



STORAGE/RENTAL CONTRACT

This agreement commences _____, 201_

TERMS OF AGREEMENT

1. All charges for storage are per container per month.
2. Storage charges become applicable on the date that you take possession of the container, regardless of the date of issue of any receipt.
3. First month's rent, delivery, and pickup charges are required before possession is taken of the container. A signed credit card authorization form is required on all subsequent monthly payments.
4. A full month's storage charge shall apply on all goods received between the first and the fifteenth, inclusive, of a calendar month; one-half month's storage charge shall apply on all goods received between the sixteenth and last day, inclusive, of a calendar month; and a full month's storage charge shall apply to all goods in storage on the first day of the next and succeeding calendar months. All such storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.

TERMINATION OF STORAGE

On written notice to renter and to any other person known by *The Container Guy* to claim an interest in goods, *The Container Guy* may require the removal of any goods by the end of the next succeeding storage month. Notice shall be given to the last known fax number or email address of the person to be notified. If goods are not removed before the end of the next succeeding storage month, *The Container Guy* may sell them in accordance with applicable law. The container must not be moved by anyone or any other company except *The Container Guy* unless permission is given by administrators of *The Container Guy*.

LIABILITY OF *THE CONTAINER GUY*

1. *THE CONTAINER GUY* SHALL NOT BE LIABLE FOR ANY INJURY AND LOSS TO GOODS HOWEVER CAUSED UNLESS THE LOSS OR INJURY RESULTS FROM FAILURE BY *THE CONTAINER GUY* TO EXERCISE SUCH CARE IN REGARD TO GOODS AS A REASONABLY CAREFUL MAN WOULD EXERCISE UNDER LIKE CIRCUMSTANCES, AND *THE CONTAINER GUY* IS NOT LIABLE FOR DAMAGES THAT COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.

2. *THE CONTAINER GUY* DOES NOT ASSUME ANY LIABILITY FOR THEFT, DAMAGES OR INJURY AS A RESULT OF THE USE OF OUR SHIPPING CONTAINER, SUPPLIES OR PARTS.
3. UPON DELIVERY OR PICK UP *THE CONTAINER GUY* ARE NOT RESPONSIBLE FOR ANY DAMAGES OR CONTAMINATION TO CONCRETE, ASPHALT OR ANY OTHER SURFACES AND NEAR BY BUILDINGS, FENCES, OR TREES.
4. ALL EQUIPMENT IS RENTED WITH NO WARRANTY OR LIABILITY EXPRESSED OR IMPLIED AS TO THE SUITABILITY OF THIS PRODUCT FOR THE PURPOSE OF THE RENTER

CANCELLATION OF AGREEMENT

1. This agreement may be cancelled by either *The Container Guy* or renter on one month's written notice.
2. The agreement may be cancelled by *The Container Guy* if agreed monthly payments are 60 days overdue.
3. In the event of a cancellation due to overdue accounts, the container will be locked until payment is made, or an agreement is met between *The Container Guy* and the renter. After 120 days of delinquency the contents of the container will become the property of *The Container Guy* and can be sold, auctioned, or disposed of.

EFFECT OF AGREEMENT

The rights and liabilities set forth in this agreement shall inure to the benefit of, and be binding on, *The Container Guy* and renter and their respective heirs, executors, administrators, successors, and assigns.

In witness whereof, *The Container Guy* and renter have executed this agreement at _____ on _____, 201_, for ____ (#) _____ (Size) Container(s).

Container Number(s): _____

Containers are located at: _____

[Renter Name]

[Signature of Renter]

[The Container Guy]