

## **Container Rental Terms & Conditions**

1. Renting: In consideration of the terms and covenants herein contained, CDCO agrees to rent to the Renter and the Renter agrees to hire from CDCO storage containers identified by the serial numbers listed in the Contract to be signed or subsequently added (hereinafter called the "Containers").
2. Term: The term of the Lease shall begin as to each Container on the rent start date and shall continue for each of the Containers for an initial period of 3 months, then month to month afterwards.
3. Rent start date: Rent starts for each container from the date set out in the attached Contract.
4. Rent Payment: For each of the Containers delivered to the Renter hereunder, the Renter shall pay rent as shown in the contract. Rent shall be paid monthly on the start date anniversary with a 5 day grace period upon which a \$25 fee will be assessed.
5. The delivery cost, pickup cost, and initial rent of 3 months for each container to the site shall be collected at or before the time of delivery. Delivery charges listed in Contract.
6. Return of Container: When the Renter decides to terminate the lease, rent for each Container shall cease on the first anniversary date of the start date after the day of pick up of the Container. If required, the cost of repair of Containers shall be for the Renter's account. And garbage or debris will be removed at renter's cost.
7. Replacement Values: The replacement value for each Container damaged beyond economic repair, lost or destroyed shall be as stated in the Contract.
8. Purchase Option: The Renter has the option to purchase each Container at the price indicated in the Contract. This option does not include monies collected as part of the Lease but Renter will receive credit of the pick up portion of the initial delivery/pick up fee. Cost to purchase is listed in the Contract. Ownership of each Container remains with CDCO until the option price is paid.
9. Renter agrees to use containers only as permissible by local laws and ordinances. No hazardous materials may be stored in container without CDCO written consent.
10. Renter agrees to hold CDCO, its owners, officers, employees, and delivery contractors harmless to any damages to property during delivery and pick up. Renter will also hold CDCO harmless to any damages to the contents stored within the containers and injuries sustained by Renter, his agents, or guests incurred during the use of the containers.
11. All monies due that are paid with a credit or debit card are subject to a 3.5% credit card fee.
12. USE OF THE CONTAINER. We grant YOU a contractual agreement to use the container for the storage of GOODS from the COMMENCEMENT DATE until the end of this agreement. The agreement granted to YOU shall not confer on YOU any right to exclusive possession of the container or the site, any tenancy or other proprietary right in or over the CONTAINER or SITE

other than as in the CONTRACTUAL AGREEMENT. YOU must not allow any other person (s) to store any of the following in the CONTAINER. (unless WE have consented in writing for you to do so.)

a.) Any food or perishable goods unless securely packed and protected from or likely to attract vermin.

b.) Birds, fish, animals, or any living creature.

c.) Combustible or flammable materials or liquids such as gas, paint, petrol, oil, cleaning solvents or drugs.

d.) Firearms, explosives, weapons or ammunition.

e.) Chemicals, radioactive materials, biological agents.

f.) Asbestos, any toxic waste or materials of a potentially dangerous nature.

g.) Any item which emits any fumes, smell or odor.

h.) Any illegal substances, illegal items or goods illegally obtained.

i.) Any compressed gases.

j.) Any building waste, rubble, timber, blocks or waste materials

k.) Tires or vehicle scrap including but not limited to waste oils/fluids.

13. WE retain the right to refuse YOU permission to store any GOODS and/or require YOU to collect any GOODS from the CONTAINER and/or the site if in our reasonable opinion the safety of any person on the SITE, or the security of the CONTAINER or its contents or any other CONTAINER/contents may be put at risk by the storage or continued storage of such GOODS.

14. YOU must not, nor allow any other person(s) to:

a.) leave any GOODS or any other personal belongings unattended anywhere on the SITE. WE reserve the right to remove such GOODS or belongings and dispose of them as we see fit and to charge YOU for such removal/disposal.

b.) use the CONTAINER or do anything in the container or on the SITE which may cause a nuisance to US or others on the SITE or any neighbors.

c.) use the CONTAINER as an office, workshop, living accommodation or home.

d.) spray paint or any mechanical work of any kind in the CONTAINER.

e.) attach anything to the internal or external surfaces of the CONTAINER nor make any alterations of any kind.

f.) allow any substance, liquid, or smell to escape from the CONTAINER, nor any vibration to be felt or noise audible to others.

g.) cause any damage to any CONTAINER on SITE or any property belonging to other SITE users or US. h.) leave anything to obstruct or block access to the SITE or other CONTAINERS.

i.) connect or provide any utilities/services to the CONTAINER unless authorised in writing by US in advance.

15. YOU must and YOU will ensure that anyone authorized by YOU must:

a.) Use reasonable care at all times when in the CONTAINER not to cause any damage to the CONTAINER.

b.) Inform US of any damage or defect to the CONTAINER as soon as you are aware of such.

c.) Comply with any directions given by US or our employees regarding the use of the CONTAINER.

d.) From time to time air the CONTAINER. Condensation may occur resulting from many factors such as filling on a rainy day or with wet GOODS. It is your responsibility to manage this.

16. YOU confirm that the GOODS are your own property or that the owner has given you authority to store the GOODS in the CONTAINER on the terms of this agreement.

17. YOU agree to reimburse US on a full indemnity basis for any damages, compensation, costs both legal and otherwise which we may incur or be ordered to pay as a result of any breach of clauses above.

18. SECURING THE CONTAINER. YOU are solely responsible for securing the CONTAINER to prevent any unauthorized access.

19. ACCESS TO THE CONTAINER BY YOU. WE grant YOU a contractual agreement to have access to the CONTAINER at any time for the purposes of depositing, removing, exchanging or inspecting the GOODS or airing the CONTAINER.

20. YOU will allow US to access the CONTAINER if WE give YOU not less than seven days notice of OUR intention to access the CONTAINER for the purpose of inspecting it or carrying out any repairs or maintenance/alterations as we see fit to the CONTAINER.

21. WE will have the right to access the CONTAINER without giving YOU any notice of OUR intention to do so and if necessary break any locks or mechanism to gain access if:

a.) WE believe it is a necessary emergency.

b.) WE believe it is necessary to prevent injury or damage to persons or property.

c.) WE are required to do so by the Police, Fire Services, Local Authority, Customs, Trading Standards or a Court Order.

22. EXCLUSION OF LIABILITY.

a.) All references to CONTAINER size are approximate only. WE accept no responsibility for their accuracy.

- b.) WE make no representation or warranty in relation to the suitability of the CONTAINER for the storage of any particular item.
- c.) YOU agree that YOU have carried out YOUR own inspection of the CONTAINER to determine its suitability.
- d.) YOU agree that YOU will inspect the CONTAINER from time to time throughout the period of this AGREEMENT.