

J Bar Enterprises

2105 South Water Street Burnet, Texas (US),78611

Ph: (830) 598-5227

Email: info@gojbar.com

Website: <http://gojbar.com>



J Bar Enterprises LLC **Master Rental Agreement**

DELIVERY TERMS:

Shipment of the identified product/service to the customer will be made following the receipt of a customer-signed copy of this rental agreement, along with a current, signed new-customer package from the customer, including a credit card authorization form and a copy of a valid driver's license. These forms must be signed by the customer(s) prior to delivery.

PERIOD OF AGREEMENT:

This rental agreement will commence on the day this agreement is signed and remains effective for all future rentals until terminated by either the customer or J Bar and notice is provided to the other party in writing. During the period of this agreement, if the customer requires a Purchase Order (PO) number to be appended to the J Bar invoice, it is the customer's responsibility to ensure the PO number and all contact information is current. Expired or internally canceled PO numbers do not absolve the customer of their fiduciary responsibility regarding this contract.

CANCELLATION:

Customer(s) must notify J Bar Enterprises of intent to cancel 24 hours prior to the scheduled delivery. Failure to provide this notice will result in a cancellation fee of 5% of the quoted price or a \$25 minimum charge, whichever is greater, unless stated otherwise in a formal quotation.

EQUIPMENT DAMAGE WHILE ON RENT:

Acceptance of the J Bar equipment constitutes Customer's acknowledgement that the equipment is in working order and free of defects. If the equipment is later damaged during the rental period, the equipment rent will continue without discount and will not terminate until the day that it is received back by J Bar Enterprises. J Bar will then determine the cost to repair the equipment using the prevailing market value of the equipment/material and labor and provide the customer with an estimate for the repair. If the equipment was damaged by a subcontractor to the customer, the customer is responsible for all payment to J Bar Enterprises. Under no circumstances is the customer permitted to move the equipment to a different location once it has been placed by J Bar Enterprises.

REPAIRS OF DAMAGE TO STRUCTURES OTHER THAN J BAR EQUIPMENT:

Should the equipment cause damage to the surrounding area, J Bar Enterprises is only responsible if this is due to our negligence. It is the site manager's responsibility to determine a suitable placement to minimize the site's exposure to this type of damage.

DAMAGES CAUSED BY J BAR ENTERPRISES:

The customer is to provide pictures of the damage, 3 quotes and signed damage agreement to the General Manager of J Bar Enterprises.

CARE OF EQUIPMENT:

Customers agreed to provide proper care for J Bar equipment and to return the equipment in good working conditions at the end of the rental period. The customer is responsible for notifying J Bar Enterprises if the equipment needs to be serviced while on rent. An extra service charge will apply to each extra service. The customer is also responsible for determining the placement of the equipment on their site so as not to cause damage to the site while J Bar Enterprises delivers services or

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picks up the equipment. J Bar equipment must be **no further than 20 feet** from an improved roadway to be accessible by truck for servicing. If customer instructs J Bar to place equipment farther than 20 ft. from improved roadway, service will not be completed during times of rain due to the possibility of our service truck getting stuck in unimproved areas. Additionally, if on service, delivery, or pickup day, there are vehicles, materials, etc. blocking access to the equipment, the driver will attempt to have the vehicles moved. If this can't be accomplished in a timely manner, the unit will be skipped for service. If service is skipped due to inaccessibility customer will be responsible for the cost of an additional trip charge to complete the service, delivery, or pickup. Customer(s) shall not make any modifications, alterations, or changes to the equipment without prior written consent from J Bar Enterprises. Any unauthorized modifications will be removed, and equipment will be corrected to original status, at Customer's expense.

LOSS OF EQUIPMENT:

In the event the equipment is stolen or damaged beyond repair, the customer is responsible for the full purchase cost of equivalent new equipment.

DEFAULT:

Should the Customer fail to fulfill their financial obligation to J Bar Enterprises after 30 days of the invoice due date for the rental of the equipment, or should the customer fail to return the equipment, the credit/debit card or bank account on file will be charged for the full amount due on the account. If after 45 days of non-payment and attempts to run the credit/debit card result in it being declined, the equipment on site will be scheduled for pick-up, the account will be suspended, and a demand letter will be sent to the customer. Seven (7) days after the letter of demand (52 days past due) a mechanic's pre-lien notice will be sent to the customer and the registered owner of the property where services were rendered. If a mechanic's pre-lien notice is sent, the customer will be assessed a one-time administrative fee, at the prevailing J Bar rate, to cover the cost of preparing and delivering the pre-lien notice. A one-time late fee of 10% will be applied to the outstanding invoice(s). If it becomes necessary to take collections action, including but not limited to securing a mechanic's lien on the property where service was provided, the customer will be liable for all legal and/or administrative fees associated with the collection of the past due account. J Bar Enterprises also maintains the right to enter upon the premises where the equipment may be, without notice, and take possession of and remove it at the Customer's expense, all without legal process. The Customer hereby waives any claims for damages from any such entry, retrieval, or removal. In the event of a voluntary or involuntary petition for bankruptcy or receivership filed by or against the Customer, the rental agreement shall be terminated on the filing date, and the equipment shall be returned to J Bar Enterprises, and all unpaid rents shall be paid by the undersigned. The customers' signature of this rental agreement will constitute both their corporate and personal guarantee to J Bar Enterprises that the entire contract will be upheld, and its invoices will be paid. This rental agreement is valid from the date signed and remains effective for all future rentals until the customer terminates this agreement in writing. **Be advised that J Bar Enterprises does utilize Texas Penal Code 31.04, which may result in charges from a Class A misdemeanor up to a first-degree felony.**

SPECIFIC PRODUCT RENTAL TERMS AND CONDITIONS

In addition to the general terms and conditions defined within this agreement, the following are terms and conditions specific to each unique product/service line. These additional terms and conditions only apply to the equipment and services the Customer is currently renting or will rent in the future during the period of this agreement.

___ Restroom Trailer/Luxury Trailer:

Attempting to move a restroom trailer with contents in the holding tank may cause damage and a handling charge will be assessed at the prevailing J Bar rate, plus any additional damage charges. The customer is not permitted to contract with any other company for the pumping, servicing, or relocation of restroom trailers owned and/or placed by J Bar Enterprises.

Any unauthorized modifications will be removed, and equipment will be corrected to original status, at Customer's expense. Please note that an additional charge of \$500 will be assessed for cleaning of vomit and/or excessive soiling.

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To initiate all orders, the Customer must agree to the following payment terms. Confirmation of the Customer's acceptance of these terms will be established by signing below. No orders will be final until the Company receives a signed copy of this document.

- 1) At time of acceptance of this document, a 50% deposit is due; no orders will be held until deposit is collected.
- 2) The full balance, including any applicable taxes, surcharges, or add-ons, is due 2 weeks prior to delivery date.
- 3) For an immediate rental request, payment in full must be paid prior to delivery.

The Customer may cancel this order, reduce quantities, revise specifications or extend schedules only by mutual written agreement and agrees to pay the following cancellation charges.

- a) 60 Days' Notice of Cancellation: 100% of Deposit Returned to Customer
- b) 30 Days' Notice of Cancellation: 50% of Deposit Returned to Customer
- c) Less than 30 Days' Notice of Cancellation: No Deposit Returned to Customer
- d) If a customer rents a trailer less than 2 weeks prior to the event and pays in full at the time of booking, all sales will be final, and no refund will be issued regardless of cancellation.

COMMERCIAL CUSTOMERS: All orders require a Certificate of Insurance naming J Bar Enterprises as "Additional Insured" & loss payee in the amount of \$65,000 to include special form including theft & vandalism.

RESIDENTIAL CUSTOMER: All orders require insurance coverage. You will be charged for J Bar's rental protection plan which is a charge equal to 10% of the total trailer rental before tax.

Customer is solely responsible for securing all necessary site permits/permission from the municipality, city and/or site owner. In addition, customers acknowledge that the event site has access to water and power as outlined below:

- A) POWER ONSITE:
- B) WATER ONSITE:

___ **Sanitary Restroom:**

Effective 01/01/2016 per Horseshoe Bay (HSB) City Ordinance 3.03.014 all portable sanitary restrooms located within the City limits or the ETJ (be aware that Wilderness Cove, and some areas south of Highway 71, are within the ETJ and are subject to enforcement) of the City of Horseshoe Bay when installed must be concealed entirely on the three sides facing the street consisting of chain link material in an earth tone color, eight feet (8') high, attached to the ground and having a 95% privacy rating. They only exceptions to the being that as an alternative to the chain link screen you may choose to build a structure around the toilet that matches the existing house or the proposed house in masonry, stucco, and roofing material (standing seam or clay tile), and any remodel project where the portable sanitary restroom is on site less than 90 days is not required to be screened. The penalty for non-compliance is J Bar's current fee which will be deducted from your permit deposit fee.

Attempting to move a sanitary restroom with contents in the holding tank may cause damage and a handling charge will be assessed at the current J Bar rate, and the associated cost of repair for damages incurred. The customer is not permitted to contract with any other company for the pumping, servicing, or relocation of sanitary restrooms owned and placed by J Bar Enterprises.

___ **Hand Wash Station:**

All hand washing stations are for hand washing only and are supplied with non-potable water. This water is not safe for human consumption. It may contain contaminants that could pose a health risk if ingested. This water is for hand wash purposes only. If accidentally swallowed, seek medical attention immediately.

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___ **Holding Tank:**

Customer agrees not to hold J Bar Enterprises responsible for any damages to property or personnel, from use or misuse of the rented Holding Tank and to comply with all laws and regulations, present and future, relating to the operation, and use of the Holding Tank. It is the responsibility of the customer to ensure the Holding Tank is in a secure location to prevent theft, damage, leaks or spills of the holding tank.

___ **Trailer Mounted Sanitary Restroom (SR Runner):**

Attempting to move a restroom trailer with contents in the holding tank may cause damage and will be assessed a \$250 handling charge plus any additional damage charges. The customer is not permitted to contract with any other company for the pumping, servicing, or relocation of restroom trailers owned and/or placed by J Bar Enterprises.

___ **Special Event Sanitary Restroom:**

Any units delivered or picked up on Saturday or Sunday will incur \$150 after hours fee. Attempting to move a sanitary restroom with contents in the holding tank may cause damage and a handling charge will be assessed at the current J Bar rate. The customer is not permitted to contract with any other company for the pumping, servicing, or relocation of sanitary restrooms owned and placed by J Bar Enterprises.

___ **20-Yard Roll Off Dumpster / 30-Yard Roll Off Dumpster / 40-Yard Roll Off Dumpster:**

The fee charged to the customer includes delivery, pickup, and dump fees within the allowed weight limit. Daily rental of the container will be billed at quoted rate beginning on the day of delivery. The maximum allowed weight limit for J Bar dumpsters is 3 tons.

Concrete/asphalt, tires, wire, hazardous liquids including paint, and appliances containing Freon are not permitted to be mixed with general waste and will be charged a hazardous/hard-to-dispose of fee per cubic yard and must be disposed of in a separate container. If you are concerned with these extra charges, please contact J Bar before loading these materials in the container. This container must be loaded evenly. **This container must not be loaded above the top of the container, to do so beyond the top of, or over the sides of the container can cause a weight imbalance during transport that is dangerous, will interfere with J Bar Enterprises automatic tarp system, and will be subject to a \$200.00 overfill fee.** Any excess weight beyond the above stated weight limits will be subject to an overweight charge based upon J Bar's currently advertised overweight fee at the time the dumpster is delivered to the landfill. All weight is determined at the time of dumping by the appropriate landfill scales.

If the dumpster is overloaded to the point that J Bar equipment cannot pick up the dumpster the load will be dumped at the site and the customer will be responsible for reloading the dumpster within the weight limit and a trip charge, at the current J Bar rate, will be assessed for lost productivity. The customer is responsible for the proper loading of the container as the overweight loading of the container can cause damage to the asphalt or any other surface on which the container rests. The customer is also responsible for determining the placement of the container on their site so as not to cause damage while J Bar Enterprises delivers or picks up the container.

Should the container cause damage to the concrete or asphalt during loading or unloading, J Bar Enterprises is not responsible. We have specifically identified that heavy containers may cause damage to the surfaces they are placed on, and that the placement of these heavy containers is the site customer's responsibility in determining a suitable placement to minimize the site's exposure to this type of damage.

___ **RV Services:**

This agreement is for service of customer owned property only. No rental equipment is provided. J Bar Contractor Services agrees to pump customer-owned RV System. If a customer owned unit access point is farther than 100 ft. from improved roadway service will not be completed during times of heavy rain due to the possibility of service truck(s) getting stuck in unimproved areas. Additionally, if on service day, there are vehicles, materials, etc. blocking access

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the driver will attempt to have vehicles moved, but if this can't be accomplished in a timely manner the unit will be skipped for service. If service is skipped due to inaccessibility, the customer will be responsible for the cost of an additional service charge if the unit needs to be serviced before the next scheduled service day. Customers agree not to hold J Bar Enterprises responsible for any damage to property or personnel that takes place in the normal course of service. It is the responsibility of the customer to ensure that their equipment is maintained in good working conditions to facilitate J Bar performing the agreed service. It is expressly understood and agreed that this is a contract for service only, and that nothing contained in this agreement shall be construed as conveying to the Customer any right, title, or interest in the equipment used for servicing.

INDEMNIFICATION:

Client agrees to indemnify, defend and hold harmless J Bar Enterprises and its officers, directors, employees, agents and affiliates (the "Indemnified Party") from and against all claims, liabilities, damages, losses, costs and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of or in connection with

- a. Any breach of this agreement by Client.
- b. Any negligent or wrongful act or omission of Client or its employees, agents or representatives.
- c. Any violation of applicable laws or regulations by Client.
- d. Any infringement of intellectual property rights, including copyrights, trademarks, or patents, caused by Client's actions.
- e. Any bodily injury, death, or property damage caused by Client's products, services, or actions.
- f. Any failure by Client to fulfill its obligations under this agreement.
- g. Any third-party claims arising out of or related to Client's performance or non-performance under this agreement.

Procedure: If such Claim arises, the Indemnified Party shall promptly notify the Client in writing of such Claim. Client shall have the right to assume control of the defense and settlement of the Claim, with counsel of its choice, provided that the Indemnified Party may participate in the defense at its own expense. Clients shall not enter any settlement that affects the rights or obligations of the Indemnified Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld.

Limitations: Client's indemnification obligations shall not apply to the extent that any Claim arises out of the gross negligence or willful misconduct of the Indemnified Party.

Survival: The indemnification obligations set forth in this clause shall survive the termination or expiration of this agreement for any reason.

It is expressly understood and agreed that this is a contract for rental only, and that nothing contained in this agreement shall be construed as conveying to the Customer any right, title, or interest in the equipment, other than as a rental.

J Bar Enterprises may terminate this agreement at any time for reasons of misuse or neglect of the equipment.

GOVERNING LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflict of law principles. Any legal action or proceeding arising out of or relating to this agreement shall be brought exclusively in the state or federal courts located in Burnet County, Texas. The parties hereby consent to the personal jurisdiction and venue of such courts.

Waiver of Forum Non-Conveniens: The parties hereby waive any objection to the jurisdiction or venue of the courts in Burnet County, Texas and waive any right to assert the doctrine of forum non conveniens or similar doctrine to challenge the chosen jurisdiction.

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EXTENSIONS:

In the event an extension of the contract is needed it is the Customer's responsibility to contact J Bar Enterprises as soon as possible to request the extension. J Bar Enterprises is generally happy to accommodate an extension provided there are trailers available. However, because of possible scheduling conflicts, especially during high season (March-June and Sept-Dec) J Bar Enterprises cannot guarantee that the unit(s) will be available past the original contract date. Also, extensions that fall during high season, holidays, or peak events/festivals (including but not limited to: Austin City Limits, July 4th, Labor Day, Memorial Day, Christmas, South by Southwest etc.) may be subject to higher pricing.

COMPANY NAME

CUSTOMER PRINTED NAME

DATE

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Credit Card & ACH Authorization Form

J Bar Enterprises takes credit/debit card number or ACH information as a security deposit on all rental accounts. If you choose, you may authorize this account to be used as payment for your bill at the time the invoice is generated. If you would like to pay, please select the private pay option below. If your alternate form of payment is not received within 30 days after the invoice due date, we will charge your card for the balance on your account.

Select One: ACH Visa Mastercard AMEX Other

Name on Card/Account

Card Number

Expiration

Security Code

9 Digit Routing Number

Account Number

Account Owner

Billing Address

City

State

Zip

Place my account on autopay for the services I have ordered. Copies of your invoices and credit card receipts will be sent to you via email after every charge.

Please set my account to private pay for the services I have ordered. I will submit payment by check upon receiving my invoice via email.

I understand that all credit card payments will be assessed a 4.00% non-refundable processing fee

My signature below confirms that I am authorized to make charges to this credit/debit card and/or bank account and authorize J Bar Enterprises, LLC to process payments in accordance with the terms outlined above. I understand that if my financial obligation to J Bar Enterprises is not fulfilled within 30 days after the invoice due date, the payment method on file may be charged for the outstanding balance. This authorization applies to all current and future services I request. If payment remains outstanding for more than 30 days and a payment attempt is unsuccessful, a one-time late fee of 10% will be applied to the outstanding invoice balance and will continue to accrue every 30 days until the balance is paid in full.

Customer Signature

Date

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Copy of Valid Driver's License Form

The Customer is required to provide a valid and legible photocopy of his or her driver's license as part of the documentation required by J Bar Enterprises. The driver's license must correspond to the credit card or ACH account information supplied in the preceding form. Failure to provide a matching and valid driver's license may result in delays in processing the Customer's application and in the delivery of any requested rental equipment. All required documentation shall be submitted to **info@gojbar.com**.

By signing below, the Customer acknowledges that he or she has read and understands the foregoing requirements and agrees to provide the requested information.

CUSTOMER SIGNATURE

DATE