prior written consent of MER (granted, conditioned or withheld in our sole and absolute discretion).

8. In Illinois, you must provide notice to all owners and operators of underground utilities or CATS facilities as required under the Illinois Underground Utility Facility Damage Prevention Act, 220 ILCS 50-1, *et seq.* (as amended, the "Act"). For line locations, call 811 (and in Illinois, call JULIE at 1-800-892-0123 and go to www.illinois1call.com) at least 3 full business days prior to digging or disturbing the ground surface.

9. You agree to maintain all INSURANCE we may require in connection herewith, including commercial general and host liquor ("dram-shop") liability insurance, each with minimum limits of \$1,000,000 per occurrence, and property damage/inland marine insurance covering all Rented

Items for the full (new) replacement cost thereof: (a) naming MER as an additional insured and loss payee; (b) waiving subrogation against us; (c) being primary and non-contributory; and (d) including a severability of interest clause and such other provisions (including deductibles) as we may require. ~~You irrevocably appoint MER as your agent and attorney in fact for purposes of submitting and negotiating claims and payments on all such policies.~~

10. WARNING: TENTS, CANOPIES, STAGES AND FLOORS ("TEMPORARY STRUCTURES"), AND ITEMS USED FOR COOKING AND/OR HEATING CAN BE DANGEROUS AND MAY MOVE, SHIFT, TIP, COLLAPSE, LEAK, OVERTURN OR CATCH FIRE, PARTICULARLY DURING SEVERE WEATHER (e.g., heavy rain, snow, sleet, hail and winds over 25 mph). You agree to: (a) conspicuously post an OSHA-compliant EVACUATION PLAN on or near each Temporary Structure; and (b) if hazardous weather occurs or threatens: (i) DISCONTINUE USING AND EVACUATE such Item(s); (ii) notify us of the same as soon as possible; (iii) take all necessary steps to: (A) to attempt to ensure the safety of all occupants and their property; and (B) to attempt to protect all Rented Items; and (iv) PERMIT US IN OUR SOLE DISCRETION, TO POSTPONE DELIVERY AND/OR INSTALLATION OF, AND/OR DISMANTLE, STORE AND/OR RETRIEVE ANY OR ALL OF SUCH ITEM(S) (without obligating us to do so).

~~11. MER IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S), ALL OF WHICH ARE PROVIDED "AS IS". NEITHER MER 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 GOOD AND WORKMANLIKE PERFORMANCE, AND ANY AND ALL WARRANTY(IES) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF MER AND/OR ANY TPO, NOR DOES MER OR ANY TPO MAKE ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS, OR ADVERTISEMENTS MADE OR ACCEPTED BY MER OR ANY TPO CONSTITUTE REPRESENTATIONS OR WARRANTIES BY MER OR ANY SUCH TPO.~~

~~12. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH THIS CONTRACT AND/OR THE ITEM(S) AND/OR SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, 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, DEMONSTRATION, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY, INSTALLATION AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, MER, EACH TPO, and their respective owners, members, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (each, an "Indemnitee"), for, from and against: (i) all such RISKS; and (ii) any breach of this Contract by you, your agents and/or employees; and except only as specifically provided in 5-6; (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.~~

13. You agree to: (a) protect all Rented Item(s) at all times; (b) keep them safely and securely stored out of the elements and locked when not in use; and (c) return them to MER on time at

the end of the Term, rinsed clean, complete, ~~and in the same condition that the Rented Items were delivered to the Village, ordinary wear and tear excepted, undamaged, free of burns, stains, dirt and debris,~~ and otherwise in good order, condition and repair. If you fail to comply with this § 13, then in addition to the amounts set forth on P.1 and/or elsewhere in this Contract, you agree to pay us: (i) Rent for each succeeding full rental period until all Rented Item(s) are returned or replaced as required herein; and (ii) all costs and expenses we incur in connection with such failure, including cleaning, servicing, repairing and/or replacing the subject Rented Item(s) (at full new replacement cost). Certain Item(s) 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 to us, you will ensure that all Rented Items are properly Packed and free of mold, mildew and discoloration. YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. PACKING WET OR DAMP RENTED ITEMS MAY RESULT IN MOLD, MILDEW AND/OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.~~

14. ~~Your duties hereunder are unconditional.~~ If you: (a) fail to fully and timely honor, pay, perform or comply with this Contract and/or any of your obligations arising hereunder; (b) provide any incorrect or misleading information to MER; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost or damaged (unless covered by LDW as provided in § 15), you will be in default under this Contract, whereupon, we may, ~~with or without legal process or notice (and without liability to you),~~ to the maximum extent permitted under applicable law: (i) terminate your rental(s); (ii) seek relief from stay; (iii) recover, empty, lock, restrict access to, disassemble and/or disable any Rented Item(s) without being guilty of breach, trespass or wrongful interference, or liable for any injury(ies) and/or damage(s) (for which you agree to indemnify, defend and hold harmless MER, its employees, agents and contractors); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you our associated direct ~~and indirect~~ damages, losses, costs and expenses (~~including including Rent for the remainder of the Term, interest,~~ attorneys' fees and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.

15. If and *only if*, we have offered, and you have elected to purchase the *OPTIONAL LIMITED DAMAGE WAIVER ("LDW")* (set forth on P.1 *IF AVAILABLE*) and paid the *non-refundable LDW Fee referenced therein prior to commencement of the Term*, your liability to MER for physical damage to the Item(s) covered by LDW will be limited as set forth in our form of Damage Waiver Guide and Addendum, a copy of which you acknowledge receiving and carefully reviewing. LDW is *OPTIONAL* and may be declined if you provide the property damage insurance referenced in § 9. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

16. This Contract, together with any addenda we provide (including our Temporary Structures Addendum, Damage Waiver Guide and Rental Policies), each of which is incorporated herein, represent(s) the entire agreement between you and MER, superseding all other agreements and representations, including without limitation our website and advertising. The terms of this Contract are severable. If any of the term(s) hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, such term(s) will be deleted, and the remainder of this Contract will remain valid and enforceable. This Contract cannot be further amended or extended except in a writing signed by MER. If any legal action is commenced in connection with this Contract and/or the subject matter hereof, ~~the prevailing party in any such action -MER-~~ will be entitled to recover its associated costs and expenses (including its attorneys' fees and expenses) ~~from you if MER prevails.~~ You acknowledge that: (a) this Contract: (i) is fair and reasonable; (ii) shall be enforceable only by you, Marquee Event Group, Inc., the other Indem-nitees, and their respective permitted successors and assigns; and (b) shall be governed by and interpreted under the laws of the State of Illinois (and proper venue for all civil legal proceedings commenced in connection with this Contract shall lie solely in the federal court district for the Northern District of Illinois and, state and local courts located in Lake County, Illinois or nearest to the state and county in which

the MER facility from which you obtained the Item(s) is located (unless waived by MER). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials appearing on this Contract and/or any addenda will be deemed originals.

17. Time is of the essence. We may, without notice or liability to you, monitor and/or inspect any Item(s) at any time. If any performance required of us is impaired as a result of any act or omission of/by you, your agents or employees, any Other Provider(s) or any "Act of God" defined as earthquakes, tornadoes, floods, lightning storms, hail or other severe weather (e.g., any 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. You grant to MER and each TPO a perpetual, paid-up, royalty-free license to edit, distribute, display and copy all audio and visual representations which include any of the Item(s).~~ All amounts due from you hereunder will be paid in accordance with the Illinois Local Government Prompt Payment Act 50 ILCS 505/1 et seq. but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. ~~Our maximum liability to you in connection with this Contract is limited to the amount(s) actually paid by you to us under this Contract.~~ These Terms and Conditions apply to all Item(s) identified on P.1, and to *all other Items* you obtain from MER at any time (except only as we otherwise agree in writing). ~~You agree to pay all taxes (including sales, use, equipment, inventory, bulk transfer, value added, and other taxes), fines, fees, tolls, duties, assessments and other charges related to each Item and/or the transactions referenced in this Contract.~~ Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy we may have. ~~You authorize us to submit all amounts coming due under this Contract to any debit or credit card(s) you provide.~~

18. WARNING: Wrongfully obtaining property of another (e.g., by threat or deception, or without the consent of the owner), and/or failure to timely return rented property, may be deemed THEFT, resulting in CIVIL LIABILITY and/or CRIMINAL PROSECUTION. In Illinois, see 720 ILCS 5/16-1, 16-3 and 17; in Kansas, see KSA § 5803 et seq.; in Georgia, see OGCA, § 516-8-2-5, et seq.; and in Texas, see Texas Penal Code § 31.04, et seq. (and their respective successor provisions, if any) for details.

X Ku Ting

Client Signature

X Wol CA

Marquee Event Rentals - Chicago Signature

VILLAGE OF VERNON HILLS 7/18-21/24 SUMMER CELEBRATION | RENTS/TENTS

#8CE19F46

Tent Addendum & Sample Evac Plan

CLICK FOR FULL DOCUMENT: [Tent Addendum & Sample 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 Marquee Event Group, Inc., a Delaware corporation, d/b/a "Marquee Event Rentals" (also referred to hereinafter as "MER," "Lessor," "we," "us," and "our") under the terms of each Rental Contract (the "Contract") between MER and its customers (hereinafter referred to as "Customer," "Lessee," "you" and "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 endeavor to 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, including without limitation, water, gas, steam, sewer and electricity lines, underground sprinklers and television and data cables, and provide complete and accurate diagrams thereof to LPRC. You must provide notice to owners and operators of underground utilities or CATS facilities as required under the Illinois Underground Utility Facility Damage Prevention Act, 220 ILCS 50-1, et seq. (as amended, the "Act"). For line locations, call 811 (and in Illinois contact "JULIE" (Joint Utility Locating Information for Excavators) at 1-800-892-0123, and go to www.illinois1call.com at least 3 full working days prior to digging or disturbing the ground surface.

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 MER (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 MER.

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 if/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 MER.

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 25 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 MER, 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 MER 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 PROPORTIONLA 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; 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 Marquee Event Group, Inc., d/b/a "Marquee Event Rentals" (also referred to hereinafter as "MER," "Lessor," "we," "us," and "our") under the terms of the Rental Contract(s) I have executed, or may in the future execute, with MER (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 MER 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) MER 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 locatlon 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 MER.

2. ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE

3. Miscellaneous: This Addendum (including Pages 1 through 4 hereof) supplements each Rental Contract now or hereafter entered into between Marquee Event Group, Inc. 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 MER. 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.

x Ku Ting

Client Signature

x WLC

Marquee Event Rentals - Chicago Signature

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 Marquee Event Group, Inc., d/b/a "Marquee Event Rentals" (hereinafter also referred to as "MER," "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 MER may need to be evacuated in the event of severe weather and/or other emergency situations. **USE THIS ADDENDUM FOR ALL FUTURE RENTALS FROM MER.**

It is your ("Customer's" or "Lessee's") responsibility to ensure your guests' safety. MER 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.

Lightning The temporary structure is not grounded.

High / Gusty Winds

(over 25 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: _____.

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 25 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 MER so we can inspect each structure **BEFORE** you permit anyone to reenter and/or resume your event.

708.485.8010 or After Hours 708.570.1701

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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):

- Lightning • Heavy rainfall • Ice storm
- Hail or sleet • Flash flooding • Smoke, Fire or Explosion
- Damaging winds • Accumulation of Precipitation • Gas leak
- Earth movement • •

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):

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TEMPORARY STRUCTURES ADDENDUM

WAIVER, INDEMNITY AND RELEASE AGREEMENT

I, ,

(Print Name)

representing

(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 Marquee Event Group, Inc., d/b/a "Marquee Event Rentals" (also referred to hereinafter as "MER," "Lessor," "we," "us," and "our") under the terms of the Rental Contract(s) I have executed, or may in the future execute, with MER (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 MER 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) MER 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 MER.

2. ~~ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE~~

between Marquee Event Group, Inc. 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 MER. 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.

x K. Ting

(Signature: Customer/Lessee/Authorized Signatory)

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2024-026

AN ORDINANCE AUTHORIZING APPROVAL OF A RENTAL AGREEMENT WITH
MARQUEE EVENT RENTALS FOR TENTS FOR THE 2024 VERNON HILLS DAYS
EVENT IN AN AMOUNT NOT TO EXCEED \$29,000

THE 19th DAY OF MARCH 2024

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
19th day of March, 2024

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, KEVIN TIMONY, CERTIFY THAT I AM THE DULY APPOINTED AND ACTING VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON MARCH 19, 2024, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE NO. 2024-026 AN ORDINANCE AUTHORIZING APPROVAL OF A RENTAL AGREEMENT WITH MARQUEE EVENT RENTALS FOR TENTS FOR THE 2024 VERNON HILLS DAYS EVENT IN AN AMOUNT NOT TO EXCEED \$29,000.

THE PAMPHLET FOR ORDINANCE NO. 2024-026 INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF, WAS PREPARED, AND A COPY DATED MARCH 19, 2024 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 19TH DAY OF MARCH 2024.



Kevin Timony, Village Clerk

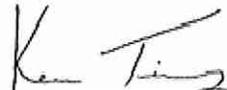
SEAL



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2024-026 AN ORDINANCE AUTHORIZING APPROVAL OF A RENTAL AGREEMENT WITH MARQUEE EVENT RENTALS FOR TENTS FOR THE 2024 VERNON HILLS DAYS EVENT IN AN AMOUNT NOT TO EXCEED \$29,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM MARCH 19, 2024 TO MARCH 29, 2024.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 19th DAY OF MARCH 2024



Notary Public

