

ADVENTURE COAST, LLC

DELIVERY AGREEMENT TERMS & CONDITIONS FOR EQUIPMENT RENTAL

- Identification: In this agreement Lessee/Renter ("You or They or Renter or Lessee") agree to identify in this agreement as the Lessee/Renter or You or They. , Lessor will be identified as Adventure Coast LLC/Lessor, Us, ("Us" or "We"). The words Lessee, Renter, Buyer, You, Yours and They means the person who signs this contract (or is obligated under it's terms) and is an authorized representative to any entity listed on this rental agreement under pen. Equipment will be referred to as "equipment" or "unit" or industry standard title/classification for equipment.
- Loss of or Damage to Equipment. You are responsible for loss, damage or destruction of the Equipment and/or property within the equipment, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage and while on your premises or rented spaces/lots, except that you are not responsible for damage to or loss of the Equipment caused by your sole negligence or willful misconduct. You are also responsible for loss of use and you shall fully compensate us for the loss of use of the Equipment during the time it is being repaired or replaced, as applicable. If equipment is damaged due to rugged terrain or inaccessible driveways during drop off or pickup you are responsible even if the driver is the registered owner of the vehicle or owner of a company that owns the vehicle and/or equipment being dropped off or picked up. If equipment is damaged during drop off or pickup you are responsible even if the driver is a freelance sub contractor or employee of the vehicle or equipment or sub contractor or employee of a company that owns the vehicle and/or equipment being dropped off or picked up.
- DELIVERY/PICKUP: You must coordinate a final drop off and delivery with our office 24 hours prior to delivery. This agreement must be signed 5 days prior to delivery.

— POWER, WATER & SETUP —

- **POWER:** Each trailer requires a power source. If power is not available onsite, contact your sales rep
- **WATER:** Each trailer requires a city water connection (or hose pipe for those in TN) in which a hose can be connected to supply water. Each trailer is also equipped with an onboard water tank. If a hose would be aesthetically unpleasing or obtrusive, we can fill the tank and remove the hose. If we have to fill the water there is a \$175.00 charge per tank.
- **SETUP:** Proper setup of the trailer requires a relatively level area and proper access. Also, it's important to note that our trailers do not get along well with tree branches. Be sure that there is adequate clearance (10'w x 12'h) from overhanging tree branches at both the location for placement and the route to reach the location. **PRE-SCOUT:** Some locations/sites or events will require a pre-scout to determine the best placement of the trailer (there is a small \$500 fee for this). If there is no pre-scout the delivery technician will have the final say on trailer placement and if conditions are suitable for delivery. This is for the safety of our equipment as well as the safety of our clients grounds and the guests using the trailers. Inaccessible areas due to un-level ground, unstable grounds, grass, mud, or recent rain fall will be a determining factor in equipment placement. There are no refunds for any equipment rented that is undeliverable based on our technicians assessment of the grounds/location conditions. If you or your staff/sub-contractors directing our technicians/ drivers (this includes helping backup, enter grounds, helping with placement) or you or your staff allows the driver/ technician to perform actions that are deemed unsuitable or dangerous, you are responsible for all liabilities and/or damages.
- **VENUE/GROUNDS CONDITIONS:** If our technician arrives and the area that has been chosen to place trailer is determined to be an area that is not safe or adequate for placing the trailer without damaging our trailer, delivery truck or our the venue/location/grounds, we reserve the right to place the trailer in an area the technician deems best suitable. This is for the safety and protection of our equipment and your property/venue/location. — If your trailer is being not being dropped off on an unpaved surface (farm land, open fields, front/back yards, loose gravel) we reserve the right to refuse delivery upon arrival if the grounds conditions are unsuitable and if a suitable location cannot be found on the location/venue. If it has rained and your trailer is being dropped off on an unpaved area, we reserve the right to refuse delivery if a suitable location cannot be found on the location/venue. If you request the driver to place trailer in an unsuitable area noted in this agreement, you are fully responsible for all liability and damages. You are responsible for all towing / recovery fees for any vehicle / trailer / equipment that requires recovery, in addition to any damages that occur in/during or because of recovery.

— BY SIGNING THIS AGREEMENT YOU ALSO UNDERSTAND THE BELOW PROVISIONS —

- **DELIVERY DATES ARE NON-TRANSFERRABLE and NON REFUNDABLE** - Rental Dates and Delivery are noted on your Estimate/Invoice
- Rentals are the sole responsibility of the Lessee(s) and/or Renter(s) listed in this agreement.
- EQUIPMENT RETURNED EARLY WILL NOT BE REFUNDED OR CREDITED UNLESS AGREED IN WRITING BY LESSOR (Adventure Coast, LLC) AND IS UPON THE DISCRETION OF ADVENTURE COAST LLC.
- We understand that sometimes plans fall through and issues come up. If your dates change or are canceled NO REFUNDS OR CREDITS WILL BE MADE FOR ANY EQUIPMENT RENTALS - ANY REFUNDS AND/OR CREDITS ARE AT THE SOLE DISCRETION OF ADVENTURE COAST, LLC — ANY DELAYS DUE IN PART OR WHOLLY TO COVID-19 OR OTHER PANDEMIC, SOCIAL DISTURBANCES WILL BE THE RESPONSIBILITY OF THE RENTER. DELIVERY DATES ARE NOT TRANSFERRABLE.
- Adventure Coast owners or representatives have all access permission to all locations and premises leased, owned or operated by renter/lessee and Production is required to include Adventure Coast LLC on all location map/site plan distro. - contact@adventurecoastrentals.com
- **YOU WILL BE REQUIRED TO PRODUCE ACCESS CREDENTIALS FOR OUR STAFF SO THAT WE CAN ACCESS THE EQUIPMENT 24/7 PRIOR TO EQUIPMENT DELIVERY.**
- Full Payment is due upon demand prior to renter taking possession of equipment/drop off.
- Any Equipment being subleased will be the sole responsibility to the company provided on COI.
- Any Accessories that are brought on site are the sole responsibility of the renter.

ENTIRE DOCUMENT ACKNOWLEDGED AND AGREED BY LESSEE AND / OR

AUTHORIZED REPRESENTATIVE: INVOICE# _____

RENTER and/or Authorized Representative PRINT below

X _____ DATE: _____

ENTER SIGNATURE and/or Authorized Representative sign below

X _____ DATE: _____