



SCHNEIDER TRAILER AND CONTAINER RENTAL, INC.

P.O. BOX 8904 • NEWARK, DELAWARE 19714
SCHNEIDERTRAILER.COM • PHONE: (302) 731-5566 • FAX: (302) 731-0375

NO PRO RATING

**OVER 30 DAYS - 1 1/2% PER MONTH
FOR ANNUAL OF 18%**

~ ~ Certified Women Business Enterprise ~ ~

RENTAL TERMS & CONDITIONS: RENTER acknowledges that RENTER has read and fully understands these Rental Terms and Conditions of this agreement (the "Agreement") and agrees to be bound by all terms, conditions & provisions hereof. **AGREEMENT:** OWNER leases to RENTER, and RENTER hires from OWNER, the rental property/space/trailers/container(s) identified on the face hereof (individually and collectively, the "Equipment") pursuant to the terms of this Agreement. The Equipment at all times shall remain situated and located at the OWNER'S premises identified on the face hereof or at such other site approved by OWNER in writing (such location being the "Premises"). **TERM:** The term of this Agreement shall commence on the date the Equipment is delivered to RENTER for use and continue on a month to month basis, provided no default has occurred, until the later to occur of (i) RENTER giving written or verbal notice to OWNER at least three (3) days prior to the proposed vacating/termination date, and (iii) RENTER returning possession and control of the Equipment to OWNER in the condition required herein. OWNER may terminate this Agreement for cause at any time by giving RENTER written notice at least 24 hours prior to the termination date and without cause on no less than thirty (30) days prior written notice to RENTER. **PAYMENT, RENTAL RATES & OTHER CHARGES:** A rental period is one month or 30 days. RENTER agrees to pay in advance on a monthly basis the sum of money set forth on the first page hereof (the "Monthly Rental Fee"), provided, however, that the Monthly Rental Fee and all rental/hauling/delivery rates are non-refundable and subject to change upon 30 days written notice to RENTER. There is NO PRO-RATING of Monthly Rental Fees. **FINANCE CHARGES:** All Monthly Rental Fees and other specified charges shall be payable within 30 days of invoice date. There will be a finance charge of 1.5% per month for delinquent accounts. **INSUFFICIENT FUNDS:** There will be a service charge of \$35 for each dishonored check. **USE AND CONDITION OF EQUIPMENT:** RENTER acknowledges receipt of the Equipment in good condition satisfactory and acceptable in all respects to RENTER. The Equipment may only be used by RENTER for storage of personal property. RENTER may NOT use the Equipment as living space, office space, sleeping quarters or to house, maintain or shelter persons, animals or other organic life forms, and may NOT store in or on the Equipment welding, flammable, explosive, organic, biological, chemical, odorous, noxious or other inherently dangerous material, or any hazardous substance or corrosive, toxic or pollutant material, or any item the storage of which constitutes a violation of any order or government agency or a violation of any legal requirements (the foregoing "Hazardous Materials"). RENTER may not do or cause to be done any act that creates or may create a nuisance and/or hazard. If the Equipment is used in violation of the terms of this Agreement, RENTER shall promptly, as its sole expense, take all necessary actions to return the Premises and the Equipment to the condition existing prior to such violation. If the Equipment is determined to have been used to store any Hazardous Materials, RENTER, will be required to purchase the Equipment at 100% of the replacement value. RENTER shall not move or cause to be moved the Equipment from the Premises without OWNER'S prior written consent. **INSURANCE; NON-LIABILITY OF OWNER:** RENTER assumes all risk of damage to or loss to property stored in, on or about the Equipment, wherever located (collectively, the "Stored Property") and is solely responsible for insuring the Stored Property for such amounts as determined by RENTER in its sole discretion. RENTER expressly agrees and shall cause any insurance obtained by RENTER to provide that such insurance shall not be subrogated to any claim of RENTER against OWNER, OWNER'S agents or its employees, for loss or damage to Stored Property. RENTER ACKNOWLEDGES AND UNDERSTANDS THAT OWNER DOES NOT ALLOW AND WILL NOT INSURE OR GUARANTEE AGAINST LOSS OR DAMAGE TO THE STORED PROPERTY AND OWNER HAS NO LIABILITY WHATSOEVER AS TO CLAIMS FOR LOSS OR DAMAGE TO SUCH PROPERTY, HOWEVER CAUSED. RENTER HEREBY WAIVES ANY CLAIMS FOR DIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER AGAINST OWNER FOR LOSS OF AND DAMAGE TO ANY STORED PROPERTY, WHETHER IN TRANSIT OR OTHERWISE. RENTER is solely responsible for damage or loss to the Equipment however caused while in RENTER'S possession or control, including but not limited to loss from break-in, theft, vandalism, or casualty such as fire, rain, lightning, tornado, flood, windstorm or exposure to the elements, collision, explosion or Acts of God. RENTER shall maintain, at its own expense, until such time as the Equipment is returned to the OWNER in the condition required herein, adequate property insurance covering the Equipment in an insured amount equivalent to 100% of the Replacement Value of the Equipment, regardless of where the Equipment is located. All insurance required hereunder shall be issued to RENTER, shall name OWNER as additional insured and direct loss payee, and at the request of OWNER, an insurance certificate to this effect shall be furnished to OWNER. Insurance carried by the OWNER shall be for the sole benefit of OWNER, and RENTER shall make no claim against OWNER'S insurance. **INDEMNITY:** RENTER agrees to defend, indemnify and hold OWNER, its owners, agents and employees harmless from and against any and all claims, demands, damages or judgments of any kind or nature whatsoever, foreseen or unforeseen, relating to or involving, directly or indirectly, the subject matter of this Agreement, the Stored Property, the Premises or the Equipment, including but not limited to claims for bodily injury, loss of life or loss or damage to property, however or wherever caused or occurring, and RENTER shall be liable to all damages, loss of profits, consequential or punitive damages suffered by Owner or third parties relative to the foregoing. **NOTICES:** All billings, payments and written notices from either party to the other shall be given in writing to the address on the face hereof, or to such other address as either party shall designate in writing to the other. **LIEN ON STORED PROPERTY:** OWNER receives a lien on all Stored Property which lien attaches to such property upon delivery of the Stored Property to the Equipment or the Premises, for rent and /or other charges, present or future reasonably incurred for such property's preservation, sale or other disposition. **SEIZURE OF STORED PROPERTY:** If Monthly Rental Fee or other sums due hereunder are not made when due, Renter's account will be in default from the date the payment was due. RENTER expressly understands and agrees that if its account is in default, access to the Equipment may be denied and Equipment may be physically seized and returned to the possession and control of OWNER, and that OWNER may at its option repossess and/or sell any Stored Property to the extent of RENTER'S default. RENTER shall indemnify and save OWNER and its employees and agents harmless from and against any and all claims, damages and causes of action due to the sale and/or other disposition by OWNER of the Stored Property. **LOCATION:** RENTER agrees that the Equipment is a "self-service storage facility" as defined by and subject to Title 25, Chapter 49 of the Delaware Code, and regardless of where temporarily located, the Equipment shall be deemed to be fixtures located at OWNER'S premises. OWNER hereby reserves the right to enforce all liens in accordance with Title 25, Chapter 49 of the Delaware Code. Such election shall not preclude enforcement of any other rights available to OWNER. **PREMISES:** RENTER warrants that the desired location for the Equipment is suitable for the Equipment in all respects and that OWNER'S delivery vehicles and Equipment shall have reasonable access to enter and operate safely to deliver and pick up the Equipment. RENTER releases and agrees to hold harmless and defend OWNER, its agents and employees against any and all claims, damages, costs, liabilities, both direct and indirect, relating to roadways, asphalt, cement, grass, grounds, landscaping, buildings, or other personal property, real property or persons, or violations of laws, rules or regulations, in connection with the delivery, storage, pick-up or site selection of the Equipment. If OWNER'S vehicles and Equipment cannot operate safely to deliver the Equipment to the RENTER'S desired delivery site, or if at the time of delivery such site is found to be an unsuitable location for the Equipment, RENTER agrees to pay to OWNER all delivery and pickup charges and all additional reasonable costs incurred by OWNER in connection with the failed delivery of the Equipment. **CARE OF EQUIPMENT:** Equipment must be returned in its original condition, clean and empty and free of all Stored Property, Hazardous Materials, debris and other materials, broom clean and suitable for immediate reuse. If the Equipment is damaged when returned, RENTER shall pay to OWNER the cost of repair or replacement if the Equipment is not capable of being repaired. If RENTER fails to remove its property or clean the Equipment prior to returning, OWNER may remove any property remaining in the Equipment and any additional costs (including dumpster fees) incurred by OWNER to remove, store, repair or clean the Equipment will be billed to and payable by RENTER. **ABANDONED PROPERTY:** Any Stored Property or other materials remaining in the Equipment after the termination or expiration of this Agreement shall be deemed abandoned by RENTER and of no monetary value to RENTER, and such property may be retained by OWNER as its property or disposed of in such manner as OWNER sees fit in its sole discretion with no liability to RENTER or any other party. In the case of OWNER'S sale of such property, OWNER may receive and retain the proceeds of sale and apply the proceeds, at its option, against the expense of sale, cost of moving and storage and any arrears of Monthly Rental Fees or additional rent or charges payable and any damages to which OWNER is entitled. **OWNER'S RIGHT OF ENTRY:** If RENTER is in default of any covenant herein contained, or if RENTER abandons the Equipment, OWNER may enter the Premises (or any location where Equipment is located) and remove all Equipment therefrom, in which event this Agreement shall terminate without prejudice to OWNER'S right to recover Monthly Rental Fees or other sums due hereunder. **ASSIGNMENT/SUBLEASE:** RENTER may NOT assign or sublet the Equipment or any portion thereof and any attempt to assign or sublet Equipment shall be void. **NO BAILMENT.** This Agreement shall not create a bailment or warehouseman relationship. The only relationship between the parties is one of lessor/lessee. **ATTORNEY FEES & COSTS:** In the event OWNER shall institute any action or other proceedings to enforce any covenant herein contained breached by RENTER, RENTER shall pay OWNER'S reasonable attorney's fees, costs and expenses incurred in such action or proceedings. **TAXES, FEES AND FINES:** RENTER assumes all responsibility for and promptly will pay when due all sales, rental, and use taxes and other direct taxes imposed by the US Government, any state, government, county, city or other taxing authority for property, excise and gross receipts, license and registration fees assess or assessable by a taxing authority with respect to this Agreement.

To pay with Mastercard or Visa, visit www.SchneiderTrailer.com and choose the "Pay Bill Online" option

Schneider Trailer Rentals is not responsible for contents of storage unit, insurance is responsibility of renter.
Renter further acknowledges that he has read and fully understands the Rental Terms and Conditions and agrees to be bound by all of the terms, conditions and provisions hereof.

X _____
Signature

THIS IS AN AGREEMENT, READ BOTH SIDES BEFORE SIGNING.

~ ~ Don't Forget - Units need to be returned cleaned and swept ~ ~