



**PICONE FAMILY - LA DOLCE CASA
"PIAGGIO APE"**

**BEER/WINE/LIQUOR MINI TRUCK RENTAL
AGREEMENT AND CONDITIONS**

This Mini Truck Rental Agreement (the "Agreement") is entered into on this _____ day of _____, 20____ (Effective Date) by and between the "Rentor" and "Owner" (the Parties) of the Mini Truck as Identified below and shall abide by all of the terms and conditions:

Owner: Picone Family - La Dolce Casa
16 West Broad Street, Tamaqua, PA 18252

Renter: _____
 Name _____ Primary Contact _____

 Address _____ Phone _____

NOW THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants set forth herein, and with the intent to be legally bound hereby, the parties agree as follows:

1. **Term of the Agreement.** This Agreement shall not become effective until both parties execute this Agreement.

2. **Rental Period** is as follows:

Date: _____

Start Time: _____

End Time: _____

Place for Delivery: _____

3. **Rental Fee** is as follows:

Flat fee per day: \$_____ (t.b.d.)

Delivery fee: \$_____ (t.b.d.)

Deposit: \$_____ (t.b.d.)

Rental fee shall be paid commensurate with the above and at the execution of the Agreement. Once paid, the rental fee is non-refundable. The deposit shall be refundable and returned after the mini truck is inspected for damages and approved by the owner.

4. **Drop Off and Pick Up.** Owner shall provide the mini truck to the renter's specified location (1) one hour in advance of the renter's event and shall pick up said mini truck (1) one hour after renter's event.

5. **Responsibility for Damage or Loss.** The renter is responsible for all damage to the mini truck even if said damage exceeds the \$250.00 deposit. Renter is responsible for theft or loss of the mini truck during the rental period. Renter may be liable for full replacement cost of the mini truck if said mini truck is deemed "totaled" and/or has sustained irreparable damage. Renter must immediately report all intentional damage and/or any accident involving the mini truck to the owner and shall file a police report referencing the accident/incident.

6. **Use of the Mini Truck.** Renter shall be solely responsible for the management and operation of the mini truck while said mini truck is in its' possession. At no time shall the renter be permitted to move the mini truck from the location as placed by the owner.

The mini truck shall solely be used for dispensing beverages; i.e., beer, wine, and liquor.

Prohibited Uses:

- No beverages or other items may be dispensed from the mini truck other than beverages approved by the owner.
- No food or other items may be stored on the mini truck.

- Renter shall not adjust any Co2, beer gas, cooperage, keys, handles, temperature gauges, or other items in connection with dispensing beverages with out permission from the owner.
- Renter shall not attach any signage or other materials to the mini truck.
- Renter shall not permit any persons under twenty-one (21) years of age to dispense beverages or consume any alcohol as being dispensed.

7. **Compliance with State and Local Laws.** Renter shall comply in full with Pennsylvania law and any local law and/or ordinance governing the dispensing of alcoholic beverages. It shall be renter's responsibility to obtain and secure any required license and/or permit necessary to dispense alcoholic beverages at the situs.

8. **Assignment.** Renter shall be prohibited from assigning their rights and usage of said mini truck to any other individual and/or entity.

9. **Release from Liability.** Renter assumes all risks of injury, loss of life, and damage to persons and property during such activity, fully realizing that owner or its' agents, employees, successors and assigns area held harmless from all liabilities, claims, demands, costs, losses, expenses, or compensation of whatever nature for loss, damage, or injuries to persons and property sustained by me, my heirs, personal representatives, successors and assigns and all other persons, resulting from or in any way connected with transporting or use of equipment furnished by owner or its agents whether directly or indirectly caused or contributed to said injury, loss of life or damage to persons or property by their negligent acts, gross negligence or recklessness. I further agree to reimburse owner for all court costs and attorney's fees in defending an action.

10. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties and that no other agreements, oral or written, are binding upon the Parties unless stated in this Agreement. This Agreement may only be modified by a written agreement that is signed by both Parties. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, shall not be affected, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law. This Agreement may

not be assigned to a third Party without the written consent of owner. This Agreement shall be governed by, and construed in accordance with, the internal Laws of the Commonwealth of Pennsylvania without giving effect to any principles or conflicts of laws. Each Party hereby irrevocably submits to the jurisdiction of any State or Federal Court sitting in Schuylkill County, Commonwealth of Pennsylvania, in respect of any suit, action or proceeding arising out of or relating to this Agreement, and irrevocably accepts for itself and in respect of its property, generally and unconditionally, jurisdiction of such courts. This Agreement may be executed in any number of counterparts and in electronic format, each of which when so executed and delivered (whether electronically or otherwise) shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and intend to be bound thereby as of the Effective date stated above.

RENTER

OWNER

By: _____

By: _____

Title: _____



Picone Mobile Tap Bar



La Dolce Casa