



Rental Agreement, Terms, and Conditions

Rental Agreement (this “**Agreement**”) between Molly’s Margaritas LLC (“**Molly’s**” or “**We**”) and You, the Customer, listed below, and subject to the Rental Terms and Conditions on this page.

Event Address: (Point Pleasant, Bay Head, Mantoloking, Lavallette, Seaside Heights, and Seaside Park NJ Only)

Molly’s agrees to rent to You the Equipment listed above subject to the following terms and conditions.

1. The Event

The Event Time is the four (4) or nine (9) hour window selected above. We require at least 30 minutes before the start of the Event for set-up and at least 30 minutes after the end of the Event for pick-up. There will be an additional charge of \$375.00 if the Equipment is not available for pick-up promptly at the end of the Event.

2. The Fee

The Fees includes the Equipment, delivery, set-up, cleaning, and pick-up. Bartenders are not included – Molly’s Margaritas is a self-serve operation. Payment may be made by Check, Wire, Venmo, or Zelle. Full payment of the Fee is due 7 days prior to your Event Date. The Fee does not include all applicable governmental taxes. No credit will be issued for unused Equipment.

3. The Deposit

Upon execution of this Agreement, You shall deposit with Molly’s the Deposit amount set forth above, as security for Your compliance with the terms and conditions of this Agreement. The rental is confirmed when Molly’s receives the Deposit and Rental Agreement signed by You. The Deposit is refundable up to 14 days prior to the Event Date. You can reschedule the Event Date no more than once upon no less than 14 days before the Event Date, as long as the Event Date is rescheduled within the same calendar year. Rescheduling for a second time is not permitted. Molly’s shall retain the Deposit if the Event is cancelled less than 14 days prior to the Event Date.

4. The Equipment

Molly’s will supply one frozen beverage machine with three different beverage mix flavors, cups, straws and salt. Molly’s does not supply any alcohol. You assume all responsibility pertaining to the use of alcohol with the beverage machine. The beverage machine will be transported to the Event and will be fixed onto either a 1975 Volkswagen Bus or a 1968 Volkswagen Beetle Convertible, as selected above (each, a “**Vehicle**”). The Equipment shall include one Vehicle, which may not be driven by the customer. Further, the gears on the Vehicle may not be shifted, the hand brake may not be released and the steering wheel may not be moved. Molly’s does not provide the electricity needed to power the Equipment, but the Equipment comes equipped with a 150 foot extension cord.

You are responsible for all Equipment while in your possession. You acknowledge that You have inspected the Equipment prior to taking possession thereof and find it in good working order. You acknowledge that you have received instructions for operation, care and use of the Equipment and will not permit anyone not familiar with the Equipment to operate the Equipment. Molly’s shall have the right to substitute the Equipment with other similar Equipment. No one under the age of 21 is allowed to operate the Equipment. Molly’s will not be liable for any failure of the Equipment if the Equipment is moved after Molly’s set-up.

You must return the Equipment in the same condition as when delivered, ordinary wear and tear excepted. If any part of the Equipment is returned in a damaged or excessively worn condition requiring service or repair, You shall pay Molly’s the reasonable cost of repair or replacement. Should the Equipment become damaged or unsafe, or malfunction or require repair, during the Event, You shall immediately discontinue using the Equipment and notify Molly’s. If the need for repair is the result of normal operation, Molly’s will repair or replace the Equipment with reasonably similar Equipment, if available. If the Equipment cannot be repaired or replaced during the Event, Your sole remedy for any failure or defect in the Equipment shall be to receive a refund of the Fee for the period accruing after the time of Equipment failure. Molly’s has no obligation to refund any portion of the Fee or repair or replace any Equipment rendered inoperable by misuse or abuse during the Event. If the Equipment is damaged or stolen while in Your possession, You will be held financially liable for repair or replacement. Molly’s maintains a non-smoking fleet, including a prohibition on the use of e-cigarettes in the Vehicle. If the Vehicle has an odor or is soiled from smoke or vapor or liquid of any kind, Molly’s will charge a minimum of \$500 for cleaning odor removal.

5. Release

You are to use the Equipment in a careful, responsible and proper manner, in compliance with all instructions and laws and at Your sole risk. Molly’s shall not be liable to You or any of Your agents, employees, principals, guests, invitees or other third parties (the “**Customer Parties**”), and You hereby fully absolve, waive and release, on Your behalf and on behalf of the Customer Parties, Molly’s and the Molly’s Parties (as hereinafter defined) from any and all liabilities, claims, losses, damages, costs and expenses (including reasonable attorneys’ fees), with respect to any injury or death to person or damage to or loss or destruction of any property, whether foreseeable or not, by or from any cause whatsoever, including, without limitation, whether caused by, resulting from or in any way connected with the Equipment, its set-up, transportation, handling, operation or its use, or any failure or defect in the Equipment, or any act, omission or occurrence in or about the Event, or any act or omission of Molly’s or the Molly’s Parties, that You or the Customer Parties may suffer. There shall be absolutely no personal liability on the part of Molly’s Parties, whether disclosed or undisclosed, with respect to any of the terms, covenants and conditions of this Agreement. Molly’s is not the manufacturer, representative, nor the agent for the manufacturer of the Equipment, therefore no warranties are given, expressed or implied as to the design, quality, capacity and safety of the Equipment.

6. Indemnification

You shall indemnify, defend, and hold Molly’s, its employees, owners, officers, directors, shareholder, member, investors, agents, consultants, assignees, affiliates, partners, contractors, attorneys, accountants, advertisers, and any and all other individuals and organizations providing services on behalf of Molly’s (“**Molly’s Parties**”), harmless from and against any and all claims, liabilities, damages, losses, judgments, and expenses (including reasonable attorneys’ fees) which may be imposed upon or incurred by Molly or Molly’s Parties, arising out of or relating to: (a) any injury, death, loss or damage to any person or property during the Event or through the use or misuse of the Equipment; and (b) any breach or alleged breach by You of the terms and conditions of this Agreement. This indemnity provision also applies to any claims asserted against Molly’s based upon strict or product liability causes of action. If any legal proceedings are brought against Molly’s in connection with the Event and/or this Agreement, You shall defend Molly’s and any of Molly’s Parties named in such proceedings. You shall pay all costs and expenses incurred by Molly’s in connection with the enforcement of this Agreement. This provision shall survive the expiration or early termination of this Agreement.

7. Miscellaneous

This Agreement may be terminated by, and is revocable at will by, Molly’s. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. This Agreement represents the entire agreement between You and Molly’s with respect to the rental of the Equipment. This Agreement may not be modified in any way except by a written document signed by the parties hereto. This Agreement may be signed and/or transmitted by e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign), such signed electronic record shall be valid and as effective to bind You.