

**INSTABAR OF TAMPA BAY**  
**EQUIPMENT RENTAL AND RELEASE OF LIABILITY AGREEMENT**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP  
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

**PLEASE READ CAREFULLY!**

**THIS EQUIPMENT RENTAL AND RELEASE OF LIABILITY, WAIVER OF CLAIMS AGREEMENT** ("Agreement") is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between EASY HOST ENTERTAINMENT, LLC d/b/a InstaBar of Tampa Bay (the "Lessor") with a principal business address of 962 Celtic Circle, Tarpon Springs, Florida 34689 and \_\_\_\_\_ (the "Lessee"), whose address is \_\_\_\_\_.

WHEREAS, the Lessor is the owner of certain Equipment described in Section 2 of this Agreement; and

WHEREAS, Lessee desires to lease the Equipment from the Lessor on a short-term basis and the Lessor agrees to lease the Equipment to Lessee under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**TERMS OF AGREEMENT**

- **Incorporation of Recitals.** The foregoing recitals are incorporated herein by this reference.
- **Description of Equipment.** Lessor hereby leases to Lessee and Lessee hereby leases from the Lessor that certain mobile trailer with fixtures and attachments (the "Equipment"), VIN 7G1BE2229LE005327, including attachments as described in **Exhibit A**, attached hereto and incorporated herein by reference.
- **Lease Term.** The term of this Lease shall commence on \_\_\_\_\_ and shall expire on \_\_\_\_\_. Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender possession of the Equipment back to Lessor or Lessor's agent at the Delivery Location (defined in paragraph 4 below) in good condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, as it was at the commencement of the Agreement.
- **Delivery.** Lessor will deliver the Equipment to Lessee at the following address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

("Delivery Location"). Lessee agrees that the Equipment will remain at the Delivery Location during the Lease Term and until picked up by the Lessor and will not be moved, removed or relocated without express written permission from the Lessor. The date on which Lessee takes possession of the Equipment at such location is hereinafter referred to as the "Delivery Date". Lessee will pay Lessor a pick-up and delivery charge in the amount of \_\_\_\_\_ in addition to rent for the delivery of the Equipment.

- **Rental Payment and Deposits.**

5.1 **Rental Payment.** As rent for the Equipment, Lessee shall pay to the Lessor, the rental payment in the amount of \_\_\_\_\_ ("Rental Payment"). The Rental Payment for the Equipment shall be payable upon execution of this Lease or otherwise as the parties shall agree. Rental shall be in periods of four hour increments. However, if Lessee requests an extension of the rental term, and the Equipment is available for lease term extension, such additional time will be charged at \_\_\_\_\_ per hour. No portion of the rent shall be deemed to constitute payment for any equity interest in the Equipment.

Lessee agrees to payment of all Rental Payment provided for in this Lease regardless of any problems Lessee may have with the Equipment, including its operation, condition, capability or repair, and regardless of any claim, setoff or defense Lessee might have.

5.2 **Rental Deposit.** To reserve the Equipment for the Lease Term, the Lessee shall pay a deposit in the following amount: \_\_\_\_\_ (“Rental Deposit”). The Rental Deposit shall be applied to the amount due for the Rental Payment. Terms of the Rental Deposits are outlined in the Cancellation Policy.

5.3 **Damage Deposit.** To secure performance of Lessee's obligations under this Agreement, Lessee shall pay to the Lessor the sum of \_\_\_\_\_ as a security deposit (the “Security Deposit”). Upon the return of the Equipment to the Lessor in good working order, without damage, the Lessor will refund the Security Deposit to the Lessee. The deposit will be refunded to Lessee within seven (7) days following Lessee's performance of all obligations in this Lease.

- **Cancellation Policy.** Cancellations made 14 days or more in advance of the event date, will receive a 100% refund of the Rental Deposit. Cancellations made 7 days in advance of the event date, will receive a 50% refund of the Rental Deposit. Cancellations made within 6 days of less of the event will forfeit 100% of the Rental Deposit. Modifications to an existing reservation will be considered based on availability. However, if modified during the time frames identified above, forfeiture of deposits will be determined based on Lessor's ability to re-lease the Equipment.

- **Force Majeure: Lessor Cancellation Due to Weather, Mechanical Issues or Unforeseeable Circumstances.** Lessor reserves the rights to cancelation or early termination of a rental if it determines such action is necessary to ensure the safety of persons or equipment due to severe weather, mechanical issues or other unforeseen circumstances. If Lessor is not able to deliver the Equipment due to weather or mechanical issues Lessor will be refunded the unearned prorata portion of the rental payments. Lessor shall not be liable for any consequential or incidental damages for any cancellation due to weather, mechanical issues or other unforeseen circumstances. Notwithstanding anything to the contrary contained herein, the Lessor shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns, malfunctions or mechanical difficulties, labor difficulties, war, or civil unrest.

- **Use by Lessee.** Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, county, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. Lessee shall not use, and shall not permit others to use, the Equipment in any manner that would contravene applicable laws, rules, regulations and other governmental directives, would violate the terms of any manufacturer's or like warranty, or would contravene the manufacturer's reasonable operational standards for the Equipment. If the Lessor notifies Lessee of any additional operational standards, Lessee shall adhere, and shall cause others using the Equipment under this Agreement to adhere, to such standards in the operation of the Equipment. Lessee shall not alter or modify the Equipment without the prior written consent of the Lessor.

- **Alcohol and Criminal Activity Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement.** In consideration of the Lessor's permitting my use of their Equipment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- Lessee hereby acknowledges that Lessor does not provide, sell, or serve alcoholic beverages. Lessor its owners, operators, employees, agents, and servants are not responsible or liable for any damages to myself or third parties that result from the consumption of alcohol by myself or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

- Lessee acknowledges that should anyone consume alcohol in association with the use of the Equipment, Lessee is solely responsible for any and all damages suffered by Lessee or that I may cause to third parties as a result of said consumption to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.
- Should Lessee provide alcohol to family, friends, guests, or third parties in association with the use of the Equipment, Lessee acknowledges that Lessee is solely responsible for any and all damages suffered by Lessee or third parties as a result of providing alcohol to others to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.
- Lessee acknowledges it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21) and Lessee swears and affirms not to provide anyone under the age of twenty-one (21) with alcohol. Lessee further acknowledge that should anyone under the age of twenty-one (21) consume alcohol in association with the Equipment, Lessee is solely responsible for the safety and well-being of that individual and solely liable for any damages that result from someone under the age of twenty-one (21) consuming alcohol to include, but not limited to, property damage, personal injury, death, or disfigurement to themselves, as well as property damage, personal injury, death, disfigurement, or loss of consortium to third parties.
- Lessee acknowledges that I have read this waiver of liability in its entirety and agree with its terms and that I have executed the waiver voluntarily and without any inducement.
- **LESSEE, HEREBY FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, OR ANYONE ELSE WHO MIGHT MAKE A CLAIM ON MY BEHALF, COVENANT NOT TO SUE, WAIVE, RELEASE, AND DISCHARGE LESSOR, ITS OWNERS, OPERATORS, EMPLOYEES, AGENTS, AND SERVANTS FROM ANY AND ALL LIABILITY, PROPERTY DAMAGE, PERSONAL INJURY, DEATH, DISFIGUREMENT, OR LOSS OF CONSORTIUM. THIS WAIVER EXTENDS TO ANY AND ALL CLAIMS OF EVERY KIND OR NATURE WHATSOEVER, FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN. I FURTHER AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY LESSOR, ITS OWNERS, OPERATORS, EMPLOYEES, AGENTS, AND SERVANTS FOR ANY AND ALL CAUSES OF ACTION, CLAIMS, OR LAWSUITS THAT MAY RESULT FROM THE CONSUMPTION OF ALCOHOL OR CRIMINAL ACTS, INCLUDING BUT NOT LIMITED TO ASSAULT AND BATTERY, IN ASSOCIATION WITH THE EQUIPMENT.**
- **Permits.** Lessee shall obtain all permits and licenses necessary for the operation, possession and use of the Equipment.
- **Disclaimer of Warranties.** THE LESSOR DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONCERNING THE EQUIPMENT LEASED UNDER THIS AGREEMENT. EXCEPT THAT LESSOR WARRANTS THAT LESSOR HAS THE RIGHT TO LEASE THE EQUIPMENT, AS PROVIDED IN THIS LEASE. THE PARTIES ACKNOWLEDGE AND AGREE THE EQUIPMENT SHALL BE LEASED AND ACCEPTED "AS IS" WITH ALL DEFECTS.
- **Insurance.** During the Lease Term, Lessee shall keep the Equipment insured at Lessee's expense against risks of loss or damage to the Equipment, such coverage to be in the amount of the replacement value or fair market value of the Equipment, whichever is greater, naming Lessor as loss payee. In addition, Lessee will obtain and maintain, at its own expense, general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate, to cover such liability caused by, or arising out of the Equipment or the use thereof. Prior to the commencement of the term of this Lease, Lessee shall furnish Lessor with a Certificate of Insurance or other evidence satisfactory to Lessor demonstrating that such coverages are in place and the Lessor has been named as loss payee/additional insured with respect to such coverages.

- **Taxes.** Lessee shall pay all sales, use, excise, personal property or other taxes (excepting state and federal income taxes and other taxes upon the "net income" of the Lessor) that may be imposed on either Party as a result of this transaction. Lessee shall indemnify, defend and hold the Lessor, its employees, and agents harmless from all liabilities, suits, judgments, obligations, fines, penalties, claims, costs, and expenses (including reasonable attorneys' fees) arising out of the imposition of, or attempt to impose, any such tax on the Lessor.

- **Utility Charges.** Lessee shall pay all charges for gas, water, steam, electricity, light, heat, power, telephone or other utility service to be used on or in connection with the Equipment. There shall be no abatement or diminution of rent due to the interruption of any such services.

- **Limitations of Damages and Remedies.** Even if advised of the possibility of such damages, in no event shall the Lessor be liable for (i) personal injury or property damages, (ii) lost profits, work stoppage, lost data, or (iii) any other special, indirect or consequential damages of any kind. In the event of the Lessor's breach or failure to perform any obligation under this Agreement, the Lessor's entire liability and the Lessee's exclusive remedy shall be, at the Lessor's option, either (i) return of a portion of the monetary consideration actually paid to the Lessor under this Agreement, up to the total amount of the Rental Payment, or (ii) the Lessor's performance of any obligation that failed to satisfy the terms of this Agreement, including the repair of any damaged or defective Equipment.

- **Condition of Equipment and Damage to Equipment.** Upon acceptance of delivery, Lessee agrees that it or Lessee's agent shall inspect the Equipment and unless delivery is rejected, acknowledges that the Equipment is in good and acceptable condition. Lessor shall surrender the Equipment to Lessor at the end of the term in the same condition as the Equipment is in on the Delivery Date. Lessee shall not make any alterations, additions or improvements to the Equipment, and shall in no way alter, remove or disable any safety devices relating to the Equipment.

Lessee shall be responsible for any loss of or damage to the Equipment from any cause at all, whether or not insured, from the Delivery Date through the lease term. If the Equipment is lost, stolen or damaged, Lessee will promptly notify the Lessor of such event. In no event shall such loss or damage relieve Lessee of its obligations under this Agreement. In the event of such loss or damage, Lessee, at its option, shall: (i) promptly repair the Equipment to return it to good working order; or (ii) replace the Equipment with like Equipment of the same or later model (upon the Lessor's written approval), in good condition and working order, free and clear of all liens and encumbrances and grant the Lessor the right to perfect its security interest in the replacement Equipment and such replacement shall be substituted in this Agreement by appropriate amendment; or (iii) pay the Lessor the replacement value less any rental payments previously paid.

- **Indemnification.** Lessee accepts the full risk of the rental and use of the Equipment, and hereby releases Lessor from any and all claims relating to the Equipment or the use thereof. Lessee shall indemnify, defend and hold the Lessor and its employees and agents harmless from all losses, liabilities, actions, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys' fees and investigative fees) arising out of the rental and use of the Equipment and all acts and omissions related thereto. Except for damages, claims or losses due to Lessor's acts or negligence, Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent. Lessee shall, at Lessor's discretion, appear and defend any such action and pay the cost of the defense of any such action brought against Lessor, either alone or in conjunction with others, upon any such liability or claim. Lessee shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in any such action,

provided that Lessor gives Lessee written notice of any such claim. The obligations to indemnify with respect to matters occurring or arising during the term of this Lease shall continue in full force and effect notwithstanding the termination or expiration of this Lease.

- **Security Interests in the Equipment.** In no event shall Lessee assert any ownership interest in or to the Equipment. Lessee shall not grant or permit any person or business entity to assert a security or other interest in the Equipment. At all times during the Term, Lessee shall ensure that the Equipment is identified as being owned by the Lessor.

- **Ownership.** This is a lease. You are not buying the equipment. The Equipment is and shall remain the exclusive property of Lessor.

- **Entire Agreement; Amendment.** This Agreement (including all attached or referenced exhibits, addenda and schedules) is intended by the Parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the Parties, whether written or oral, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by Lessee in connection with this Agreement shall not be binding upon the Lessor. This Agreement may be amended only in writing duly executed by all Parties.

- **Assignment.** This Agreement may not be assigned by a Party without the prior written consent of the other Party. Any assignment attempted to be made in violation of this Agreement shall be void. In the event of any assignment, Lessee shall remain responsible for its performance and liable for assignee's performance.

- **Governing Law; Consent to Jurisdiction.** The internal laws of the State of Florida shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Pinellas County, Florida.

- **Attorneys' Fees.** The Lessee shall pay all reasonable attorney and other fees, the expenses and costs incurred by Lessor in protection its rights under this rental agreement and for any action taken Lessor to collect any amounts due the Lessor under this rental agreement.

- **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

- **Assignment** Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.

- **Binding Effect.** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

- **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions,

understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.

- **Waiver.** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement

- **No Oral Agreements.** No oral promise, representation, warranty, modification or other agreement between Lessor and Lessee shall be binding. None of the terms of this Lease shall be changed or modified except in writing signed by Lessor and Lessee.

- **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed under seal as of the date first above written.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name as Authorized Representative  
for Easy Host Entertainment, LLC  
d/b/a InstaBar of Tampa Bay