



Terms and Conditions and Release, Waiver & Indemnity Agreement

Effective Date: January 2026

This Terms and Conditions and Release, Waiver, & Indemnity Agreement ("Agreement") is entered into by and between Knockout Services, LLC, d/b/a Knockout Water Delivery ("Knockout") and the undersigned customer ("Customer"), collectively the "Parties." By electronically signing, submitting an order, accepting an estimate, or otherwise requesting Services from Knockout, the Customer agrees to be legally bound by all provisions of this Agreement.

1. Scope of Services

1.1 General Services. Knockout shall provide potable water delivery services, including delivery to storage tanks, wells, pools, hot tubs, irrigation systems, and other Customer-designated water receptacles ("Services"), to properties including, without limitation, residential, short-term rental, commercial, industrial, agricultural, construction, HOA, or managed properties. Services may require the running of hoses, pumping, or other water transport through areas not accessible from the exterior. Customer represents and warrants that they are authorized to permit Knockout personnel access to the property and any areas necessary to perform Services.

1.2 Water Monitoring Devices. Customer may select either:

(a) **Option One:** Direct purchase of a Device, with installation, calibration, and testing performed by Knockout. Customer assumes all ongoing maintenance, troubleshooting, and monitoring responsibilities. Knockout makes no guarantees regarding Device performance, lifespan, or reliability. Standard delivery fees apply.

(b) **Option Two:** Subscription-based Device monitored by Knockout. Knockout will install, calibrate, monitor, and schedule deliveries automatically when water levels reach twenty-five percent (25%) of the storage tank capacity. Customer acknowledges that the Device remains the property of Knockout and that Knockout retains exclusive water delivery rights to the property during the subscription term. Unauthorized tampering or delivery from third parties may result in Device removal and deletion of collected data. Device functionality is dependent on electricity, batteries, and Wi-Fi; Knockout is not responsible for failures due to power outages,



network interruptions, or third-party interference. Only Knockout personnel may install, service, or troubleshoot Devices.

2. Estimates and Acceptance

2.1 Preliminary Estimates. All estimates provided by Knockout are preliminary and based on information provided by Customer. Final invoicing will reflect the actual volume of water delivered and any additional applicable charges.

2.2 Acceptance and Authorization. By accepting an estimate, Customer authorizes Knockout to charge the specified credit card or withdraw via ACH/EFT for the final invoice. Acceptance constitutes a binding contract with full force and effect.

3. Payment Terms

3.1 Payment Due. Payment is due upon receipt of invoice.

3.2 Payment Methods. Accepted payment methods: credit card or ACH/EFT only. Credit card payments incur a processing fee of up to 3.5%; ACH/EFT payments incur up to 1%.

3.3 Late Payments. Invoices unpaid beyond seven (7) days accrue a late fee of up to 10%, continuing every thirty (30) days until paid in full, subject to applicable law.

3.4 Commercial, Industrial, Agricultural, or Non-Residential Properties. Failure to pay within sixty (60) days may result in the placement of a lien on the property pursuant to Tennessee law.

4. Fees and Charges

Customer agrees to the following fees (subject to adjustment based on actual services rendered):

- **Per-load delivery charge:** as indicated on estimate or invoice
- **Well location fee:** \$50.00 if Customer cannot locate wellhead



- **Cancellation fee:** \$200.00 or 20% of estimated cost, whichever is greater, if canceled beyond allowed window
- **Reconnection fee:** \$50.00 if hose/truck must be relocated
- **After-hours delivery fee:** \$150.00 for deliveries 6:00 PM – 9:59 PM; \$200.00 for deliveries 10:00 PM – 7:59 AM
- **Holiday delivery fee:** \$150.00 for deliveries on recognized federal, state, or county holidays
- **Return load fee:** \$200.00 if delivery cannot be completed due to any act, omission, or condition attributable to the Customer and not caused by the fault or negligence of Knockout. Such conditions include, without limitation, inaccurate or incomplete delivery instructions, incorrect or insufficient property address information, inability to locate the delivery site, locked or inaccessible well heads, tanks, or fill points, failure to provide required access codes, keys, or permissions, unsafe or impassable site conditions, absence of the Customer or an authorized representative when required, or any other circumstance that prevents completion of the delivery as scheduled. Assessment of this fee shall be in addition to, and not in lieu of, any other applicable charges.
- **On-site hourly rate:** \$175.00 beyond standard delivery time
- **Cold-weather fee:** \$50.00 for temperatures $\leq 32^{\circ}\text{F}$
- **Delivery fee:** up to \$3.75 per loaded mile

5. Delivery and Risk Acknowledgment

5.1 Scheduling. Knockout schedules deliveries on a first-come, first-served basis. Delivery times are estimates and not guaranteed.

5.2 Force Majeure. Knockout shall not be liable for delays or failures caused by acts of God, public authority, Customer negligence, fire, flood, inclement weather, labor or equipment shortages, or other causes beyond reasonable control.

5.3 Safe Environment. Customer shall provide accurate delivery site information, secure access, and a safe environment for Services.



6. Hazardous and High-Risk Uses

6.1 Pools, Hot Tubs, and Recreational Water Features. Delivery to such areas is inherently high-risk, including risks of drowning, injury, property damage, equipment failure, chemical exposure, or biological contamination. Customer assumes all risk; Knockout disclaims all liability.

6.2 NSF/ANSI 61 Compliance. Knockout does not certify or control Customer-owned equipment (tanks, plumbing, hot tubs, pools). Delivery to non-compliant or non-potable systems is at Customer's risk. Customer bears all liability for contamination, illness, regulatory penalties, or property damage.

6.3 Industrial, Agricultural, and Commercial Uses. Customer assumes all risks associated with non-residential, construction, commercial, industrial, or agricultural applications. Knockout disclaims liability for any damage, chemical misapplication, equipment failure, or operational losses.

6.4 HOAs and Community Properties. Customer is responsible for securing all necessary permissions and releases. Knockout disclaims liability for damages or violations occurring on such properties.

7. Assumption of Risk and Limitation of Liability

7.1 Customer acknowledges that Services involve inherent risks, including injury, illness, chemical exposure, pathogen exposure, drowning, flooding, water damage, erosion, equipment failure, or property damage.

7.2 Knockout and its affiliates, officers, employees, agents, and subcontractors shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from Services. Customer's total remedies are limited to amounts paid for the specific Services at issue.

7.3 Contamination and Biological / Chemical Exposure: Customer acknowledges that water delivered from unauthorized or third-party sources may contain bacteria, pathogens, parasites, chemicals, or other contaminants that pose serious health and safety risks. Knockout makes no representations and assumes no responsibility for the quality, safety, or potability of water not delivered by Knockout. Any illness, injury, property damage, regulatory action, or loss allegedly arising from such contamination shall be the sole responsibility of the Customer, and Customer agrees to indemnify and hold harmless Knockout from any related claims.



8. Release, Waiver, and Indemnity

8.1 Release. Customer releases, waives, and discharges Knockout and its affiliates, officers, employees, agents, and subcontractors from all claims, demands, losses, costs, or damages arising from Services, including Device malfunction, injury, death, or property damage, whether caused by negligence or otherwise.

8.2 Indemnification. Customer agrees to indemnify, defend, and hold harmless Released Parties from claims, damages, losses, settlements, judgments, attorney fees, or costs arising from Services, non-payment, or unauthorized deliveries.

8.3 Authority and Age. Customer warrants they are at least eighteen (18) years old and have full authority to bind property owners or managing entities to this Agreement.

9. Property Data and Ownership Transfers

9.1 Data Access. Historical delivery data (gallons delivered, locations, frequency) may be provided to new property owners upon proof of ownership. Confidential information (payment info, personal contact details) will remain private.

9.2 Change of Ownership. Customer must notify Knockout of ownership changes. Subscription rights, Device operation, and Services may be transferred at Knockout's discretion.

10. Exclusive Water Delivery

10.1 Exclusive Use Requirement. Customer agrees that, for any and all water deliveries to the property listed in this Agreement, including but not limited to storage tanks, pools, hot tubs, or other water receptacles, Knockout Water Delivery shall be the exclusive water service provider. Customer shall not engage or permit any third-party water delivery services to supply water to the property concurrently with Knockout services.

10.2 Purpose and Risk Mitigation. The Parties acknowledge and agree that exclusive use of Knockout services:

(a) Reduces the risk of cross-contamination, chemical incompatibility, or other hazards associated with multiple water sources;



- (b) Protects the quality and consistency of water delivered;
- (c) Minimizes potential liability for both Customer and Knockout arising from incidents caused by unauthorized, unlicensed, uninsured, Non-NFS61 certified equipment, third-party water deliveries.

10.3 Release and Liability Limitation. Customer acknowledges and agrees that, in the event any water from sources other than Knockout is delivered to the property, Customer fully releases, waives, and discharges Knockout, its owners, officers, employees, agents, and affiliates from any and all past, present, or future claims, demands, losses, causes of action, damages, liabilities, or legal actions of any kind, whether known or unknown, arising directly or indirectly from such unauthorized water deliveries, including but not limited to contamination, chemical imbalances, equipment failure, injury, or property damage.

10.4 Remedies for Breach. In addition to the foregoing:

- (a) Knockout reserves the right to immediately suspend Services, remove any installed water monitoring Device(s), and delete any associated data without prior notice;
- (b) Customer remains responsible for all fees and charges accrued through the date of breach;
- (c) Customer shall indemnify and hold harmless Knockout for any claims, damages, or losses arising from unauthorized water deliveries.

10.5 Governing Law. This section shall be interpreted and enforced in accordance with the laws of the State of Tennessee. Any disputes arising under this exclusivity provision shall be subject to the venue and governing law provisions set forth in Section 13 of this Agreement.

10.6 Unauthorized Water Sources and Third-Party Haulers.

Customer expressly acknowledges that Knockout does not control, supervise, license, insure, certify, or approve any third-party water hauler or water source. In the event that water is delivered to the property by any person or entity other than Knockout, Customer acknowledges and agrees that such water may originate from unknown, unregulated, or non-potable sources and may be transported using equipment that is not NSF/ANSI 61 compliant, licensed, or insured. Customer assumes all risks associated with such water, including but not limited to contamination, illness, chemical imbalance, equipment damage, regulatory violations, personal injury, or death, and hereby fully releases Knockout from any and all liability arising therefrom, whether occurring before, during, or after Knockout's Services.



11. Employee Vetting and Security

All personnel performing Services shall be thoroughly vetted, including background checks. Access to property, water sources, and Devices is strictly limited to authorized Knockout personnel.

12. Intellectual Property

All content on the Knockout website or communications, including text, graphics, and trademarks, is owned or licensed by Knockout. Unauthorized use, reproduction, or distribution is prohibited.

13. Governing Law & Venue

This Agreement shall be governed by the laws of Tennessee. All disputes shall be brought exclusively in the courts of Sevier County, Tennessee, or the Eastern District of Tennessee.

14. Limitation of Liability

To the maximum extent permitted by law, Knockout shall not be liable for indirect, special, incidental, or consequential damages, including loss of profits or use. Customer's remedies are limited to amounts paid for the specific Services or order. Under no circumstances shall Knockout be liable for damages, injuries, illnesses, losses, or regulatory penalties arising from water supplied by any source other than Knockout, regardless of whether Knockout previously or subsequently provided Services to the same property.

15. Waiver of Jury Trial

Customer and Knockout waive any right to a jury trial for disputes arising from this Agreement.



16. Binding Effect

These Terms bind and benefit Knockout and Customer, and their respective heirs, successors, and assigns.

17. Entire Agreement

This Agreement, including estimates, invoices, and referenced releases, constitutes the entire agreement between Knockout and Customer, superseding any prior oral or written agreements.

18. Severability

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. Customer Acknowledgment

By placing an order, accepting an estimate, or electronically signing any document referencing these Terms, Customer acknowledges having read, understood, and agreed to be legally bound by this Agreement, including all risk assumptions, fee obligations, and indemnity provisions.
