



Refrigerated Trailer Rental Agreement – Special Event Permit

Wright Beverage Distributing, (“**WBD**”), having a business office in Monroe 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 ID 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**”).

Initial deposit for Trailer Rental - \$350.00. The Trailer rental fee will be adjusted based on product usage following the event and will be reflected on final bill.

- Trailer Rental Fee of \$350 for 15 or less kegs ½ BBL equivalence used/tapped.
- Trailer Rental Fee of \$200 for 16+ Kegs ½ BBL equivalence used/tapped.

Trailer key deposit (per trailer) is \$50.00, 2-Tap Cooler deposits of \$500.00, Air Tank Deposits of \$80.00, Trailer Cleaning Fee of \$100.00 (discretionary), After Hours (5pm) Trailer Pickup Fee \$100.00 (discretionary) and Kiosk Deposit of \$500.00.

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 Special Event Permit from the New York State Liquor Authority (“SLA”), 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; and (e) a valid New York State driver’s license showing proof that Lessee is over the age of twenty one (21). Lessee agrees that securing the necessary Special Event Permit from the SLA is the sole responsibility of Lessee and that WBD has no obligation or responsibility to facilitate or assist Lessee in securing such Special Event Permit, or any other required licenses or permits, and that WBD shall not be responsible for any fines or penalties Lessee may incur for violation of any law, rule or regulation.

2. Delivery; Possession; Use. Subject to Lessee having complied fully with Section 1, WBD will deliver the Trailer and other Property 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** and **Charge Checklist** which form 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, rules, regulations, ordinances, including without limitation, the NYS Alcoholic Beverage Control Law (collectively, “**Laws**”); and (b) this Agreement, including the WBD Procedures enclosed with the Trailer, which are incorporated into and constitute a part of this Agreement. WBD will pick up the Trailer and other Property at the Location at the Lease End Time. 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** and **Charge Checklist** incorporated into and 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.

Enforceable Covenants:

- 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. It is



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understood and agreed that the use of the Trailer or other Property by Lessee shall not alter or be construed to change the character of said Trailer or other Property to be other than property wholly owned by WBD.

- The Trailer and other Property may not be moved from the spot at the Location as placed by WBD. Only qualified WBD personnel are permitted to move the Trailer and/or service the Trailer and the WBD Equipment.
- 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.
- 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
- Lessee 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.
- Lessee covenants and agrees that the Trailer and other Property will be used to dispense alcoholic beverages only to persons over the age of twenty-one (21) and who are legally qualified to consume alcoholic beverages at the time and place involved.
- Any authorized 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.
- WBD shall, in its sole discretion, have the right to take immediate repossession of the Trailer and other Property from the Lessee at any time and for any reason, including but not limited to 1) any breach of a term of this Agreement by Lessee; 2) any misuse of, or damage to, the Trailer or other Property; or 3) in the event of a violation of any law, rule or regulation, or loss of the Special Event Permit or other required license or permit by Lessee associated in any manner with the rental of the Trailer or other Property. Such retaking of possession by WBD shall not affect its rights under this Agreement, and the Lessee agrees to cooperate fully with WBD in retaking possession of the Trailer or other Property.

3. Risk of Loss and Final Payment. The Lessee shall exercise all reasonable care so as to prevent damage to the Trailer and other Property. Any damage to the Trailer or other Property caused by the Lessee (or Lessee’s guests), or due to Lessee’s (or Lessee’s guests) negligence, misuse or breach of this Agreement, shall be repaired fully and exclusively at Lessee’s sole expense as set forth herein. 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.

- **Important Note:** 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.
- **Important Note:** Payment must be made by Lessee. Lessee’s name must match the name on Special Event Permit from the New York State Liquor Authority and certificate of insurance.



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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. Lessee further covenants and agrees to indemnify, defend and hold WBD, its owners, officers, directors, employees, representatives, attorneys and agents (each an “**Indemnified Party**”) harmless from or against any and all claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expenses, including, but not limited to attorney fees and court costs in connection therewith and related thereto, asserted by any person or persons for (i) property damage, bodily injuries, loss or death received or sustained by any person or persons in any manner caused by, arising from, incident to, connected with, or growing out of the Event or use of the Trailer or other Property, or both, or the dispensing and/or serving of any Beverages or in any other manner in connection with this Agreement; (ii) any violation of law, rule or regulation by Lessee, including without limitation, any fines assessed against WBD by the SLA or other governmental entity based on Lessee’s violation of the Laws; (iii) any breach of the terms of this Agreement by Lessee; (iv) any negligence or willful omission by Lessee. 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. LIMITED LIABILITY. WBD SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSS OF PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH OR RELATING TO THE USE OF ANY EQUIPMENT OR PRODUCTS, WHETHER SUCH CLAIM IS BASED OF WARRANTY, CONTRACT, TORT, OR OTHER LEGAL THEORY AND REGARDLESS OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS.

7. MAXIMUM LIABILITY FOR DAMAGES. IN NO EVENT SHALL WBD’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE FEES PAID TO WBD UNDER THIS AGREEMENT.

8. 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.

9. Complete Information. The Lessee hereby certifies that all information and documentation provided to WBD is complete, accurate and truthful. The persons signing below certify, represent, and warrant that they have the full authority to sign this Agreement on behalf of Lessee, and thus fully bind Lessee for which they represent to all of the terms and conditions hereof.



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10. Independent Parties. Lessee's status hereunder shall at all times be that of an independent party. Nothing in this Agreement is intended, nor shall it be construed, to (i) make WBD and Lessee partners or joint venturers nor grant a right in or to any business activity or investments of or to the income or proceeds disbursed therefrom, or (ii) create a relationship between WBD and Lessee of principal and agent, employer and employee or franchisor and franchisee. Licensee shall not at any time have the authority to bind WBD.

11. No Assignment. This Agreement shall not be assignable by Lessee without the prior written consent of WBD.

12. Severability. The Parties have drafted this Agreement with the express desire to comply with all applicable laws. If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforceable and enforced.

13. No Waiver. The failure of either party in any one or more instances to insist upon full performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such provisions. All waivers in order to be valid must be in writing and signed by an authorized officer of the party granting the waiver.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State (excluding the laws applicable to conflicts or choice of law), including without limitation, relevant provisions of the New York Alcoholic Beverage Control Law (ABCL). Each of the parties hereby irrevocably and unconditionally (i) consents to submit to the exclusive jurisdiction of the United States District Court or the applicable state court located in the State of New York, County of Monroe, for any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection to the laying of venue of any such action or proceeding in such courts, and (iii) waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. The prevailing party to any action shall be entitled to attorneys' fees.

15. Force Majeure. Fires, floods, wars, acts of war, strikes, lockouts, labor disputes, pandemics (including without limitation, COVID 19), accidents to machinery, delays or defaults of common carriers, orders, decrees or judgments of any court, or any other contingency beyond the control of WBD, whether related or unrelated, or similar or dissimilar to any of the foregoing (each a "Force Majeure Event"), will be sufficient excuse for any resulting delay or failure in the performance by WBD of its obligations under the Agreement, but such performance will be excused only as long as the Force Majeure Event continues.

16. Miscellaneous. The section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement. All words in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine or neuter), as the context of this Agreement may require. Each of the Parties irrevocably waives the right to trial by jury. Unless otherwise indicated herein, any reference in this Agreement to a Section, Article or Schedule shall mean the applicable section, article or schedule of or to this Agreement. As used herein, the words "include", "includes" or "including" shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, but rather shall be deemed to refer to all other items and matters that could reasonably fall within the broadest possible scope of such statement, term or matter. As used in this Agreement, the words "herein", "hereof" and other similar words shall refer to this Agreement taken as a whole and not to a particular Section. Any terms and conditions of this Agreement that by their nature can survive the Lease Term shall remain in force after the Lease Term. 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



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have no rights hereunder. This Agreement may be executed in two or more counterparts. All counterparts shall be construed together and constitute one and the same document, but if making proof hereof, only one document is necessary. Electronically-delivered signatures of the Parties shall be deemed to constitute original signatures.

17. Entire Agreement. No representation, promise, inducement, or statement of intention other than those set forth in this Agreement, its Recitals, Attachments or Schedules, have been made by WBD or Licensee, and neither party shall be bound by or liable for any other alleged representation, promise, inducement, or statement of intention. This Agreement, including all Recitals, Attachments and Schedules and terms referenced in or contemplated by it, constitutes the entire agreement between the parties, and there are no other agreements or understandings, either written or oral, between the parties regarding its subject matter. This Agreement cancels and supersedes any previous agreements between WBD and Lessee regarding the subject matter. No change, modification or alteration to this Agreement, or to the relationship evidenced thereby, will be effective unless set forth in writing and signed by both parties.

LESSEE

Wright Beverage Distributing

BY

BY

TITLE

TITLE

DATE

DATE

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



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Charge Checklist

Delivery (Please Initial)	Applicable Charges:	Pick-Up (Please Initial)
<input type="text"/>	Trailer Rental Fee: \$350.00 for 15kegs or less/Trailer	<input type="text"/>
<input type="text"/>	Trailer Rental Fee: \$200.00 for 16kegs or more/Trailer	<input type="text"/>
<input type="text"/>	Trailer Key Deposit: \$50.00/Trailer	<input type="text"/>
<input type="text"/>	2-Tap Cooler Deposit: \$500.00/Cooler	<input type="text"/>
<input type="text"/>	Air Tank Deposits: \$80.00/Tank	<input type="text"/>
<input type="text"/>	Kiosk Deposit: \$500.00/Kiosk	<input type="text"/>
<input type="text"/>	Trailer Cleaning Fee \$150.00 (discretionary)	<input type="text"/>
<hr/> _____ After Hours (5pm) Trailer Pickup Fee \$100.00 (discretionary) _____		



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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

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