



## Terms and Conditions of

### Trailer Rental

Elite Outdoor Events, LLC ("Elite") hereby agrees to allow the customer identified on the Trailer Rental Agreement (the "Customer") to use the Trailer (as hereinafter defined) for the time period specified on the first page of this Agreement (the "Rental Period").

The term "Agreement" means the Trailer Reservation and Trailer Rental Agreement, including these Terms and Conditions and all other documents the Customer signs or agrees to in connection with the rental of the Trailer. The term "Trailer" means Elite's 8 ½ x 18 custom cargo trailer and its accessories, including DIRECTV Automatic Multi-Satellite TV Antenna, HD Direct TV Receivers, HD 55" LG Smart TV's, Mackie 4-Channel Ultra Compact Mixer, Harbinger speaker system, lighting system, built-in kegerator, and all accessories provided to the Customer with the rental of the Trailer, including the inflatable dome tent, corn hole boards, table, chairs, Honda generators and beer pong table. "Elite Representative" means the individual employee, contractor or manager of Elite who is on-site during the requested Rental Period.

1. The Customer is responsible for arranging safe and secure parking for the Trailer at the Customer's desired location at least 1 hour and 15 minutes before and after the requested Rental Period to ensure enough time for the set-up and take-down of the Trailer and walk-throughs with the Customer. The Customer shall ensure that the Trailer is permitted to be in the desired space during this time and that the Elite Representative will be able to remove the Trailer promptly after completing his or her obligations hereunder. The Customer will need provide a parking space of at least 23' deep and 9' wide for the set-up of the Trailer (excluding the tent), plus additional space before and after the Rental Period sufficient to park the Trailer in and remove the Trailer from the desired location using a full-size truck before and after the Rental Period, and an area of at least 22' x 22' for the set-up of the tent.

2. If Elite determines, in its sole discretion, that it is not safe or practicable to deliver the Trailer to or to park the Trailer at the Customer's desired location or that the Trailer is not permitted to park in the Customer's desired location, Elite shall not be required to deliver the Trailer to that location. If the Customer is unable to identify a suitable replacement location, Elite shall not be required to provide the Trailer during the requested Rental Period and the Customer's Rental Fee shall not be refunded. The inflatable tent may not be safe to erect when it is particularly windy, so Elite will have the right to determine, in its sole discretion whether to erect the tent if it is windy. The Customer agrees that Customer, and not Elite, will be responsible for any damage to the land caused by the Trailer except to the extent caused by the gross negligence or willful misconduct of the Elite Representative.

3. The Customer agrees to pay all amounts due hereunder if Elite does or is ready and able to deliver the Trailer to the Customer during the Rental Period. Elite will not refund the Rental Fee if inclement weather makes the use of the

Trailer less desirable or because the Customer was not able to identify a safe or permitted location to park the Trailer. The Customer will only be entitled to a refund if Elite is not able to bring the Trailer to the Customer for the Rental Period whether due to weather or other cause.

4. The Elite Representative will be responsible for (i) the set-up and take-down of the Trailer (including the tent, tables and other accessories) (ii) the set-up of the generator and all electronic devices prior to the start of the requested Rental Period, and (iii) cleaning the Trailer and removing trash and debris from the area the Customer is required to clean immediately surrounding the Trailer after the requested Rental Period. The Elite Representative shall remain on-site to assist the Customer should any of the equipment cease to work properly during the requested Rental Period.

5. The Customer is aware that the Trailer's television signal is received via satellite dish. The Customer is responsible for locating a parking space for the Trailer that is not be blocked by trees, bridges, buildings, overhangs or other impediments that might prevent a signal coming to the satellite dish. Elite will not be held responsible and refund will not be offered if the satellite signal will not come through due to reasons beyond Elite's control, whether caused by the Customer being unable to find a clear parking location, inclement weather or other cause.

6. The Customer acknowledges that the Customer had or will have an opportunity to inspect the Trailer to note the condition of and any damage to the Trailer with the Elite Representative. If the Customer does not inspect the Trailer, the determination of the Elite Representative of the condition of the Trailer shall be conclusive and binding on the Customer.

7. The Customer agrees to report any loss or damage to the Trailer to the Elite Representative promptly upon becoming aware of the loss or damage. The Customer agrees to return the Trailer to Elite in the same condition as it was received, ordinary wear and tear excepted, at the end of the requested Rental Period. The Customer shall be responsible for any loss or damage to the Trailer regardless of cause, or who or what caused the loss or damage. If the Trailer is damaged, the Customer shall pay the actual repair cost, or if, Elite determines to sell the Trailer in its damaged condition, which it may do in its sole discretion, the Customer will pay the difference between the Trailer's retail fair market value before it was damaged and the sale proceeds. Notwithstanding the foregoing, the Customer shall not be responsible for any loss or damage to the Trailer to the extent caused by the negligence or willful misconduct of Elite or the Elite Representative. If the Trailer or any part thereof is damaged, towed, immobilized, stolen, lost or rendered totally or partially inoperable, then the Customer shall be responsible for any loss of use and any consequential or incidental damages incurred by Elite as a result, including lost rental income, towing and storage fees, and reasonable administrative expenses incurred.

8. The Customer acknowledges that the Trailer is being provided "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. The Customer agrees that Elite shall not be liable for any damages arising from personal injuries or loss, theft or damage to property sustained by the Customer or the Customer's guests or invitees as a result of any and all activities related to the rental, operation, or use of Trailer, except to the extent caused by the gross negligence or willful misconduct of Elite or the Elite Representative. The Customer assumes full responsibility for any such injuries, losses or damages. The Customer acknowledges that the Elite Representative is on-site to help with operating the Trailer and its components, not to safeguard individuals or the property of the Customer or the Customer's guests or invitees.

10. The Customer agrees that the Customer and its guests and invitees to the Trailer shall (i) use the Trailer only in accordance with applicable state, federal and local laws, orders, rules, regulations and ordinances, (ii) not use the Trailer in furtherance of a fraudulent or illegal purpose, (iii) comply with all applicable orders, rules and regulations of the owner of the land on which the Trailer is parked during the Rental Period, (iv) not move the Trailer, (v) not get onto the roof of the Trailer, (vi) not damage or affix anything that will dent or leave holes in the Trailer and (vi) not smoke or allow pets within the Trailer.

11. The Customer agrees to pay all amounts due to Elite hereunder immediately on demand. If the Customer does not pay all amounts due to Elite under this Agreement on demand, including all charges, fees and expenses, including, without limitation, payment for loss of or damage to the Trailer, rental fees, parking fines and penalties, towing charges, storage and impoundment fees, The Customer shall pay a late charge of 1 1/2% per month on the past due balance or the highest rate permitted by applicable law, whichever is less. The Customer agrees to also pay for any costs incurred by Elite in seeking to collect such any amounts due hereunder including, without limitation, court costs, attorneys' fees and collection fees. A fee of \$50.00 will be charged for any check returned for insufficient funds.

12. The Customer acknowledges that up to an amount of the estimated total charges due under this Agreement, as indicated on the first page of this Agreement, if the Customer uses a credit card, may be set aside or reserved by the card issuer; or, if the Customer uses a debit card, may be set aside in the account to which that card is linked. Please note that Elite cannot control the amount of time the funds will be set aside. The Customer should check with the card issuer or financial institution for details regarding the timing of the release of funds.

13. Elite shall retain the Customer's Damage Deposit as security for the full and faithful performance by the Customer of all of the Customer's obligations hereunder. No interest shall be paid upon the Damage Deposit nor shall Elite be required to maintain the Damage Deposit in a segregated account, unless required by applicable law. If the Customer does not remit all amounts owed to Elite hereunder when due, then Elite may, without notice, retain the Damage Deposit to cover all amounts owed to Elite hereunder. If the Customer fully and faithfully complies with the terms of this Agreement, the Damage Deposit or any balance thereof shall be returned to the Customer within thirty (30) days after the date of the Rental Period.

14. The Customer shall indemnify and hold Elite and its members, managers and affiliates harmless from and against any and all claims, actions, liabilities and expenses (including parking tickets, towing costs, fines, storage fees, costs of judgments, settlements, court costs and attorneys' fees regardless of the outcome of such claim or action), arising from or related to the Customer's rental, use and occupancy of the Trailer or any failure of the Customer to comply with or to perform any of the requirements and provisions of this Agreement, except to the extent caused by the gross negligence or willful misconduct of Elite or the Elite Representative. The Customer waives any claims against Elite for incidental, special or consequential damages in connection with the rental use or occupancy of the Trailer.

15. Miscellaneous. The Customer agrees and understands that its rights and obligations under this Agreement are personal and not assignable or transferrable. All notices required or permitted hereby shall be in writing and shall be deemed to have been given on the date of delivery if delivered either in person, by certified mail, return receipt requested, or by overnight delivery by a reputable overnight carrier requiring proof of delivery and addressed as follows, or such other address as a party may notify the other party in writing: if to Elite: 6615 Hollister Cove, Bartlett, Tennessee 38135, Attention: John P. Welborn; and if to the Customer: The address listed on the first page of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without regards to the principles of conflicts of law. Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement shall be exclusively brought against either party in the appropriate state or federal court of Shelby County, Tennessee, and both parties consent to the exclusive jurisdiction of such courts. This Agreement constitutes the entire agreement between Elite and the Customer with regards to the subject matter covered hereby and supersedes all prior agreements and understandings relating to the subject matter hereof, including the Trailer Reservation. This Agreement may not be changed or modified except by an agreement in writing signed by Elite and the Customer.