



Terms and Conditions of Rental

1. **Scope.** All rental of trailers, related equipment and any and all products, activities and services related thereto provided by I'd Tap That, LLC, a Tennessee limited liability company (sometimes referred to herein as the "Company"), whether pursuant to a Rental Agreement or as otherwise accepted by the Company, shall be subject to these Terms and Conditions of Rental (these "Terms and Conditions"). Unless otherwise expressly agreed to in writing, these Terms and Conditions shall override any terms or conditions stipulated, incorporated or referred to by the customer named in the Rental Agreement (the "Renter"), Renter's reservation or in any negotiations. These Terms and Conditions, along with the Rental Agreement and any attached schedules and addenda, embody the entire agreement between the Company and Renter (collectively, the "Agreement"). Accordingly, any promises, representations or understandings not expressed herein shall be of no force or effect. No variation of, or addition to, these conditions shall be effective against the Company unless expressly accepted or confirmed in writing of subsequent date hereto and signed by the Company's duly authorized employee on the Company's behalf.
2. **Definitions.** "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of rental. "Renter" means the person identified as the renter on these Terms and Conditions, any person signing this Agreement and any person or organization to whom charges are billed by us at its or Renter's direction. "We", "our" and "us" means the Company. "Trailer" means the non-motorized towed cooling unit identified in this Agreement and any Trailer we substitute for it. "Loss of Use" means the loss of our right to use the Trailer for any reason because of damage to it or loss of it during this rental. Loss of Use is calculated by multiplying the number of days from the date of damage to the Trailer until it is repaired or replaced times the daily rental rate.
3. **Indemnification.** Renter hereby agrees to indemnify, defend and hold the Company, its affiliates and their respective employees, officers, managers and members harmless from and against any and all claims, damages, costs, expenses and other liabilities (including attorney's fees and other costs of investigation and defense) caused by or arising out of Renter's acts, activities or omissions related to or arising from the renting of the Trailer, the performance of its obligations under this Agreement or its use of the Trailer or any related equipment.
4. **Condition and Return of the Trailer.** Renter shall maintain the Trailer in good condition and free from damage during the term of the Rental Agreement. Renter must ensure the Trailer is ready for pick-up at the location and on the date and time specified in the Rental Agreement. The Trailer shall be returned in the condition that Renter received it, except for ordinary wear. Renter may not service the Trailer in any way including, without limitation, the replacement of parts or accessories, without the Company's prior written approval which may be withheld in its sole and absolute discretion.
5. **Responsibility for Damage or Loss; Reporting to Police.** Renter is responsible for any and all damage to, loss or theft of the Trailer or other equipment owned by the Company and rented to Renter including, without limitation, damage caused by weather or other acts of nature, regardless of whether Renter is at fault. This includes, without limitation, costs of repair or the actual retail cash value of the Trailer if it is not repairable or if we elect not to repair it, Loss of Use, diminished value of the Trailer caused by damage to it or repair of it, missing equipment, and a reasonable charge to cover our administrative and labor expenses connected with or arising from any damage claim. Renter shall report all accidents, theft or vandalism involving the Trailer to the Company and the police as promptly as possible and, in no event, more than twelve (12) hours from Renter's notice of such occurrence. Renter shall provide the Company with any related police report and/or incident number(s). In the event that the Trailer is abandoned or used in violation of law or this Agreement, the Company may repossess the Trailer at Renter's expense without notice to Renter.
6. **Prohibited Uses.** The Trailer and any related equipment shall not be used in any manner that is inconsistent with its intended purpose or in any way that would violate any applicable federal, state or local law, regulation or ordinance. Specifically and, without limiting the general nature of the foregoing sentence, the following acts or uses of the Trailer (and related equipment) are expressly prohibited:
 - i. Towing or moving the Trailer by anyone other than an authorized Company driver;
 - ii. Failing to summon the police to any accident involving the Trailer that caused personal injury or property damage;
 - iii. Damaging Trailer by Renter's intentional, wanton, willful or reckless conduct;
 - iv. Containing or housing any animal inside the Trailer;
 - v. Sitting, standing or lying on the roof of the Trailer;
 - vi. Placing signs, lettering, or painting on the Trailer;
 - vii. Driving vehicles or other equipment over the power cord (this can cause catastrophic failure of the Trailer); and

- viii. Using a generator for the Trailer which was not supplied by the Company.
7. **Insurance.** Renter shall maintain commercially appropriate general liability insurance coverage for its use and activities related to the Trailer. It is Renter's sole and absolute responsibility to ensure that Renter's liability and property damage insurance has been endorsed to cover their risk of liability for injury or damage to others or their property that may result from any activity associated with use of the Trailer. The Company may, in its discretion, require Renter to name the Company as an additional insured on such policy and to provide proof of insurance or a Certificate of Insurance naming the Company as an additional insured.
8. **Licensing/Permitting.** Renter is responsible for obtaining all proper and necessary licenses, permits and insurance relating to the activities and liabilities associated with the acquisition, dispensation, distribution, and consumption of alcohol during the rental period and using the Trailer.
9. **Physical Damage.** If the Trailer or any related equipment is damaged or destroyed as the result of negligence or misuse of the Trailer or related equipment (including, use of an unapproved power cord, generator, or power source), or destroyed as the result of natural weather occurrence (e.g. storm damage), or other acts of nature, then Renter shall be solely responsible and shall exhaust all applicable insurance coverage to meet Renter's obligations hereunder.
10. **Personal Injury.** Injury to Renter or other persons that results from any activity associated with the use of this trailer is the responsibility of Renter and/or Renter's insurance. Renter agrees to hold harmless the Company, its affiliates and their respective employees, officers, managers and members from any injury or damage to any person whatsoever, which is caused by an activity, condition or event associated with the use of the Trailer.
11. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE COMPANY'S ENTIRE LIABILITY AND RENTER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY PRODUCT OR SERVICES PROVIDED TO RENTER OR BREACH OF THE AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, INDEMNITY OR STRICT LIABILITY, SHALL BE AS FOLLOWS: (I) FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY CAUSED BY THE COMPANY'S GROSSLY NEGLIGENT ACTS OR OMISSIONS, OR FOR ANY DAMAGES ARISING FROM THE WILLFUL AND INTENTIONAL MISCONDUCT OF THE COMPANY, THE AMOUNT OF PROVEN DIRECT DAMAGES; AND (II) FOR ALL OTHER CLAIMS NOT COVERED BY THE FOREGOING SUBSECTION, THE AMOUNT OF PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE CHARGE APPLICABLE UNDER THE AGREEMENT FOR THE PERIOD DURING WHICH SERVICES WERE PROVIDED. IN NO EVENT SHALL THE COMPANY'S AND ITS AFFILIATES' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY RENTER TO THE COMPANY HEREUNDER. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THE AGREEMENT.
12. **Charges.** Renter agrees to pay the Company on demand for all charges due us under this Agreement. Charges not covered in full at the time of delivery of the Trailer may be charged to Renter's credit card on file, plus a ten percent (10%) processing fee. Charges include, but are not limited to:
- i. Time for the period during which Renter reserves the Trailer (due at time of Trailer delivery);
 - ii. Charges for delivery, optional services and Trailer accessories (due at time of Trailer delivery);
 - iii. Applicable taxes (due at time of Trailer delivery);
 - iv. Charges for additional rental days, if the rental period is extended after the original contract is signed (due at time of Trailer pick up);
 - v. A fee of Five Dollars (\$5.00) per gallon gas to refill the generator and gas tank(s) if they are not returned full.
 - vi. One Hundred Dollars (\$100), plus One Dollar (\$1) per mile for every mile between the renting location and the place where the Trailer is moved, repossessed or abandoned, plus any additional reasonably recovery expenses we incur (including attorneys' fees);
 - vii. All costs, including pre-and post-judgment attorney fees, we incur collecting payment from Renter or otherwise enforcing our rights under this Agreement;
 - viii. Interest of five percent (5%) or the maximum amount allowed by law (if lower than five percent (5%)) on all amounts due and owing to the Company by Renter after the term of the Agreement and the Trailer is returned
 - ix. Fifty Dollars (\$50) or the maximum amount permitted by law, whichever is greater, if Renter pays the Company with a check that is returned unpaid for any reason;
 - x. A reasonable fee not to exceed One Hundred Dollars (\$100) to clean the Trailer, if returned substantially less clean than as rented; and
 - xi. The cost to replace or repair any unreturned Company rental items.
13. **Deposit.** A non-refundable deposit, equivalent to fifty percent (50%) of the total anticipated rental fees, is due at the time the Trailer is reserved. If sent by mail, deposit checks must be received within five (5) business days or the reservation will not be secured.
14. **Renter's Property.** Renter releases us, our agents and employees from all claims of loss of, or damage to, Renter's personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Trailer or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

15. **Taxes and Other Charges.** The rental fee payable to the Company hereunder does not include any excise, sales, use, property, ad valorem, occupational or like taxes now in force or enacted in the future; and, therefore, the prices payable to the Company hereunder are subject to an increase equal to any such taxes that the Company may be required to collect or pay. All such taxes and fees shall be the sole responsibility of Renter.
16. **No Assignment by Renter.** Renter's Rental of the Trailer and this Agreement are personal to Renter and Renter shall not assign or subcontract this Agreement, the use of the Trailer or any of his, her or its rights or obligations hereunder, in whole or in part, without the prior written consent of the Company, which consent may be withheld in the Company's sole and absolute discretion.
17. **Force Majeure.** The Company shall not be liable for any loss or damage caused by non-performance or delay in performance of any of its obligations under the Agreement where the delay or nonperformance is due to any cause beyond the Company's control, including (without limiting the foregoing): Acts of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees or others in contemplation or furtherance of a dispute or owing to any inability to procure materials or services required for the performance of the Agreement. In such event the Company may terminate or suspend the Agreement with no liability for loss or damage thereby occasioned.
18. **Interpretation.** This Agreement constitutes the sole and entire agreement between Renter and the Company with regard to the subject matter hereof. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any terms hereof. Acceptance of, or acquiescence in, a course of performance rendered under this Agreement or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or have been relied upon in the making of this Agreement other than those specifically set forth herein.
19. **Waiver.** No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing, of subsequent date hereto, and signed by the party to which it is attributed. No consent by a party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.
20. **Partial Invalidity.** If any provision of the Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction and venue, then such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision.
21. **GOVERNING LAW.** THIS AGREEMENT AND ANY SERVICES AND CONTRACTS PERFORMED HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW HAMPSHIRE, WITHOUT REGARD TO CONFLICTS OF LAWS RULES OR RULINGS AND REGARDLESS OF LOCATION OF RENTER. ANY AND ALL DISPUTES, ACTIONS OR LITIGATION MUST BE BROUGHT EXCLUSIVELY IN TENNESSEE FEDERAL OR STATE AND RENTER CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW HAMPSHIRE, SUBMITS TO JURISDICTION THERE, AND WAIVES THE RIGHT TO REQUEST A CHANGE OF VENUE. RENTER AGREES THAT SUCH VENUE IS APPROPRIATE AND REASONABLE. NOTWITHSTANDING THE FOREGOING, THE COMPANY MAY SEEK EQUITABLE RELIEF OR LEGAL DAMAGES IN ANY JURISDICTION AND VENUE OF ITS CHOICE.
22. **Miscellaneous.** A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of performance of Renter's obligations under this Agreement. Our acceptance of payment from Renter or our failure, refusal, or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Renter releases us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. Renter will indemnify, defend, and hold us harmless from and against any claim arising out of unsafe towing or use of Trailer committed by Renter or Renter's agent. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between renter and us.