

1) **TERM.** The term of this Lease shall commence on the commencement date referred to on the face hereof and shall continue from month to month (based on 28 days) thereafter, until the later of (i) the date the Lease is terminated and the Container has been redelivered to Lessor as hereinafter provided or (ii) the end of the minimum rental period (1, 28 day period).

2) **RENTAL TAXES AND FEES.** Lessee agrees to Lessor:

- a) Monthly in advance rental for the container and sales tax; and
- b) The delivery fee, pick up fee and deposit, all of which fees and deposits are payable to Lessor prior to delivery of the container.

3) **SECURITY DEPOSIT.** A security deposit shall be paid by Lessee to Lessor concurrently with the execution of this agreement provided that the amount is set forth on the face hereof. The security deposit shall be returned by Lessor to Lessee within ten (10) days of the termination of the agreement, provided the Container shall be delivered as provided in Paragraph 10, vacated and left in a clean, sanitary and undamaged condition by Lessee and provided that the Lessee is not in any way otherwise in default.

4) **ACCEPTANCE.** Lessee agrees that the Container has been personally inspected and accepts the Container as being in good and sanitary order, condition and repair. No alterations shall be made to the Container and the Container shall not be moved from the location specified in Paragraph 5 without the prior consent of Lessor. Any relocation shall be made only by Lessor on a date and at a time first scheduled and Lessee shall pay Lessor in advance normal charges for relocation by Lessor in cash.

5) **POSSESSION, USE AND MAINTENANCE OF THE CONTAINER.** The Container shall be kept by Lessee:

- a) in good condition and repair (ordinary wear and tear excepted);
- b) supplied with all necessary parts;
- c) at the delivery location referred to on the face hereof;
- d) subject to inspection by Lessor;
- e) free of all security interests and other claims;
- f) conspicuously labeled to disclose Lessor's ownership, which Lessee shall also maintain and shall not remove or deface.

The Container leased to Lessee shall be used for the storage of personal property of Lessee, and for no other use whatsoever. No perishables, inflammables, explosives or hazardous goods or property shall be placed within Container. Lessee shall be responsible for all damage or loss to Lessor as a result of said events. Lessee shall not permit the Container to become or remain a fixture to any real estate.

6) **NOTICE.** Any notice to be given to Lessor or Lessee may be given by personal delivery or by deposit in the United States mail, postage prepaid including certified or registered mail charges, addressed to Lessor or Lessee as the case may be, at the address on the face hereof.

7) **INSURANCE AND DAMAGES.** Lessee as a material part of the consideration to be rendered to Lessor agrees to insure Lessee's property at Lessee's expense, that Lessor will not and does not have any responsibility to insure Lessee's property and hereby waives all claims against Lessor for damages to goods, wares and personal property in, upon or about Container from any cause either insure at Lessee's option, whether under homeowner's policy or independent coverage for loss or damage to Lessee's property and to the Container and for injury whatsoever as a result of damage to it from any cause whatsoever while leased to Lessee. Lessee hereby agrees to hold Lessor exempt and harmless and to indemnify Lessor from any damages or injury to any person or to the goods, wares and personal property of any person, arising from the use of the Container by Lessee or from the failure to Lessee to keep the Container in good condition and repair.

8) **ENTRY.** Lessee grants Lessor the right and privilege to enter on the real property where the Container is located as well as entry into the Container, at reasonable times, for the purpose of inspection, or for making such repairs or alterations as may, in Lessor's opinion, be necessary or proper, or for the purpose of determining whether the Lessee is in conformity with the terms and conditions of this Lease. Lessee shall furnish Lessor a duplicate key/keys to the said Container for the purpose of permitting entry by Lessor or Lessor's agents as hereinabove provided.

Lessee agrees that when the Container is located on property not owned by Lessee, the Lessee will obtain the consent of the owner of that real property to Lessor's right to enter for all purposes provided for under this Lease.

9) **DEFAULT.** If Lessee shall be in default in the performance of any of the terms, covenants or conditions of this lease, including but not limited to, the covenant for the payment of rent, then at the sole option of Lessor, Lessor may (a) terminate the lease; (b) take possession of the said Container wherever the same may be found, with or without process of law, and for that purpose may enter upon any premises where the Container is located; (c) change the locks and refuse access by Lessee to the Container, and (d) Lessor shall have lien on the property of Lessee in the Container, which Lessor may at its sole option exercise, or alternatively waive. By execution of this Lease, Lessee releases Lessor and agrees to hold harmless from any and all claims for liability or damages arising or claimed to arise as a result of the options granted to Lessor under the terms of this paragraph. Upon default, Lessor shall retain all rents, rentals, and other sums paid by the Lessee hereunder with respect to such Container.

10) **TERMINATION.** This Lease may be terminated by either party, by ten (10) days of prior written notice of intent to terminate given as herein provided to Lessor or Lessee as the case may be. Upon the termination of this Lease, Lessee shall surrender the Container and all keys thereto, and shall remove all Lessee's property from the Container to Lessor for pick up by Lessor in the same condition and state of repair as at the inception of this Lease, reasonable wear and tear alone excepted.

11) **RISK OF LOSS.** Lessee shall bear the entire risk of all loss, theft, damage, destruction, or other interruption or termination of use of the Container and the personal property stored therein from any cause whatsoever, during the term hereof and until the return of the Container to Lessor. No such loss, theft, damage, destruction or other interruption or termination of use of the Container or personal property stored therein shall relieve Lessee of the obligation hereunder. Lessee shall promptly notify Lessor in writing of the occurrence of any of the above events and shall promptly pay Lessor the Replacement Cost of the container.

12) **THE CONTAINER IS PROVIDED AS IS; NO CONDITION OR THE CONTAINER WARRANTY HAS BEEN GIVEN BY LESSOR IN RELATION TO THE CONTAINER AND ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WHETHER IN RELATION TO THE FITNESS OF THE CONTAINER FOR ANY PARTICULAR PURPOSE, OR WHETHER IN RELATION TO MERCHANTABILITY OR AS TO DESCRIPTION, STATE, QUALITY, OR CONDITION OF THE CONTAINER AT DELIVERY OR AT ANY OTHER TIME ARE HEREBY WAIVED EXCLUDED AND EXTINGUISHED.**

13) **LESSEE HEREBY INDEMNIFIES AND HOLDS HARMLESS FROM ALL LIABILITY DAMAGE OR EXPENSES (INCLUDING WITHOUT LIMITATION EXPENSES IN DEFENDING ANY CLAIM OR SUIT SUCH AS A TIORNEY'S FEES, COURT COSTS AND OTHER EXPENSES) ARISING OUT OF ANY CLAIM FOR PERSONAL INJURY OR DEATH, AND/OR FOR LOSS OF OR DAMAGE TO PERSON OR PROPERTY ARISING OUR OF OR INCIDENT TO THE OWNERSHIP, SELECTION. POSSESSION, OPERATION, CONTROL, USE, STORAGE, LOADING, AND UNLOADING, MAINTENCE, DELIVERY OR RETURN OF THE CONTAINER.**

14) **ATTORNEY FEES.** If any action be filed by any party to this agreement to enforce any of the terms and conditions of this Lease, the prevailing party in such litigation shall be entitled to recover such additional sum as the Court having jurisdiction in the matter may deem reasonable as attorney's fees.

15) **LATE CHARGE.** Late charge of \$25.00 will be charged if payment is not received by the 10th.