

LEASE TERMS AND CONDITIONS FOR STORAGE CONTAINER RENTAL

1. **UNIT CONDITION.** Rental unit accepted in good condition and will be returned in the same condition. Otherwise, a fee may apply for damages and or cleaning. It is the Lessee's responsibility to maintain and periodically inspect the equipment. Other than for normal wear and tear, Lessee will be responsible for all damage to the Equipment.
2. **RENTAL TERM.** The rental term shall include the day delivered and continue until the equipment is picked up. Each billing cycle is 28 calendar days. Lessee shall pay the rental for the specified minimum term regardless of return of the rental units before the expiration of the minimum term, and no deduction of refund will be claimed or allowed from rental charge herein specified for such return before the expiration of the minimum term.
3. **DELIVERY.** Delivery will require at least 60 feet of straight room to deliver a 20-foot container and 110 feet of straight room to deliver a 40-foot container. Lessee understands these requirements and will be responsible for charges incurred if the equipment is unable to be delivered. Lessee assumes all liability for damages to placement location and travel path. The lessor reserves the right to not place the equipment in any location. If directed by lessee to place the equipment in a location that is not in accordance with federal, county, state or city codes/ordinances, the Customer agrees to pay for any fines or penalties imposed along with all relocation charges associated with the removal of the Equipment.
4. **TAXATION AND PERMIT OBLIGATIONS.** Lessee agrees to pay any and all taxes, assessments or other charges, which during the term of this lease are levied or assessed on or with respect to the rental unit or its use or value and to provide permits and licenses.
5. **DEFAULT AND REPOSSESSION RIGHTS.** If Lessee should fail to pay any rental, taxes, or other sums as herein provided when the same shall be due, or if Lessee should commit a breach of any of its obligations thereof, or if a receiver shall be appointed for Lessee or any proceeding be instituted by or against Lessee under the Bankruptcy act (including any proceeding for reorganization or arrangement) or if Lessee should otherwise become financially embarrassed. Lessor, at its option, may by notice to Lessee declare the entire unpaid rental balance and all taxes and other sums payable to Lessor hereunder to be immediately due and payable, and in addition to and without prejudice to any other remedies, may without notice to Lessee, enter upon Lessee's premises and repossess and move the rental unit. Such repossession shall not constitute a termination of this Lease unless Lessor so notifies Lessee in writing.
6. **INSURANCE.** Lessor reserves the right to require Lessee at its own cost and expense, but not the mutual benefit of Lessor and Lessee to keep each leased unit hereunder insured in amounts to be specified by Lessor during the term of this Lease against loss and or damage to the rental unit and liability for bodily injury and property damage arising out of the use of the rental unit during the term of the Lease.
7. **LIABILITY AND INDEMNIFICATION.** Irrespective of any insurance, Lessee assumes all risk and liability for each rental unit leased hereunder and will save Lessor harmless and indemnify if against any claim and/or liability, regardless of the nature thereof, including attorney fees and other expenses for the defense of such a claim or liability arising out of the delivery, use, storage, or return of any rental unit leased hereunder during the term of the Lease.
8. **COMPLIANCE WITH REGULATIONS.** Lessee agrees to comply with all applicable Municipal County and State or Federal rules and regulations covering the use, storage and/or location of the rental unit leased hereunder and agrees further to indemnify and hold Lessor harmless from any loss or damage arising out of a violation or any law, ordinance, rule, or regulation promulgated by any such government or governmental agency in connection with the use of said rental unit.

9. **RESPONSIBILITY FOR DAMAGE.** Lessee is completely responsible for damage to or loss of any part of the rental unit, including equipment, accessories, and tires from any cause (excepting ordinary wear and tear) during the term of this Lease and prior to the return to Lessor.

10. **COSTS AND COUNSEL FEES.** Lessee shall pay all costs and counsel fees incurred in collecting, or attempting to collect, any sums owed under this Lease or in securing possession of the property and cost or reconditioning the property.

11. **FAILURE TO RETURN RENTAL UNIT.** Should Lessee fail to return the rental unit hereby leased or any part thereof upon the expiration of this Lease, then Lessee agreed to be liable to Lessor for the value of said rental unit, plus all accrued rental charges.

12. **IMPROPER EXECUTION.** In the event that this agreement is not properly executed by or on behalf of Lessee, the acceptance of the leased rental unit by Lessee when delivered by Lessor pursuant to order of Lessee, shall subject the Lessee to all the terms and conditions of this agreement, unless Lessee notifies the Lessor in writing by certified mail within 10 business days of his cancellation of this agreement after delivery of the leased rental unit to Lessee pursuant to Lessee's order.

13. **PAYMENT TIMELINE AND DEFAULT.** It is understood and agreed by and between the parties hereto that the rental payments called for hereunder are to be made on the date specified herein, therefore time being of the essence. In the event that the said payments have not been made within 10 days from the date due, then and in that event the Lessee shall be considered in default without any further notice to the Lessee. Upon such default by the Lessee or upon any violation by the Lessee of the terms and covenants contained herein, the Lessor shall be permitted and is hereby authorized by the Lessee to enter into and upon the premises of the Lessee or into and upon any other property or area wherein the said leased rental unit is then stored and to repossess the said rental unit and to remove the said rental unit from the premises and return it to an area chosen by Lessor. In the event of such repossession Lessee agrees to indemnify and hold Lessor harmless from any claim by Lessee or by any third party for loss or damage arising out of said repossession. It is further understood and agreed that in the event that a rental unit so repossessed contains merchandise, material or products of any kind or description, regardless of whether owned by Lessee or others, the Lessor shall have the right without notice to the Lessee or to any third party to sell or otherwise dispose of the same and in such event Lessor shall not be accountable to Lessee or to any third party for any part of the proceeds of such sale, if any. In the event of such sale Lessee agrees to indemnify and hold Lessor harmless from any loss, damage or liability arising out of any sale of any merchandise, materials, goods or products or any other items stored in the repossessed rental unit at the time of repossession and sold by the Lessor under the terms hereof.

14. **LEGAL ACTIONS OBLIGATIONS.** Lessee agrees that in the event of any actions filed in relating to or arising out of this Lease. Lessee in addition to all other sums Lessee might be called on to pay, will pay to Lessor a reasonable sum for fees and costs.

15. **STORED GOODS LIABILITY.** I hereby release PortaBox Storage LLC from any liability for loss of, or any nature to goods or property stores in rental unit.

16. **RENEWAL AND TERMINATION.** Renewal for similar periods shall be automatic provided that either party hereto may terminate this Lease at the end of any such period by giving the other party reasonable but not less than fourteen days' time to remove the rental unit off the Lessee property. In the event of an automatic renewal, under the provisions of this paragraph, said renewal shall be sent at the then prevailing rental charged by the Lessor for the rental unit lease hereunder. We do not prorate.

17. **WEIGHT LIMIT.** Lessee will not store goods in excess of the weight specified for the rental unit. Any damage to rented unit, property or personal injury caused by exceeding recommended weight will be the Lessee's responsibility and Lessee will reimburse Lessor for all damages.