

AQUIFER PROTECTION



Service Agreement for Arizona Country Thunder April 11th to April 14th, 2024

Name: Country Thunder Music Festivals
730 Gallatin Pike North
Madison, Tennessee 37115

Attn: Craig Bottlery
715.613.2597 - Craig@CountryThunder.com

Date: February 6, 2024

Site Location: 20585 East Water Way, Florence, AZ 85132

Event Term: Six (6) days - Wednesday, April 10th - Monday, April 15th (service outline below)

Billing Name: Same as above

Waste Connections of Arizona

office | 480.983.9100
fax | 480.983.9102

East Valley Campus
3755 South Royal Palm Road
Apache Junction, Arizona 85119

Phoenix Campus
3000 South 19th Avenue
Phoenix, Arizona 85009

Tucson Operations
6250 South Del Moral Blvd
Tucson, Arizona 85706

Landfill
22316 South Harmon Road
Florence, Arizona 85132

WCofAZ.com

Toilet and Sanitation Services

Rental Equipment (Concert Bowl)

| Quantity | Item | Per Unit | Total |
|--------------|----------------------------------|----------|--------------------|
| 240 | Standard Event Units (New Stock) | \$95.00 | *\$22,800.00 |
| 20 | ADA (New Stock) | \$125.00 | *\$2,500.00 |
| 12 | Holding Tanks 250 gallon | \$150.00 | *\$1,800.00 |
| 12 | Hand Washing Stations | \$100.00 | *\$1,200.00 |
| Total | | | \$28,300.00 |

*Taxable items/services - 8.6% applicable tax added on final billing

Services

| Quantity | Item | Per Unit | Total |
|--------------|-----------------------|----------|--------------------|
| 960 | Standard Unit | \$28.00 | *\$26,880.00 |
| 80 | ADA Unit | \$28.00 | *\$2,240.00 |
| 48 | Holding Tank Service | \$150.00 | *\$7,200.00 |
| 48 | Hand Washing Stations | \$85.00 | \$4,080.00 |
| Total | | | \$40,400.00 |

*Taxable items/services - 8.6% applicable tax added on final billing

Delivery Fees (Toilets)

| Item | Service Fee |
|------------------------------|-------------------|
| Delivery of Toilet Equipment | \$2,120.00 |
| Removal of Toilet Equipment | \$2,120.00 |
| Total | \$4,240.00 |

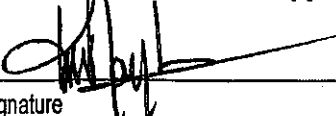
Service Details

Service outline represented above is for four (4) days of service – Friday, April 12th, Saturday, April 13th, Sunday, April 14th and final service, Monday, April 15th. Equipment is serviced one (1) time each day. Toilet service to include pumping/cleaning, three (3) rolls of toilet paper and refilled hand sanitizer if required on each day. Holding Tanks are pumped and cleaned each day. Hand Washing Stations include pumping/cleaning and restocked with soap, paper towels and fresh water on each day. Additional service required will be provided utilizing the pricing reflected above. Delivery of equipment to begin Monday, April 1st, final removal to be completed by Thursday, April 18th.

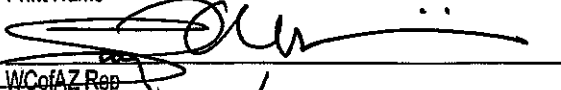
All prices shown are inclusive - no administrative, fuel surcharge, environmental fees - the above prices are exactly what you pay with the exception of applicable taxes.

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT IN BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT ATTACHED, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER, FAXED COPY DEEMED AS ORIGINAL.

Toilet and Sanitation Services Approval


Customer Signature

KEN TAYLOR
Print Name


WCofAZ Rep

LARRY WILLIAMS

Feb 14/24
Date
COUNTRY THUNDER AZ
DIRECTOR OF LOGISTICS
Title

2.15.2024
Date



Service Agreement for Arizona Country Thunder April 11th to April 14th, 2024

Trash and Disposal Services

Required Equipment

| Quantity | Item |
|----------|---|
| 200 | 95-Gallon Carts (new inventory) with "Stationary" Automated Side Load (ASL) Truck |
| 2 | 40-Yard Open Top Roll Offs |
| 40 | Dumpsters with Front Load Service |
| 4 | Rear Load Truck, each with Provided Driver and Tail Operator |

Services

| Item | Service | Price |
|--|-------------|------------------|
| 200 95-Gallon Carts and ASL Trash Collection | Twice Daily | \$3,850.00 Total |

Outline: Cart service is provided twice (2) daily solely for the Concert Bowl area. Automated Side Load truck and driver/operator will be provided on listed days of service reflected below. Truck will be stationary for all collection. Carts collected by event staff "Trash Ninjas". Location of ASL to be determined by event staff in a secure and safe centralized location. Tonnage will be billed in addition at \$58.00 per ton.

| Item | Service | Price |
|--------------------------|---------|-------------------|
| 40-Yard Roll Off Service | TBD | \$440.00 per pull |

Outline: Two (2) 40-yard roll offs will be provided and delivered to one (1) location within the event and determined by event staff. Location must be suitable for safe service with ample room vertically and around the equipment. No HHW will be allowed within the roll offs. The rate listed includes four (4) free tons per pull. Additional tons fee will be applied at \$58.00 per ton. Roll off debris cannot exceed the top rim of the container restricting the auto-tarping (required by ADOT for transporting loads). Roll offs cannot exceed 10 tons of debris, overweight containers are considered unserviceable.

| Item | Service | Price |
|--------------------|------------|------------|
| Front Load Service | Once Daily | \$3,330.00 |

Outline: Forty (40) 6- and 8-Yard dumpsters (depending on inventory) will be delivered and placed at location determined by event staff. Locations must be suitable for safe service and not require truck/s backing-up more than 30 feet. No HHW will be allowed. Tonnage will be billed in addition at \$58.00 per ton. Event staff to ensure all dumpsters are serviceable without debris above the rim or outside prohibiting safe service.

| Item | Service | Price |
|-------------------------------------|------------|-------------|
| Rear Load Service with Two-Man Team | Once Daily | \$57,600.00 |

Outline: Campground rear load service will be provided to each campsite one daily. Each rear load truck will comprise a two-man team, one (1) driver and one (1) tail operator. Trash/debris will be collected by event "Trash Ninja" staff and placed into the trucks rear collection area. Tail operator will compact trash/debris and maintain operational safety. No HHW will be allowed. Tonnage will be billed in addition at \$58.00 per ton.

Delivery Fees (Trash)

| Item | Price |
|--|------------|
| Delivery and removal of all equipment and vehicles | \$9,930.00 |
| Roll Offs (included within the service price) | |

Service Details

Service outline represented above is for four (4) days of service – Friday, April 12th, Saturday, April 13th, Sunday, April 14th and final service, Monday, April 15th. Delivery of equipment to begin Monday, April 1st, final removal to be completed by Thursday, April 18th. To uphold on time and the quality service, WCofAZ will require a "base operation" within the venue. In the event service is required outside the scheme of this Agreement, WCofAZ will maintain three (3) "on-call" employees within its "base operations". Any "emergency" exceeding the proposed will be charged in addition at the



Service Agreement for Arizona Country Thunder April 11th to April 14th, 2024

Trash and Disposal Services - Continued

proposed rates. Rear load Campground collection will commence at 5:00 a.m. each day of service and end at 1:00 p.m. or until completed. 95-Gallon Cart Service is twice daily and recommended on two (2) set times each day, e.g.; 7:00 a.m. and 8:00 p.m. Front Load dumpster service will begin at 6:00 a.m. and end before 1:00 p.m.

Pricing Overview

| Quantity | Item | Price |
|--------------|---|--------------------|
| 200 | 95-Gallon Carts with "Stationary" ASL Truck | \$3,850.00 |
| 40 | Dumpsters with ASL Truck with Driver | \$3,330.00 |
| 4 | Rear Load Truck, with Driver and Tail Operator | \$57,600.00 |
| Total | | \$64,780.00 |
| 2 | 40-Yard Roll Offs "Open Top" Unknown frequency and quantity of pulls | \$440.00 per pull |

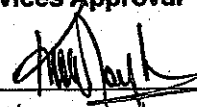
All prices shown are inclusive - no administrative, fuel surcharge, environmental fees - the above prices, with matching services, are exactly what you pay, no applicable taxes for trash services.

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT IN BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT ATTACHED, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER, FAXED COPY DEEMED AS ORIGINAL.

Ticket Trade

WCofAZ is applying a total of \$5,000.00 of provided service in-kind trade for event tickets. This amount will be deducted in the final billing.

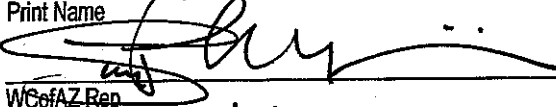
Trash Services Approval



Customer Signature

KEN TAYLOR

Print Name



WCofAZ Rep

LARRY WILLIAMS

Feb 14/24

Date

COUNTRY THUNDER AZ
DIRECTOR OF LOGISTICS

Title

2.15.2024

Date



Service Agreement for Arizona Country Thunder April 11th to April 14th, 2024

Terms and Conditions of Agreement

1. SERVICE RENDERED. WASTE MATERIALS

Country Thunder Customer grants Waste Connections to Arizona (WCofAZ) the exclusive right and company shall furnish equipment and services, to collect and dispose of all of customer's liquid/trash waste materials/sewage. Customer represents and warrants that the materials to be collected under this agreement shall be only "liquid waste materials/sewage" as defined herein and standard Municipal Solid Waste (MSW) event type trash. For purposes of this agreement, "liquid waste materials/sewage" means all nonhazardous putrescible and non-putrescible liquid waste/sewage generated by customer or at customer's service address. Liquid waste is not acceptable if mixed with any hazardous materials. Liquid waste materials such as, industrial process waste, asbestos containing materials, petroleum contaminated waste. Customer agrees not to dispose of non-approved wastes. Non-approved liquid wastes (Other than SEWAGE) are any, radioactive, volatile corrosive, flammable, explosive, biomedical, infectious. Biohazardous, regulated medical or hazardous waste, toxic substances or material, as defined by, characterized or listed under applicable federal, state or local laws or regulations. Or special waste not approved in writing by company (collectively "Excluded Materials"). Title to and liability for excluded material shall remain with the customer at all times.

2. SPECIAL EVENT UNIT RENTAL TERM/PICKUP

SPECIAL EVENTS term not exceed four (4) days of applied service for all equipment. Other time table determined by both company and customer will be mutually agreed. Additional Fees may apply for longer unit rental. PICKUP. Company has five (5) business days to pick up equipment.

3. CHARGES: PAYMENTS: ADJUSTMENTS

Customer shall pay for the services and/or equipment (Including repair and maintenance) furnished by the company in accordance with the charges on the previous page, as adjusted hereunder, within ten (10) days of the company's invoice. NO PRORATION ON ANY RENTAL UNLESS AGREED UPON BY COMPANY. Customer shall pay a service charge on all past due amount accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law.

4. CHANGES

Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be when Agreed to orally, in writing, or by the actions and Practices of the parties.

5. EQUIPMENT LIABILITY/DELIVERY, SERVICE, & PICKUP ACCESS

All Equipment furnished by the company shall remain the property of the company; however, customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss and damage to the equipment and for its contents while at the customer's location. Customer may purchase "Damage Waiver" from Company that covers graffiti, broken unit parts, and fixtures, but does not cover complete loss or theft of unit. Customer shall not overload, move or alter the equipment and shall use the equipment for its intended purpose. At the termination of this agreement, customer shall return the equipment to company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled service day. Customer shall pay, if charged by the

company, an additional fee for any service modification caused by or resulting from the customer's failure to provide access. Company shall not be responsible for any damages to customer's property, including pavement, subsurface or curbing, resulting from company's provision of services hereunder. Customer warrants that customer's right of way is sufficient to bear the weight of company's equipment and vehicles.

7. INDEMNITY

The company agrees to indemnify, defend and save customer harmless from and against any and all liability which customer may be responsible for or pay out as a result of bodily injuries (including death); property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the company or its employees, which occurs (1) during the collection or transportation of customers liquid waste materials, or (2) as a result of the disposal of customer's liquid waste materials, after the date of this Agreement, provided that the company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the company harmless from and against any and all liability which the company may be responsible or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by customer's breach of this agreement or by negligent act, negligent omission or willful misconduct of the customer or its employees, agents or contractors in the performance of this agreement or customer's use, operation or possession of any equipment furnished by the company. Neither party shall be liable to the other for consequential. Incidental or punitive damages arising out of the performance of this Agreement.

6. General

A. Without the prior written consent of the Company, Customer will not assign this agreement or any rights or obligations hereunder and will not transfer possession or control of the equipment. B. The provisions of this agreement can be waived or modified only by a writing signed by both parties. Failure by the Company to enforce any provision shall not constitute a waiver of the provision. Acceptance of the returned units shall not waive any claims by the Company against the Customer. C. the Company shall not be liable for any failure to perform cause by weather, strikes, shortage of materials or other causes beyond its control. D. The invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

7. Attorney's Fees

If any action be filed by any party to this agreement to enforce any of the terms and conditions of the agreement, the prevailing party in such litigation shall be entitled to recover such additional sum as the court having jurisdiction in the matter deem reasonable as attorney's fees.

X _____
Customer Signature

Date: _____

Feb 14/24

United Site Services of Nevada, Inc.

1475 N McQueen Rd
Gilbert, AZ 85233



Salesperson Contact

Gabriela M Rios
Mobile:
Office: +1 480-253-2727
Fax:
Gabriela.Rios@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-2481825 **Quote Date:** 11/30/23 **Quote Expires:** 12/30/23

Sell To: COUNTRY THUNDER MUSIC FESTIVAL
KEN TAYLOR
730 GALLATIN PIKE N
MADISON, TN 37115

Ship To: COUNTRY THUNDER SANI 2024
APRIL 2024
20585 E WATER WY
FLORENCE, AZ 85132

Cust. #: USS-104174
Phone: 306-537-8478

Attn: KEN TAYLOR
Phone: 306-537-8478
Terms: Due Upon Receipt

Comments & Special Instructions

COUNTRY THUNDER SANITATION 2024 PRICING
DELIVERY: TBD
PUMP / RESTOCK NEEDED
PICKUP: TBD

| Item | Unit | Quantity | From | Thru | Unit Price | Total Price | |
|---|-----------|--------------|-----------------|-----------------|--------------|-------------------|----------|
| Deluxe Restroom PRIVATES | EA | 1,136 | 04/01/24 | 04/01/24 | 45.00 | 51,120.00 | one time |
| Deluxe Restroom Service | EA | 1,136 | 04/01/24 | 04/01/24 | 39.00 | 44,304.00 | one time |
| Special Event Service | EA | 1,136 | 04/01/24 | 04/01/24 | 25.00 | 28,400.00 | one time |
| Delivery, Setup, Removal | EA | 1,136 | 04/01/24 | 04/01/24 | 10.00 | 11,360.00 | one time |
| Energy and Compliance Fee | | | | | | 13,383.22 | one time |
| Deluxe Restroom PRIVATES Subtotal: | | | | | | 148,567.22 | |
| ADA Wheelchair Accessible PRIVATES | EA | 36 | 04/01/24 | 04/01/24 | 15.00 | 540.00 | one time |
| ADA Wheelchair Accessible Svc | EA | 36 | 04/01/24 | 04/01/24 | 85.00 | 3,060.00 | one time |
| Special Event Service | EA | 36 | 04/01/24 | 04/01/24 | 25.00 | 900.00 | one time |
| Delivery, Setup, Removal | EA | 36 | 04/01/24 | 04/01/24 | 10.00 | 360.00 | one time |
| Energy and Compliance Fee | | | | | | 481.14 | one time |
| ADA Wheelchair Accessible PRIVATES Subtotal: | | | | | | 5,341.14 | |
| Deluxe Restroom PUBLIC / VENUE | EA | 140 | 04/01/24 | 04/01/24 | 45.00 | 6,300.00 | one time |
| Deluxe Restroom Service | EA | 140 | 04/01/24 | 04/01/24 | 39.00 | 5,460.00 | one time |
| Event Service FRI | EA | 140 | 04/01/24 | 04/01/24 | 25.00 | 3,500.00 | one time |
| Event Service SAT | EA | 140 | 04/01/24 | 04/01/24 | 25.00 | 3,500.00 | one time |
| Event Service SUN | EA | 140 | 04/01/24 | 04/01/24 | 25.00 | 3,500.00 | one time |
| Delivery, Setup, Removal | EA | 140 | 04/01/24 | 04/01/24 | 10.00 | 1,400.00 | one time |
| Energy and Compliance Fee | | | | | | 2,342.34 | one time |
| Deluxe Restroom PUBLIC / VENUE Subtotal: | | | | | | 26,002.34 | |
| ADA Wheelchair Accessible PUBLIC/VENUE | EA | 12 | 04/01/24 | 04/01/24 | 15.00 | 180.00 | one time |
| ADA Wheelchair Accessible Svc | EA | 12 | 04/01/24 | 04/01/24 | 85.00 | 1,020.00 | one time |
| Event Service FRI | EA | 12 | 04/01/24 | 04/01/24 | 25.00 | 300.00 | one time |

Continued..

United Site Services of Nevada, Inc.

1475 N McQueen Rd
Gilbert, AZ 85233



Salesperson Contact

Gabriela M Rios

Mobile:

Office: +1 480-253-2727

Fax:

Gabriela.Rios@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-2481825

Quote Date: 11/30/23

Quote Expires: 12/30/23

Sell To: COUNTRY THUNDER MUSIC FESTIVAL
KEN TAYLOR
730 GALLATIN PIKE N
MADISON, TN 37115

Ship To: COUNTRY THUNDER SANI 2024
APRIL 2024
20585 E WATER WY
FLORENCE, AZ 85132

Cust. #: USS-104174
Phone: 306-537-8478

Attn: KEN TAYLOR
Phone: 306-537-8478
Terms: Due Upon Receipt

| Item | Unit | Quantity | From | Thru | Unit Price | Total Price |
|---|-----------|-----------|-----------------|-----------------|-----------------|--------------------------|
| Event Service SAT | EA | 12 | 04/01/24 | 04/01/24 | 25.00 | 300.00 one time |
| Event Service SUN | EA | 12 | 04/01/24 | 04/01/24 | 25.00 | 300.00 one time |
| Delivery, Setup, Removal | EA | 12 | 04/01/24 | 04/01/24 | 10.00 | 120.00 one time |
| Energy and Compliance Fee | | | | | | 219.78 one time |
| ADA Wheelchair Accessible PUBLIC/VENUE Subtotal: | | | | | | 2,439.78 |
| 2 Station Sink | EA | 12 | 04/01/24 | 04/01/24 | 40.00 | 480.00 one time |
| 2 Station Sink Service | EA | 12 | 04/01/24 | 04/01/24 | 60.00 | 720.00 one time |
| Delivery, Setup, Removal | EA | 12 | 04/01/24 | 04/01/24 | 10.00 | 120.00 one time |
| Energy and Compliance Fee | | | | | | 130.68 one time |
| 2 Station Sink Subtotal: | | | | | | 1,450.68 |
| 250 Gal Water Tank | EA | 6 | 04/01/24 | 04/01/24 | 40.00 | 240.00 one time |
| 250 Gal Water Tank Service | EA | 6 | 04/01/24 | 04/01/24 | 210.00 | 1,260.00 one time |
| Event Service FRI | EA | 6 | 04/01/24 | 04/01/24 | 100.00 | 600.00 one time |
| Event Service SAT | EA | 6 | 04/01/24 | 04/01/24 | 100.00 | 600.00 one time |
| Event Service SUN | EA | 6 | 04/01/24 | 04/01/24 | 100.00 | 600.00 one time |
| Delivery / Removal | EA | 6 | 04/01/24 | 04/01/24 | 25.00 | 150.00 one time |
| Energy and Compliance Fee | | | | | | 341.55 one time |
| 250 Gal Water Tank Subtotal: | | | | | | 3,791.55 |
| Shower Trailer | EA | 2 | 04/01/24 | 04/01/24 | 4,500.00 | 9,000.00 one time |
| Event Service FRI | EA | 2 | 04/01/24 | 04/01/24 | 450.00 | 900.00 one time |
| Event Service SAT | EA | 2 | 04/01/24 | 04/01/24 | 450.00 | 900.00 one time |
| Event Service SUN | EA | 2 | 04/01/24 | 04/01/24 | 450.00 | 900.00 one time |
| Delivery, Setup, Removal | EA | 2 | 04/01/24 | 04/01/24 | 550.00 | 1,100.00 one time |
| Energy and Compliance Fee | | | | | | 1,267.20 one time |
| Shower Trailer Subtotal: | | | | | | 14,067.20 |

Subtotal: 201,659.91
Tax: 15,729.47
Total: 217,389.38

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 660475, Dallas, TX 75266-0475

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

1. Acceptance. Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Customer's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. Payment Terms. Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process and pay for the transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. Service. Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. Damage Waiver. Pricing attachment included herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God, or accidental structural damage to all portable restrooms, hand washing stations and holding tanks. EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. **This Damage Waiver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials while in the Customer's possession.** When Company performs at the Customer's direction, Company is not liable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.

5. Equipment Responsibility. Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company applicable to the Equipment.

6. Equipment and Service Selection. Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due diligence and care in assessing its own needs and is not relying on any information provided by Company in making any such choices.

7. Equipment Contamination. Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

8. Liability & Indemnification. Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or (c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury,

damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Assumption of Risk; Insurance. Customer assumes all risk of and liability for injury (including death) to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, qualify, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above does not limit or qualify the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

10. Termination. Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

11. Governing Law; Non-Waiver; Amendments. This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

12. Errors & Omissions. Company reserves the right to correct any erroneous information that may appear in an invoice including, without limitation, Customer's name or address, or billing amounts.

13. Fencing. For fence rental and installation, any new fence orders are subject to a minimum install fee and will be listed on the face of this agreement. If the fence is required for an additional length of time beyond the initial term listed on the face of this agreement, a residual (rental) fee will apply to all fence and related products on site. This residual percentage amount will appear on your agreement and will be invoiced each billing cycle until the fence is removed. All partial deliveries and removals are subject to a minimum trip charge as outlined in the agreement. Company does not engage in or sign project labor agreements (PLA). Customer will, however, provide fence to our customers for self-installation in these instances. Customer is responsible to provide the current project wage rates to Company, and company reserves the right to correct invoices at any time, should adjustments be required to account for any wage determinations or wage rates. Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, fences shall follow ground lines/level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, wires, conduits, obstructions, conditions, or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service entities in advance of install. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location, (b) surveying, grading, locating, and staking fence line and identifying/verifying all property and utility lines, (c) notifying and safeguarding Company of all potential hazards, and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compliance with these terms. Customer is responsible for all relocation/re-installation costs. Customer shall inspect and accept the fence within twenty-four (24) hours of installation.

14. Conditional Payments. Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 16. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

15. Price Adjustments: Company reserves the right to impose a price increase at any time with or without notice to Customer. Customer retains the right to impose a fuel and inflation charge to invoices at Company's discretion.

16. Notices. Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to <https://www.unitedsiteservices.com/privacy-policy>.

United Site Services of Nevada, Inc.

1475 N McQueen Rd
Gilbert, AZ 85233



Salesperson Contact

Gabriela M Rios
Mobile:
Office: +1 480-253-2727
Fax:
Gabriela.Rios@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-2481863

Quote Date: 11/30/23

Quote Expires: 12/30/23

Sell To: COUNTRY THUNDER MUSIC FESTIVAL
KEN TAYLOR
730 GALLATIN PIKE N
MADISON, TN 37115

Ship To: COUNTRY THUNDER SANI TRAILERS
APRIL 2024
20585 E WATER WY
FLORENCE, AZ 85132

Cust. #: USS-104174
Phone: 306-537-8478

Attn: KEN TAYLOR
Phone: 306-537-8478
Terms: Due Upon Receipt

Comments & Special Instructions

COUNTRY THUNDER SANI TRAILERS 2024
DELIVERY: TBD
PICKUP: TBD

| Item | Unit | Quantity | From | Thru | Unit Price | Total Price | |
|---|-----------|----------|-----------------|-----------------|-----------------|------------------|----------|
| 8-10 STALL RESTROOM TRAILERS | EA | 7 | 04/01/24 | 04/01/24 | 3,500.00 | 24,500.00 | one time |
| Event Service THURS | EA | 7 | 04/01/24 | 04/01/24 | 350.00 | 2,450.00 | one time |
| Event Service FRI | EA | 7 | 04/01/24 | 04/01/24 | 350.00 | 2,450.00 | one time |
| Event Service SAT | EA | 7 | 04/01/24 | 04/01/24 | 350.00 | 2,450.00 | one time |
| Event Service SUN | EA | 7 | 04/01/24 | 04/01/24 | 350.00 | 2,450.00 | one time |
| Delivery, Setup, Removal | EA | 7 | 04/01/24 | 04/01/24 | 750.00 | 5,250.00 | one time |
| Fuel & Inflation Surcharge | | | | | | 3,915.45 | one time |
| 8-10 STALL RESTROOM TRAILERS Subtotal: | | | | | | 43,465.45 | |
| 24FT Trailer | EA | 1 | 04/01/24 | 04/01/24 | 2,300.00 | 2,300.00 | one time |
| Event Service THURS | EA | 1 | 04/01/24 | 04/01/24 | 275.00 | 275.00 | one time |
| Event Service FRI | EA | 1 | 04/01/24 | 04/01/24 | 275.00 | 275.00 | one time |
| Event Service SAT | EA | 1 | 04/01/24 | 04/01/24 | 275.00 | 275.00 | one time |
| Event Service SUN | EA | 1 | 04/01/24 | 04/01/24 | 275.00 | 275.00 | one time |
| Delivery, Setup, Removal | EA | 1 | 04/01/24 | 04/01/24 | 750.00 | 750.00 | one time |
| Fuel & Inflation Surcharge | | | | | | 410.87 | one time |
| 24FT Trailer Subtotal: | | | | | | 4,560.87 | |
| Holding Tank Pump One Time Svc | EA | 4 | 04/01/24 | 04/01/24 | 55.00 | 220.00 | one time |
| Fuel & Inflation Surcharge | | | | | | 21.78 | one time |
| Holding Tank Pump One Time Svc Subtotal: | | | | | | 241.78 | |
| Holding Tank Pump One Time Svc | EA | 4 | 04/01/24 | 04/01/24 | 55.00 | 220.00 | one time |
| Fuel & Inflation Surcharge | | | | | | 21.78 | one time |
| Holding Tank Pump One Time Svc Subtotal: | | | | | | 241.78 | |
| Holding Tank Pump One Time Svc | EA | 4 | 04/01/24 | 04/01/24 | 55.00 | 220.00 | one time |

Continued..

United Site Services of Nevada, Inc.

1475 N McQueen Rd
Gilbert, AZ 85233



Salesperson Contact

Gabriela M Rios
Mobile:
Office: +1 480-253-2727
Fax:
Gabriela.Rios@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-2481863

Quote Date: 11/30/23

Quote Expires: 12/30/23

Sell To: COUNTRY THUNDER MUSIC FESTIVAL
KEN TAYLOR
730 GALLATIN PIKE N
MADISON, TN 37115

Ship To: COUNTRY THUNDER SANI TRAILERS
APRIL 2024
20585 E WATER WY
FLORENCE, AZ 85132

Cust. #: USS-104174
Phone: 306-537-8478

Attn: KEN TAYLOR
Phone: 306-537-8478
Terms: Due Upon Receipt

| Item | Unit | Quantity | From | Thru | Unit Price | Total Price |
|--|-----------|-----------|-----------------|-----------------|--------------|------------------------|
| Fuel & Inflation Surcharge | | | | | | 21.78 one time |
| Holding Tank Pump One Time Svc Subtotal: | | | | | | 241.78 |
| Holding Tank Pump One Time Svc | EA | 4 | 04/01/24 | 04/01/24 | 55.00 | 220.00 one time |
| Fuel & Inflation Surcharge | | | | | | 21.78 one time |
| Holding Tank Pump One Time Svc Subtotal: | | | | | | 241.78 |
| RV Pumping One Time - Big Rig Campers | EA | 58 | 04/01/24 | 04/01/24 | 0.00 | 0.00 one time |
| Fuel & Inflation Surcharge | | | | | | 0.00 one time |
| RV Pumping One Time - Big Rig Campers Subtotal: | | | | | | 0.00 |
| RV Pumping One Time - Owners RV | EA | 3 | 04/01/24 | 04/01/24 | 45.00 | 135.00 one time |
| Fuel & Inflation Surcharge | | | | | | 13.37 one time |
| RV Pumping One Time - Owners RV Subtotal: | | | | | | 148.37 |
| RV Pumping One Time - Owners RV | EA | 3 | 04/01/24 | 04/01/24 | 45.00 | 135.00 one time |
| Fuel & Inflation Surcharge | | | | | | 13.37 one time |
| RV Pumping One Time - Owners RV Subtotal: | | | | | | 148.37 |
| RV Pumping One Time - Owners RV | EA | 3 | 04/01/24 | 04/01/24 | 45.00 | 135.00 one time |
| Fuel & Inflation Surcharge | | | | | | 13.37 one time |
| RV Pumping One Time - Owners RV Subtotal: | | | | | | 148.37 |
| RV Pumping One Time - Owners RV | EA | 3 | 04/01/24 | 04/01/24 | 45.00 | 135.00 one time |
| Fuel & Inflation Surcharge | | | | | | 13.37 one time |
| RV Pumping One Time - Owners RV Subtotal: | | | | | | 148.37 |
| RV Pumping One Time - Air RV's | EA | 9 | 04/01/24 | 04/01/24 | 45.00 | 405.00 one time |
| Fuel & Inflation Surcharge | | | | | | 40.10 one time |
| RV Pumping One Time - Air RV's Subtotal: | | | | | | 445.10 |

Continued..

United Site Services of Nevada, Inc.

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Salesperson Contact

Gabriela M Rios
Mobile:
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Fax:
Gabriela.Rios@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-2481863

Quote Date: 11/30/23

Quote Expires: 12/30/23

Sell To: COUNTRY THUNDER MUSIC FESTIVAL
KEN TAYLOR
730 GALLATIN PIKE N
MADISON, TN 37115

Ship To: COUNTRY THUNDER SANI TRAILERS
APRIL 2024
20585 E WATER WY
FLORENCE, AZ 85132

Cust. #: USS-104174
Phone: 306-537-8478

Attn: KEN TAYLOR
Phone: 306-537-8478
Terms: Due Upon Receipt

| Item | Unit | Quantity | From | Thru | Unit Price | Total Price |
|---|-----------|------------|-----------------|-----------------|--------------|--------------------------|
| RV Pumping One Time - Air RV's | EA | 9 | 04/01/24 | 04/01/24 | 45.00 | 405.00 one time |
| Fuel & Inflation Surcharge | | | | | | 40.10 one time |
| RV Pumping One Time - Air RV's Subtotal: | | | | | | 445.10 |
| RV Pumping One Time - Air RV's | EA | 9 | 04/01/24 | 04/01/24 | 45.00 | 405.00 one time |
| Fuel & Inflation Surcharge | | | | | | 40.10 one time |
| RV Pumping One Time - Air RV's Subtotal: | | | | | | 445.10 |
| RV Pumping One Time - KMLE | EA | 11 | 04/01/24 | 04/01/24 | 45.00 | 495.00 one time |
| Fuel & Inflation Surcharge | | | | | | 49.01 one time |
| RV Pumping One Time - KMLE Subtotal: | | | | | | 544.01 |
| RV Pumping One Time - KMLE | EA | 11 | 04/01/24 | 04/01/24 | 45.00 | 495.00 one time |
| Fuel & Inflation Surcharge | | | | | | 49.01 one time |
| RV Pumping One Time - KMLE Subtotal: | | | | | | 544.01 |
| RV Pumping One Time - KMLE | EA | 11 | 04/01/24 | 04/01/24 | 45.00 | 495.00 one time |
| Fuel & Inflation Surcharge | | | | | | 49.01 one time |
| RV Pumping One Time - KMLE Subtotal: | | | | | | 544.01 |
| RV Pumping One Time - KMLE | EA | 11 | 04/01/24 | 04/01/24 | 45.00 | 495.00 one time |
| Fuel & Inflation Surcharge | | | | | | 49.01 one time |
| RV Pumping One Time - KMLE Subtotal: | | | | | | 544.01 |
| Deluxe Restroom | EA | 116 | 04/01/24 | 04/01/24 | 45.00 | 5,220.00 one time |
| Deluxe Restroom Service | EA | 116 | 04/01/24 | 04/01/24 | 39.00 | 4,524.00 one time |
| Event Service FRI | EA | 116 | 04/01/24 | 04/01/24 | 25.00 | 2,900.00 one time |
| Event Service SAT | EA | 116 | 04/01/24 | 04/01/24 | 25.00 | 2,900.00 one time |
| Event Service SUN | EA | 116 | 04/01/24 | 04/01/24 | 25.00 | 2,900.00 one time |
| Delivery, Setup, Removal | EA | 116 | 04/01/24 | 04/01/24 | 10.00 | 1,160.00 one time |
| Fuel & Inflation Surcharge | | | | | | 1,940.80 one time |

Continued..

United Site Services of Nevada, Inc.

1475 N McQueen Rd
Gilbert, AZ 85233



Salesperson Contact

Gabriela M Rios
Mobile:
Office: +1 480-253-2727
Fax:
Gabriela.Rios@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-2481863 **Quote Date:** 11/30/23 **Quote Expires:** 12/30/23

Sell To: COUNTRY THUNDER MUSIC FESTIVAL
KEN TAYLOR
730 GALLATIN PIKE N
MADISON, TN 37115

Ship To: COUNTRY THUNDER SANI TRAILERS
APRIL 2024
20585 E WATER WY
FLORENCE, AZ 85132

Cust. #: USS-104174
Phone: 306-537-8478

Attn: KEN TAYLOR
Phone: 306-537-8478
Terms: Due Upon Receipt

| Item | Unit | Quantity | From | Thru | Unit Price | Total Price |
|--|-----------|-----------|-----------------|-----------------|---------------|--------------------------|
| Deluxe Restroom Subtotal: | | | | | | 21,544.80 |
| Shower Trailer Services - Sat | EA | 4 | 04/01/24 | 04/01/24 | 350.00 | 1,400.00 one time |
| Fuel & Inflation Surcharge | | | | | | 138.60 one time |
| Shower Trailer Services - Sat Subtotal: | | | | | | 1,538.60 |
| Shower Trailer Services - Sun | EA | 4 | 04/01/24 | 04/01/24 | 350.00 | 1,400.00 one time |
| Fuel & Inflation Surcharge | | | | | | 138.60 one time |
| Shower Trailer Services - Sun Subtotal: | | | | | | 1,538.60 |
| RV Pumping One Time - Sheriffs Campgrou | EA | 13 | 04/01/24 | 04/01/24 | 45.00 | 585.00 one time |
| Fuel & Inflation Surcharge | | | | | | 57.92 one time |
| RV Pumping One Time - Sheriffs Campground Subtotal: | | | | | | 642.92 |

Accepted: _____ Date: _____

Subtotal: 78,363.18
Tax: 6,112.33
Total: 84,475.51

Remit To: United Site Services, PO Box 660475, Dallas, TX 75266-0475

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

1. Acceptance. Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Customer's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. Payment Terms. Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process and pay for the transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. Service. Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. Damage Waiver. Pricing attachment included herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God, or accidental structural damage to all portable restrooms, hand washing stations and holding tanks. EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. **This Damage Waiver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials while in the Customer's possession.** When Company performs at the Customer's direction, Company is not liable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.

5. Equipment Responsibility. Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company applicable to the Equipment.

6. Equipment and Service Selection. Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due diligence and care in assessing its own needs and is not relying on any information provided by Company in making any such choices.

7. Equipment Contamination. Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

8. Liability & Indemnification. Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or (c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury,

damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Assumption of Risk; Insurance. Customer assumes all risk of and liability for injury (including death) to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, qualify, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above does not limit or qualify the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

10. Termination. Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

11. Governing Law; Non-Waiver; Amendments. This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

12. Errors & Omissions. Company reserves the right to correct any erroneous information that may appear in an invoice including, without limitation, Customer's name or address, or billing amounts.

13. Fencing. For fence rental and installation, any new fence orders are subject to a minimum install fee and will be listed on the face of this agreement. If the fence is required for an additional length of time beyond the initial term listed on the face of this agreement, a residual (rental) fee will apply to all fence and related products on site. This residual percentage amount will appear on your agreement and will be invoiced each billing cycle until the fence is removed. All partial deliveries and removals are subject to a minimum trip charge as outlined in the agreement. Company does not engage in or sign project labor agreements (PLA). Customer will, however, provide fence to our customers for self-installation in these instances. Customer is responsible to provide the current project wage rates to Company, and company reserves the right to correct invoices at any time, should adjustments be required to account for any wage determinations or wage rates. Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, fences shall follow ground lines/level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, wires, conduits, obstructions, conditions, or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service entities in advance of install. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location, (b) surveying, grading, locating, and staking fence line and identifying/verifying all property and utility lines, (c) notifying and safeguarding Company of all potential hazards, and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compliance with these terms. Customer is responsible for all relocation/re-installation costs. Customer shall inspect and accept the fence within twenty-four (24) hours of installation.

14. Conditional Payments. Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 16. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

15. Price Adjustments: Company reserves the right to impose a price increase at any time with or without notice to Customer. Customer retains the right to impose a fuel and inflation charge to invoices at Company's discretion.

16. Notices. Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to <https://www.unitedsiteservices.com/privacy-policy>.

AIR QUALITY

Air Quality Special Event Checklist

This constitutes a checklist of issues that pertain to the duty to take reasonable precautions to prevent fugitive dust, required by District Rules §4-2-020 thru 4-2-050. While this review may assist, actual compliance with those "reasonable precaution" obligations can only be assessed by observation during the event. Additional measures may be requested and enforcement action may result if actual measures taken do not measure up to the "reasonable precaution" standard.

Canyon Moon Ranch
 Applicant's Name (Please type or print)

Country Thunder West
 Name of the Event (Please type or print)

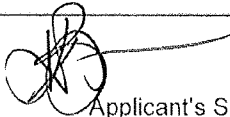
Country Thunder West, LLC
 Company Name (Please print)

Kim Blevins
 On site contact name (this person must be available on site during the event)

615-670-0980
 On site contact cell phone number

201 20 006
 Parcel # for Event Location
 Book Map Parcel

20585 E Water Way
 Address of event City Zip Code
 Florence, AZ 85232


 Applicant's Signature

11-20-23
 Date

DESCRIPTION OF EVENT

- Please provide the dates of your event:

| | | | | | | |
|---------|---------|---------|---------|--|--|--|
| 4/11/24 | 4/12/24 | 4/13/24 | 4/14/24 | | | |
|---------|---------|---------|---------|--|--|--|
- Please provide the time of day for each event:

| | | | | | | |
|---------|---------|---------|---------|--|--|--|
| 2pm-2am | 1pm-2am | 1pm-2am | 1pm-2am | | | |
|---------|---------|---------|---------|--|--|--|
- How many people are expected to attend? 25,000
- How large of an area will be utilized for the event? 181 acres (Square footage or acreage)
- How large of an area will be utilized for parking? 60+ (Square footage or acreage)
- What type of surface is the parking area? Paved Dirt Other Bermuda grass
- What type of surface are the roads leading to the event? Paved Dirt Other
- What length of dirt road will be utilized by people attending the event? Interior roads. 2500 ft of water way for egress (miles)

CONTROL MEASURES & WORK PRACTICES

1. Will water trucks be used? Yes No

2. Where will these water trucks be used? Interior roads for campgrounds

◆ Length (miles) of road to be watered: Unknown

◆ Square footage or acreage of parking area to be watered: 60 acres

◆ Amount of other areas to be watered: Unknown

3. List the size of each water truck to be used. (Gallons)

1 | 2000 2 | 2000 3 | 2000 4 | 2000 5 | 2000 6 |

4. List the schedule for each water truck. (Time of day or attach a schedule)

1 | #1 8am-10pm April 11-12 2 | #1 6am-12am April 13-15 3 | #2 8am-10pm April 11 4 | #2 6am-12am April 12-14 5 | #3/4/5 8am-10pm April 13 6 | #3/4/5 6am-12am April 12-14

5. How will the water trucks be filled? (Example: On site well, fire hydrant, Central Arizona Project water)

Onsite pond (well) equipped with a pump capable of filling trucks within 15 minutes via an overhead standpipe.

6. Have the appropriate permits/permissions been obtained for the water usage? Yes No

7. Will dust palliatives or soil stabilizers be used? Yes No If yes, list type/trade name:

8. How large of an area will soil stabilizers be applied to?

N/A
(Miles, square footage, acreage, or attach a map)

N/A
Describe location

9. Describe any additional control measures. (Example: Plant grass in parking areas)

Alfalfa in parking and campground areas/ Bermuda grass

10. How large of an area will these additional control measures be applied to?

(Miles, square footage, acreage, or attach a map)

Complete ranch
Describe location

PINAL COUNTY AIR QUALITY USE ONLY

The control measures listed appear to be sufficient, although additional control measures may be requested during the event.

The control measures listed do **not** appear sufficient. The additional control measures listed below will be required.


Reviewer's Signature

2-29-2024
Date

PUBLIC WORKS

INSERT DOCUMENTS

FLOOD CONTROL DISTRICT



Floodplain Use Permit Application

In [A.R.S. § 48-3603 through § 48-3628](#), the Arizona State Legislature has delegated the responsibility to each county flood control district to adopt regulations consistent with criteria adopted by the Director of Arizona Department of Water Resources pursuant to [A.R.S. § 48-3605](#), designed to promote the public health, safety and general welfare of its citizenry. Additionally, [A.R.S § 48-3641 through § 48-3650](#) establishes guidelines for which permitting or licensing procedures must be based upon.

All development types are subject to the provisions of Pinal County's Floodplain Management Ordinance, effective August, 2006. A Floodplain Use Permit shall be obtained when any work is to be done within the floodplain or erosion hazard zone of a watercourse that has a 100yr discharge of 200cfs or greater, is within a locally delineated floodplain, or is within an area designated as a floodplain by the Federal Emergency Management Agency (FEMA). A Floodplain Use Permit is valid for **up to 5 years** from the date of approval.

Applicant Information (If the Applicant is not the Property Owner then an Owner Authorization Form is Required):

Name: Allison Farden Company Name: Country Thunder West, LLC
Phone Number: 615-530-4515 E-Mail: allison@countrythunder.com
Mailing Address: 730 Gallatin Pike N City: Madison State: TN Zip: 37115
Property Owner Name (if different from above): Roger Gearhart Property Owner Phone Number: 432-557-9920
Property Owner E-Mail: roger@gbe7.com

Project Information:

Project Type: Single Family Residence Manufactured Home Commercial/Industrial Building Wall/Fence Pool
 Sand & Gravel Extraction Culvert/Channel Utility Work Accessory/Detached Building (Garage, etc)
 Grading (Cut/Fill) Remodel/Rehabilitation/Addition Solar Panel Installation Other: Other-Festival Site

Description of Work: Country Thunder Temporary Use

Project Address: 20585 Water Way City: Florence State: AZ Zip: 85132

Cross Streets: Price Road Section: 17 Township: O4S Range: 10E

Project Tax Parcel Number(s): 201-20-006G and 201-20-007C

Estimated Project Cost: \$ N/A Source: N/A Estimated Construction Time/Period: April 1-22, 2024

Grading Information: Disturbance Area (ft² or acres): _____ Cut/Fill Volume (ft³ or CY): _____ Cut or Fill

Description of Supporting Information Being Submitted (*Please Review the Floodplain Use Permit Submittal Checklist*):

N/A

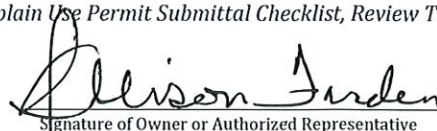
Applicant's Certification:

In consideration for the issuance of the requested permit, the applicant, owner, agent, engineer, and their successors agree to hold the Pinal County Flood Control District harmless from any onsite or offsite damages of any kind arising from the development of the subject property in accordance with their submittals as outlined in this permit.

Please Review and Check these Boxes:

- I/we have read and understand this warning and disclaimer of liability.
- I/we acknowledge that I have read and understand my Regulatory and Inspection Rights
- I/we acknowledge that I have read and understand the general stipulations and conditions associated with this floodplain use permit application (attached).
- I/we acknowledge that I have read and understand the Floodplain Use Permit Submittal Checklist, Review Time Frames, and Fee Schedule

Signed: Allison Farden
Printed Name of Owner or Authorized Representative


Signature of Owner or Authorized Representative

11-27-23
Date



Floodplain Use Permit General Stipulations and Conditions

All Permit Applications

- 1) The applicant assumes all responsibility, including financial and consequential expenses, for engineering, design, construction, inspection, and maintenance associated with all improvements and facilities covered by this permit and hereby certify that any and all federal, state, and other local permits required for the activity covered by this permit have been obtained.
- 2) This application becomes a valid permit only when completed and signed by the Pinal County Flood Control District and signed by the applicant. The validated permit is subject to the conditions indicated on this and all other pages including attachments (If any). This permit can be revoked and is subject to the provisions of the Pinal County Floodplain Management Ordinance and the Pinal County Drainage Ordinance.
- 3) Pinal County Flood Control District makes no warranties or representations of any kind whatsoever as to any streets, common areas, or any other lots or properties other than the property located at the project site address indicated on this permit. Applicant acknowledges that in that event, the National Flood Insurance Program may make adjustments to the premium for flood insurance for the subject property, and that neither Pinal County nor the Pinal County Flood Control district is responsible or liable for any such adjustment.
- 4) Natural drainage shall not be altered, disturbed, or obstructed in any way other than is allowed under this permit. Driveways are to be constructed at grade only, unless otherwise noted. No culvert crossings can be installed without the review/approval of Pinal County. Uses allowed under this permit shall be confined to those described in this application herein and shall conform to the limits shown on the site plan as well as the stipulations attached hereto and incorporated by reference herein.
- 5) Approval of this permit does not necessarily result in an authorization to begin construction. Other permits/approvals may be required from other Pinal County Departments as well as the Federal Government. This permit does not take the place of any other permits that may be required for the proposed work including but not limited to: Build Permits, US Army Corps of Engineers 404 Permits, Grading Permits, etc.
- 6) No changes or alterations to the approved plans or approved construction shall occur without permission from Pinal County.
- 7) For proposed manufactured homes the bottom of the lowest horizontal structural member (bottom of frame) or the lowest point of any attached appliances must be set at or above the Regulatory Flood Elevation (RFE). For site built buildings the lowest floor elevation must be set at or above the RFE. RFE is defined as the elevation that is one (1) foot above the Base Flood Elevation (BFE) as determined or approved by Pinal County. All equipment servicing the building, including but not limited to: electrical, heating, ventilation, plumbing and air conditioning equipment as well as other service facilities must be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding (e.g., elevated at or above the RFE).
- 8) All buildings must be adequately anchored to resist flotation, collapse, or lateral movement.
- 9) Buildings constructed on a crawlspace, and block or rigid skirting under manufactured homes, must provide flood openings to allow for the automatic entry and exit of floodwaters. Detached accessory structures and attached garages used solely for parking, access, or storage can be flood-vented in lieu of elevation. Portions of the building constructed below the RFE shall be constructed with flood resistant materials.
- 10) For existing non-conforming buildings, the cumulative cost over a rolling 5-year period of all improvements will be counted toward the 50% substantial improvement rule. Any future improvements to the addition or the original structure will also need construction cost estimates. This may require that your entire structure be elevated to meet the most current National Flood Insurance Program Regulations.

Floodplain Use Permit Specific Conditions and Approval Block (Internal Use Only)

Application Received: 1/10/24 Flood Zone: A Pre-Construction Elevation Certificate (Date): N/A

Base Flood Elevation/Depth: N/A Regulatory Flood Elevation/Depth: N/A Floodway: Yes or No

Manufactured Homes: Foundation Type: N/A Skirting Type: N/A

Substantial Improvement/Damage: Total Cumulative Cost: \$ N/A Market Value: \$ N/A Improvement %.: N/A

Stormwater Notice of Intent Required: Yes or No *(If yes, please contact the Arizona Department of Environmental Quality)*

Permit Specific Conditions: This permit is for temporary use only. All improvements and equipment to be removed within 180 days.

This permit application has been reviewed and is recommended for: Approval Denial

Approving Authority:  on (date): 3/6/2024
Floodplain Administrator

