



Refrigerated Trailer Rental Agreement

Wright Beverage Distributing, ("**WBD**"), having a business office in _____ County, New York, and on the terms and conditions set forth in this "**Agreement**," does hereby rent to _____ ("**Lessee**") whose address is _____ (phone(s)) _____ (email) _____, the following WBD owned Refrigerated Trailer VIN Number _____ ("**Trailer**") to be used only by Lessee, only during the lease term (the "**Lease Term**") from _____ (am/pm) ("**Lease Start Time**") to _____ (am/pm) ("**Lease End Time**"), and only for the specific event _____ ("**Event**") to be held at _____ ("**Location**").

Deposit Received \$ _____ (includes non-refundable Trailer Rental Fee of \$100).

1. Required Lessee Documentation. Lessee, at its sole cost and expense, must obtain and submit to WBD, **at least seven (7) days** prior to delivery of the Trailer: (a) a signed copy of this Agreement; (b) a valid Temporary License or Special Event Permit from the New York State Liquor Authority, for the sale and/or consumption of alcoholic beverages at the Event, together with any other licenses and/or permits required for that purpose; (c) a Certificate of Insurance satisfactory to WBD as provided in Section 4, naming WBD as an "additional Insured;" (d) a binding Purchase Order for the beverages ("**Beverages**"), and for any optional equipment and supplies ("**Optional Items**"), pursuant to WBD's normal terms of use or sale. The timely submittal to WBD of the foregoing documentation is a condition precedent to the delivery of the Trailer, Beverages and Optional Items, if any.

2. Delivery; Possession; Use. Subject to Lessee having complied fully with Section 1, WBD will deliver the Trailer to the Location at or about the Lease Start Time, when Lessee and the WBD rep. shall jointly inspect and caused to be signed the annexed **Delivered Condition Inspection Report** which forms a part of this Agreement, and upon such execution satisfactory to both Parties, the Lease Term shall commence, Lessee shall be deemed to have accepted possession of the Trailer, Beverages, WBD Equipment and any Optional items (collectively, the "**Property**"), all in "as is" condition for the Lease Term. Upon such execution, any obligations of WBD with regard to the Trailer and the dispensing of Beverages shall cease, and Lessee and Lessee's Representative shall simultaneously accept and assume full responsibility for the management, operations and conditions of the Property. Until WBD retakes possession of the Trailer, and any other Property, including any unused Beverages in their original condition, Lessee shall be solely responsible for the management, operation and conditions of all such Property, including the dispensing of Beverages, all to be in accordance with: (a) all applicable laws, regulations, ordinances (collectively, "**Laws**"); and (b) this Agreement, including the WBD Procedures enclosed with the Trailer, which constitute a part of this Agreement. At or about the Lease End Time, and prior to WBD retaking possession of the Trailer and other Property, Lessee and a WBD rep shall inspect the Trailer and Property and shall execute the annexed **Returned Condition Inspection Report** forming a part of this Agreement, satisfactory to both Parties, at which time WBD will be deemed to have retaken possession of the Trailer and such other Property as is returned to WBD. At no time shall Lessee claim any ownership or other rights to the Trailer the WBD Equipment, or Other Items, other than the sale or use rights as expressly provided by this Agreement. The Trailer may not be moved from the spot at the Location as placed by WBD. No Beverages or other items may be dispensed from the Trailer other than Beverages and Optional Items purchased from WBD. No food or other items may be stored in the Trailer. WBD personnel are not permitted to dispense any Beverages at any time except to test or repair WBD Equipment; any Beverages dispensed during testing or repair may not be consumed and must be discarded. Only qualified WBD personnel are permitted to move the Trailer and/or service the Trailer and the WBD Equipment. Lessee and others are not permitted to adjust any CO2, Beer Gas, cooperage, keys, handles, temperature gauges, or other items owned by WBD ("**WBD Equipment**") Lessee may not use any extension or other electrical cords except as provided by WBD, and may not attach any signage or other materials to the Trailer by any means other than by painters' tape. Lessee covenants and agrees that only persons over twenty one (21) years of age, and instructed by a WBD Rep., shall be permitted to operate the Trailer and to dispense Beverages, all in full compliance with the Laws. Any representatives of WBD (a "**WBD Rep.**") ever present at the Location during the Event are for the sole and limited purpose of testing and maintenance of the Trailer and WBD equipment and may not assume any other tasks, whether the serving of Beverages or other products, the policing of the Location premises, the cleaning of any equipment or other Property, or otherwise.



3. Risk of Loss and Final Payment. Lessee assumes the entire risk of loss of and/or damage to the Trailer, Beverages, WBD Equipment and Optional Items, if any, and for the lack of cleanliness of the Trailer and other Properties while in Lessee's possession, and Lessee shall promptly advise WBD, orally and in writing, in the event of any loss or damage to the above. Lessee shall pay to WBD a "**Replacement/Damage Fee**" pursuant to WBD's standard terms for all damaged, unclean and missing WBD Property as noted on the signed **Returned Condition Inspection Report**, which Replacement/Damage Fee shall be added to the WBD's Final Adjusted Invoice. The Final Adjusted Invoice is payable within seven (7) days after presentment to Lessee and may include a credit to Lessee upon the return to WBD of any WBD beverages in their original condition and sealed packaging. No credit will be given to Lessee for any partial cases of Beverages, tapped or partially filled kegs, or any Beverages or other consumable items in opened packaging.

4. Lessee Insurance Obligations. Lessee agrees at its own expense to procure and to maintain insurance from a highly rated insurance company sufficient to protect WBD and Lessee from and against all loss and liability for property damage, bodily injury or death arising out of the use of the Trailer or other Property, with a limit of at least \$1,000,000 per occurrence. Such insurance shall include coverage for claims arising out of the sale or provision of alcoholic Beverages and for claims arising out of the use or operation of any vehicle. The insurance required under this Agreement shall name WBD as an "**additional insured**," on a primary and non-contributory basis. Lessee shall furnish proof of such insurance satisfactory to WBD, and shall be responsible for the payment of all premiums, deductibles, retention amounts and uninsured losses. The documents reflecting the insurance coverage must be submitted to WBD as provided in Section 1 of this Agreement.

5. Indemnification; No Representations. To the fullest extent permitted by Law, Lessee covenants and agrees to defend, indemnify, and hold harmless WBD and its owners, officers, directors, employees, representatives, attorneys and agents (each, an "**Indemnified Party**") against each claim, liability cost, expense or damages, without any limitation as to amount, cost or expense (including, but not limited to, reasonable attorneys' fees) arising out of, from or in connection with the use of the Trailer or Property, or both, and the dispensing and/or serving of any Beverages or in any other manner in connection with this Agreement. Neither WBD, nor any other Indemnified Party makes any express or implied representation or warranty as to any matters, including without limitation, the quality, condition, merchantability, design, capacity, workmanship or performance of the Trailer or the Property, or any items to be dispensed from the Trailer, or their fitness for any particular purpose; provided, however, that WBD will accept back for full credit any products determined by WBD to have been defective on delivery by WBD. No defect or unsuitability of the Trailer or the Property, or delay in delivery thereof, shall relieve Lessee of its obligations under this Agreement to pay for the Beverages or Optional Items, or for any other payment to WBD including, but not limited to, any Replacement /Damages Fee or any Final Adjusted Invoice.

6. Lessee Representative. If Lessee is not a single individual, Lessee shall designate one (1) person over the age of twenty-one (21) years, to be Lessee's Representative with the full power and authority to bind Lessee and to exercise the duties and obligations of Lessee as set forth in this Agreement. Notice by WBD to Lessee's Representative shall be deemed notice to Lessee.

7. General. This Agreement and the documents attached to, or referred to, herein constitute the entire Agreement between WBD and Lessee, and may not be changed, revised or supplemented except by a written document executed by and/or on behalf of both Lessee and WBD (the "**Parties**"). Any waiver of this Agreement or any provision hereof must be in writing and signed by both Parties. New York Law controls this Agreement and any interpretation or enforcement hereof, without regard to any Conflicts or Choice of Law provisions. Any terms and conditions of this Agreement that by their nature can survive the Lease Term shall remain in force after the Lease Term. Any litigation regarding the Agreement, the Trailer, the Property or the Beverages shall be held only in federal or state courts in the County of the Location, and the Parties acknowledge the proper jurisdiction of, and appropriateness of venue, therein. The prevailing Party shall be entitled to attorneys' fees and expenses. Lessee shall pay all sales, use and any other applicable taxes or costs based on performance under this Agreement, use of the Trailer and the dispensing of Beverages. Multi-Party Lessees are jointly and severally responsible as the Lessee under this Agreement. Third parties have no rights hereunder. Lessee is not a partner, employee, or joint venturer



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with WBD or any of WBD's affiliate companies; each of Lessee and WBD being independent contractors to one another.

LESSEE

Wright Beverage Distributing

BY

BY

TITLE

TITLE

DATE

DATE

Visit the <http://wrightbeveragegroup.com> website for additional important information.



INSPECTION REPORTS

Delivered Condition Inspection Report

Condition at time of Delivery by WBD:

1A. Preexisting Damage to Trailer.

1B. Cleanliness of Trailer.

2. Beverages delivered with Trailer

3. Condition of WBD equipment.

4. Condition of optional items

Returned Condition Inspection Report

Condition at time of Return to WBD:

1A. Additional Damage to Trailer.

1B. Cleanliness of Trailer.

2. Beverages remaining unopened, undamaged; packaging intact.

3. WBD Equipment damaged/missing.

4. Optional items damaged/missing

WBD

WBD REP.

DATE & TIME

LESSEE OR LESSEE'S REP.

DATE & TIME

WBD

WBD REP.

DATE & TIME

LESSEE OR LESSEE'S REP.

DATE & TIME

I _____ accept the designation at Lessee's Representative (_____)
PRINT NAME