

## Draft Equipment/Trailer Rental Agreement

**THIS DRAFT EQUIPMENT/TRAILER RENTAL AGREEMENT** ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013 by and between \_\_\_\_\_ ("Renter"), located at \_\_\_\_\_, and Matesich Distributing Co., an Ohio corporation ("Matesich"), with offices located at 1190 E. Main Street, Newark, OH 43055. Matesich agrees to rent a draft trailer as defined below and in consideration thereof, the Renter agrees as follows:

1. Matesich will rent to Renter the draft equipment described on Exhibit "A" attached hereto and incorporated herein by reference. Said draft equipment will be rented for the period of \_\_\_\_\_. The draft equipment will be returned in full working order and in the same condition as delivered to Renter.
2. The Renter hereby agrees to indemnify, defend and hold harmless Matesich and its employees, subsidiaries, affiliates, agents, officers, successors, assignees and representatives from any and all liability, loss, damage, or expense, including attorney's fees, which arise out of, occur during, or are in any way connected to, or arising out of, the rental of the draft equipment unless caused by the negligent act of an employee of Matesich.
3. The Renter acknowledges that Matesich has provided the equipment listed on Exhibit "A" for the Renter's use during the stated period above. In addition, the Renter acknowledges and accepts full responsibility for any and all liability, loss, damage, theft, vandalism, or expense, including attorney's fees, which arise out of, occur during, or are in any way connected to, or arising out of, the rental of the draft equipment. Renter shall be responsible for carrying general liability and property damage insurance on the draft equipment during the rental period. Said insurance coverage shall include automobile liability for transporting the draft equipment to/or from Matesich's office if Renter transports to or from Matesich's offices. Renter shall provide evidence of said insurance coverage to Matesich.
4. The Renter acknowledges that without a valid Liquor permit, alcoholic beverages may not be re-sold to guest or invitees, whether by the individual drink or container or by the inclusion of said purchase price in an admission fee or charge. The Renter also acknowledges that it is their responsibility to ensure that only persons who are 21 years of age or older consume, or are otherwise furnished, the product contained therein. Non-compliance of this provision by the Renter may provide for substantial criminal penalties and is the sole responsibility of the Renter.
5. This agreement constitutes the entire agreement between the Renter and Matesich. No prior or contemporaneous representations, whether oral or written not contained herein, shall be of any effect. This Agreement shall not be modified, changed, or altered in any respect, except in writing, executed by the Renter and Matesich. This Agreement may be executed in one or more counterparts, each of which shall be deemed a duplicate original, and all of them shall constitute one and the same Agreement; provided, however, that it shall only be necessary to produce one duplicate of each Agreement for proof. This agreement shall be binding upon the successor and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the Renter and Matesich have hereunto caused this Agreement to be executed as of the date first above written.

Matesich Distributing Co.,  
An Ohio corporation

Renter:

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

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

EXHIBIT "A"

Trailer(s)	Size	License Plate Number (s)
<u>#542 - Yuengling</u>	12L X 5W X 8 H	TMS7256
<u>#543 - Bud</u>		TMS7257
<u>#544 – Bud</u>		TMS7258
<u>#545 – Bud Lt</u>		TMS7259
<u>#546 – Bud Lt - Waymatic</u>	16L X 8 W X 7.5 H	TMD6776

Equipment	Quantity
CO2 tank(s)	_____
Tap handle(s)	_____
Wheel chock(s)	_____
Extension cord(s)	_____
Key set(s)	_____
Other	_____