RENTAL AGREEMENT

Containit Solutions LLC 19 Ball Road Kingston, NH 03848 (603) 580-3594



info@containitsolutionsllc.com

Customer Nan		<u>°</u>	
Container Loc	ation:	ĪĪ	
Delivery Date:	ĪĪ		
Container #:	ÏΞΪ		

Rental Terms and Conditions

- 1. This Agreement is binding for all containers or equipment rented from Containit Solutions, LLC by Customer.
- 2. All rental charges are per container per month. The term shall continue on a month to month basis.
- 3. Rental charges begin on the delivery date. First Month delivery pickup, return delivery and cleaning deposit charges must be paid in advance prior to delivery of the container. If the term of this Agreement begins on a day that is not the first day of the month, the rental charge shall be prorated with any overpayment being credited to the month immediately following the first month.
- 4. A signed credit card authorization is required for all subsequent monthly payments, and any other fees, charged on the monthly anniversary date of each successive calendar month until the end of the rental contract.
- 5. Customers are not entitled to a refund if the rental is terminated on any day other than the last day of the month.
- 6. Containers must be returned empty, swept out and in the same condition as received or Customer shall be subject to a cleaning fee of \$100/hour to be charged against the Customer's credit card on file. A cleaning deposit in the amount of \$300.00 shall be paid in advance prior to the delivery of the container and will be reimbursed upon receipt of the empty container.
- 7. Customer is responsible for any and all damage to the Container and included accessories, beyond normal wear and tear, regardless of how the damage occurred.
- 8. Customer shall not move the Container to a new location or schedule a pickup without prior written notification to, and consent by Containit Solutions, LLC.
- 9. Customer shall not pledge or encumber the rented equipment in any way.
- 10. This is a contract of rental only and Customer shall not be deemed an agent or employee of Lessor for any purpose.

Use Restrictions

1. Containit Solutions, LLC assumes no responsibility or liability for the loss or damage for the following types of personal property including but not limited to: cash, bank notes, irreplaceable, sentimental, valuable or precious property, deeds, evidence of debt, heirlooms, art, jewelry, manuscripts, bullion, gold, silver, silverware, platinum, coins, precious metals and stones, smart cards, phones, computers, passports, stamps, watches, furs, firearms, animals, aircraft,

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hovercraft, boats, motor vehicles, engines, trailers, property not owned by the Customer or for which Customer is not legally liable.

- 2. Customers shall not store or allow the storage of any hazardous substances which require issuance of a permit by the Environmental Protection Agency or any State or local agency governing the issuance of environmental hazardous substances permits.
- 3. Customer shall indemnify Containit Solutions, LLC, its officers, agents and employees, harmless from and against all loss, cost, damage and expense (including, without limitation, attorney's fees and costs incurred in the investigation, defense and settlement of claims) that Containit Solutions, LLC may incur as a result of or in connection with the assertion against Containit Solutions, LLC, or any claim relating to the presence or removal of any hazardous or illegal substances, or compliance with any federal, state or local laws, rules regulations, or orders relating thereto. The agreement to indemnify Containit Solutions, LLC shall survive this Agreement. This section shall survive this Agreement.
- 4. Customers or anyone shall not live, habitat, or occupy the container for any period of time.
- 5. Customer shall not do or permit to be done any act which creates or may create nuisance in connection with Customer's use of the Container.

Liability of Containit Solutions, LLC

- 1. Containit Solutions, LLC shall not be liable for any injury and loss of goods however caused unless the loss or injury results from failure of Containit Solutions, LLC to exercise such care in regard to goods as reasonable careful person would exercise under similar circumstances, and Containit Solutions, LLC is not liable for damages that could have been avoided by the exercise of such care.
- 2. Containit Solutions, LLC does not assume any liability for theft, damage, or injury as a result of the use of the container, supplies or parts
- 3. Upon delivery or pickup Containit Solutions, LLC is not responsible for any damages or contamination to concrete, asphalt, or any other surface and nearby buildings, fences or trees.
- 4. All equipment is rented without warranties or any liability expressed or implied as to the suitability of the product for the customer.
- 5. Customer assumes all risk of damage or loss of any merchandise or goods located in or about the storage space from any cause and for all damage or loss that may arise from delivery, receipt, piling, stacking, or handling the goods or merchandise of Customer

Insurance

- 1. Containit Solutions, LLC does not provide insurance covering the Container or Customer's stored property, regardless of where the Container(s) are located.
- 2. Customer shall, at its expense, during the term hereof, maintain in force extended liability coverage and a policy for insurance with theft, vandalism and malicious mischief endorsement for the full replacement value of their stored property.

Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated in this Agreement.

Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire.

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Effect of Agreement. The rights, liabilities, and responsibilities set forth in this Agreement shall inure to the benefit of, and be binding upon, Containit Solutions, LLC and Customer and their respective heirs, executors, administrators, successors, and assigns. A signed copy of this Agreement shall be construed to be an original.

CANCELLATION OF AGREEMENT

Signature:

- 1. This Agreement may be cancelled by either Containit Solutions, LLC or Customer with one month's notice. Containit Solutions, LLC will provide Customer a cancellation form, which must be filled out, signed and returned to Containit Solutions, LLC.
- 2. The Agreement may be cancelled by Containit Solutions, LLC if agreed monthly payments are 60 days overdue.
- 3. In the event of cancellation due to overdue accounts, the container will be locked until payment is made, or an arrangement is made between Containit Solutions, LLC and Customer. After 120 days of delinquency, the contents of the container will become the property of Containit Solutions, LLC and may be sold, auctioned, or disposed of.
- 4. Upon written notice of Customer and by any other person known to Containit Solutions, LLC to claim an interest in the contents of the container, Containit Solutions, LLC may require removal of such contents by the end of the next succeeding storage rental month. Notice shall be given to the last known address, email address, or fax number of the person to be notified. If such contents are not removed before the end of the next succeeding storage rental month, Containit Solutions, LLC sell, auction or dispose of them in accordance with applicable law.

In witness whereof, Containit Solutions, LLC and Customer have executed this Agreement on .

Customer name: