

T&D Party Wagon Public Event Agreement

THIS EVENT AGREEMENT (“Agreement”) is made by and between the undersigned (the “Client”), and TA Investments LLC (the “Company”) as of the last date indicated below. WHEREAS the Company operates a bus rental and chauffeur business that rents a certain party bus (the “Bus”) to those seeking a premier party experience. WHEREAS the Client wishes to rent the Bus and hire the Company to chauffeur the Client and their guests (the “Guests”) to certain destinations (the “Venues”) as part of a trip (the “Trip”) for the Client. NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto hereby agree as follows:

1. RESERVATION POLICY. A blank reservation form is attached hereto as Exhibit A. Upon the Company’s receipt of such form completed by the Client, the Company will contact the Client to finalize logistics and payment. Regardless of the final method of payment, a valid credit card (the “Client Card”) and non-refundable deposit of \$25 are required to reserve the Bus for a Trip. Failure to comply with the terms of this Agreement could result in charges to the Client Card.

2. PAYMENT. A. The Client agrees to pay \$25 (the “Public Tour”). Payment is due in full prior to the Company allowing anyone on the Bus. No refunds are given for a Trip that end early.

3. ALCOHOL CONSUMPTION. The Client and their Guests shall ensure that no person on the Trip under the age of 21 consumes, possesses, or distributes alcoholic beverages at any time on the Bus. If, in the Company’s discretion, the Client or their Guests have allowed a person on the Trip under the age of 21 to consume, possess, or T&D Party Wagon distribute alcohol, then the Trip will immediately end, all persons will be directed to disembark from the Bus and find alternate transportation, and no refund will be given.

4. EMERGENCY EXITS. In the event of an emergency, the Bus is equipped with emergency exit levers that are accessible to the driver and passengers from the inside of the Bus. These levers are to be used only in the event of an emergency in which access to the main door of the vehicle is obstructed or rendered impossible under the circumstances. Any tampering with or improper use of the emergency levers shall result in termination of the Trip. No refunds are given for Trips that end early due to tampering with or improperly using of the emergency levers and all passengers will need to arrange further transportation.

5. DAMAGE TO BUS; CLEANING. A. The material and labor cost for any damage to the Bus that is incurred during the Trip, whether willful or accidental, will be charged to the Client Card. This includes anything missing or stolen from the Bus. B. If anyone expels bodily fluids or substances (including vomit, blood, urine, or feces) during the Trip, the Client Card will be charged a service fee of \$100 per person, per occurrence. C. At the end of the Trip, all empty cans or other refuse shall be removed from the Bus and discarded. Failure to so clean the Bus at the end of the Trip shall result in the Client Card being charged a \$100 cleaning fee.

6. OTHER POLICIES. A. The Client and their Guests enter Bus at their own risk. Client is responsible for informing all Guests of the terms and conditions of this Agreement. B. The Company is not responsible for items lost or stolen on the Trip. C. The Bus is smoke free. If smoking does occur, the Client Card will be charged a cleaning fee of \$100 fee for each person smoking, per occurrence. D. No sexual activity, drugs, weapons, violence of any kind, threats, or intimidation are permitted. If such issues arise, in the discretion of the Company, the Trip will end, no refund will be given, the Client and their Guests will need to arrange for alternate transportation. E. The Company reserves the right to expel any person from the Bus who breaches any provision of this Agreement. A driver who expels a person from the Bus at any place other than a

Venue will only do so at a well-lit public location. T&D Party Wagon F. The Client is the only party with the authority to instruct the driver of the Bus to depart from one Venue to another. Any of the Guests who are not on the Bus at the time of departure will need to arrange for their own transportation. G. After departing a Venue, the subsequent Venue must be decided upon within 30 minutes, i.e., “cruising time” is limited to 30 minutes between any two Venues.

7. FORCE MAJEURE. T&D Party Wagon shall not be liable for any delay in arrival or departure times caused by the occurrence of any contingency beyond the control of T&D Party Wagon, including accidents, breakdowns, traffic and road conditions, storms, or any other act of God. Client waives all right to consequential damages, and any liability shall be limited to the total event cost.

8. INDEMNIFICATION. A. The Client agree to release, indemnify, hold harmless, discharge, and covenant not to sue the Company, its members, managers, officers, directors, employees, contractors, or agents (the “Indemnitees”) from any liability, claim, demand, loss, or cause of action (including associated attorneys’ fees and costs) that arises during the Trip, whether on the Bus, at a Venue, or in transit, sounding in tort, contract or otherwise, from alcohol or drug usage, from my or another’s actions or inactions, foreseen or unforeseen, liquidated or contingent, direct or derivative, or otherwise, including if arising from the Indemnitees’ negligence (the “Indemnification Obligations”). The Indemnification Obligations arise upon threat of claim, investigation, or litigation and is not tolled until the commencement of an action. B. The Client acknowledges that the Company has no control over the Venues or the activities that take place therein and agrees that the Company bears no responsibility for anything that occurs at a Venue. C. Attached hereto as Exhibit B is the Transportation Waiver & Release of Liability (the “Liability Waiver”). The Client and each Guest are required to execute to execute a Liability Waiver prior to participating in the Trip.

Refusal to execute the Liability Waiver is grounds for denial of entry onto the Bus or participation in the Trip.

9. MISCELLANEOUS. The parties hereto agree to execute and deliver such other documents as may be reasonably necessary to consummate this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, and may be enforced by and against, the Parties' respective legal representatives, successors, assigns, heirs, issue, spouses, attorneys, and agents of each of the Parties, whether presently known or unknown. The provisions of this Agreement are severable. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent permissible and T&D Party Wagon the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall be interpreted, enforced, and governed by and construed under the laws of the State of Iowa, excluding the choice of law rules thereof that may result in the application of another law. Any action, suit, or other legal proceeding that is commenced in a court of law to resolve any matter arising under or relating to any provision of this Agreement will be commenced only in a court of Iowa or a federal court located within Iowa, and the Parties all agree to accept service or process to vest personal jurisdiction over them in any of these courts. The paragraph or section headings in this Agreement are for convenience only and are not intended to and shall not be deemed for any purpose to explain the meaning of this Agreement. As used in this Agreement, plural and singular terms shall be substituted for each other, where appropriate; terms of any gender shall include any other gender; the term "including" means "including without limitation," where appropriate; and the word "or" is inclusive. This Agreement sets forth the entire agreement of the Parties and fully supersedes all prior written or oral agreements, representations, and understandings between the Parties. No provision of this Agreement may be modified, changed, amended, or waived, except by a further written document signed by the parties. This Agreement may be executed in counterparts, each of

which shall be deemed an original, but all of which together shall constitute one instrument and the same instrument. Scanned and emailed or faxed signatures shall be treated as originals. The parties hereby acknowledge and agree that delivery of this Agreement may be accomplished by electronic transmission in PDF format. If electronic delivery is utilized, the original Agreement shall nonetheless be promptly executed or delivered by both parties at the request of either. This Agreement is a product of negotiation and preparation by and among the Parties, and the Parties therefore acknowledge and agree that this Agreement shall not be deemed to be prepared or drafted by one Party or the other and that any rule construing ambiguities against the drafting party shall not apply. Any waiver of any provision of this Agreement, in whole or in part, shall not constitute a waiver of any other provision in the same or another instance, and each provision of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach. The Parties shall not be responsible for delays or failures in performance resulting from acts beyond their control. If a Party has been so affected, they shall immediately give notice to the other Parties and do everything commercially reasonably possible to resume performance. Such acts shall include, acts of God, strikes, riots, acts of war, acts of terrorism, pandemics, laws, or regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes, fires, floods, hurricanes, tornadoes, or other disasters. If any legal action, arbitration, or other proceeding is brought to enforce the Agreement or secure the rights of any Party, the prevailing Party shall have the right to collect from the other Party its reasonable costs and necessary disbursements and T&D Party Wagon attorneys' fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto in enforcing this Agreement. IN WITNESS WHEREOF the parties execute this Agreement as of the date below.