

7. **Access of stored container** At time of order, Tenant will be asked for their driver's license number. Lessor will require identification before providing access to the Container(s) and/ or before scheduling a move or delivery of the Container(s).

8. **Placement of Container.** Tenant acknowledges that Lessor will normally place the Container(s) on a driveway or other paved surface immediately accessible from a street fronting tenant's premises. Such placement area shall have adequate width, depth and height clearance to sustain the weight and size of a Container(s). Tenant authorizes Lessor to 1) Drive on Tenant's lawn or other non-paved area in order to place the Container(s) in the area designated by Tenant or to place the Container(s) in an area lacking adequate clearance or 2) Drive on paved surface. In either case Tenant assumes full risk for all damage resulting from the placement of the Container(s) and relieves Lessor from any responsibility for such damage. Additionally, Tenant acknowledges that Lessor recommends against driving on Tenant's lawn or non-paved and certain paved areas. Any deliveries or retrievals of the Container(s) requiring Lessor to access the Container(s) by way of non-paved areas shall permit Lessor, as its option, to assess Tenant a service charge, which Tenant agrees to pay. Tenant agrees that they will not relocate the Container(s) in the event it is determined that the container has been relocated, Tenant agrees to pay an additional fee of not less than \$75.00 and up to current retail value to those persons whose Tenant wants to have unrestricted access to the account and Container(s).

9. **Lock.** Tenant shall provide, at Tenant's own expense, a lock for the Container(s) which Tenant, in Tenant's sole discretion deems sufficient to secure the Container(s). Tenant shall not provide Lessor or Lessor's Agents with a key and/ or combination to Tenant's lock. All Container's must be locked prior to Lessor moving them.

10. **Alterations.** Tenant shall not make or allow any alterations of any kind or description whatsoever to the Container(s) without in each instance, the prior written consent of the Lessor. Nothing is to be attached to the inside or the exterior of the container, this includes signs, banners or the like.

In Witness Whereof, the parties hereto have executed this Rental Agreement as of the date and year first written above and agree to be bound by all of the provisions of this Rental Agreement including the provisions contained on the reverse side of this page.

11. **Right to Enter Inspect and Repair Container.** Tenant shall grant Lessor, Lessor's Agents or the representatives of any governmental authority, including police and fire officials, access to the Container(s) and the premises where such Container(s) may be located if necessary, as required by applicable laws and regulations or in connection with Lessor, exercising its rights to set forth in Section 15. IN the event the Tenant shall not grant access to the Container(s) as required, or in the event of an emergency or upon default of any tenants obligations under the Rental Agreement, Lessor, Lessor's Agents, or the representatives of any governmental authority shall have the right, but not the obligation, to remove Tenant's locks and enter the Container(s) for the purpose of examining the Container(s) or to comply with applicable law including any applicable local, state, or federal law or regulation governing Hazardous Materials or to enforce any of Lessor's rights. In the event of any damage or injury to the Container(s) or to the Facility arising from the negligent or deliberate act of omissions of the Tenant, or for which Tenant is otherwise responsible, all expenses reasonably incurred by the Lessor to repair or restore the Container(s) or the Facility including any expenses incurred in connection with any investigation of site conditions or any "clean-up", removal, or restoration work required by any applicable local state or federal law or regulation or agency regulating any Hazardous Materials, shall be paid by the Tenant as additional rent and shall be due upon demand by the Lessor.

12. **No Representations or Warranties.** Lessor hereby disclaims any implied or expressed warranties, guarantees, representations of the nature, condition, safety or security of the Container(s) and the Facility, including any warranties of merchantability or witness for a particular use or purpose, and Tenant hereby acknowledges as provided in paragraph 1 above, that tenant has inspected the Container(s) and has the opportunity to inspect the facility and hereby acknowledges and agrees that Lessor does not represent or guarantees the safety or security of the Container(s) or the Facility or of any property stored therein and this Rental Agreement does not create any contractual duty for Lessor to create or maintain such safety or security. Lessor further acknowledges and understands that Lessor makes no assurances guarantees regarding the time of pick-up or delivery of any Container(s)

13. **Termination.** Either party may terminate this Rental Agreement at the expiration of any term by giving notice to the other party not less than seven (7) days before expiration and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, no monthly rent shall be pro rated if the termination occurs prior to the end of a full rental month.

14. **Default.** The following events shall be deemed to be events of default by Tenant under this Rental Agreement:
(a) Tenant shall fail to pay any installment of the rent due under this Rental Agreement
(b) Tenant shall fail to comply with any term, provision, or covenant of this Rental Agreement, other than the payment of rent, and shall not sure such failure within ten (10) days after written notice thereof to Tenant, or:
(c) Tenant shall abandon the Container(s)

15. **Remedies upon event of default.** If an event of default shall occur, Lessor shall have the right at its election, then or at the time thereafter while such event of default continues, to pursue the following remedy or any other remedies provided for under applicable laws under this Rental Agreement. ALL EXPENSES INCURRED BY LESSOR THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALNCES OWED BY THAT TENANT WILL BE ASSESSED TO THE TENANT (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER EXPENSES). Lessor may immediately terminate this Rental Agreement by giving notice to the tenant, in which event Tenant shall immediately surrender the Container(s) to Lessor and if tenant fails to do so, Lessor may, without prejudice to any other remedy, which it may have for possession or arrangements in rent, deny Tenant's access to the Container(s) if located at a facility or enter upon Tenant's premises and take possession of the Container(s) and Tenant's property stored in the Container(s) and expel or remove Tenant, without being liable for prosecution or of any claim of damages therefore and Tenant hereby agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Container(s) on satisfactory terms or otherwise. Lessor's remedies, including that set forth in Section 16, are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Lessor.

16. **Lessor's Lien.** INADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT, TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER(S) OR AT THE FACILITY TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE UNDER THIS RENTAL AGREEMENT. IN THE EVENT TENANT IS IN DEFAULT OF THIS RENTAL, AGREEMENT (AS DEFINED IN PARAGRAPH 14). LESSOR MAY BEGIN THE ENFORCEMENT OF ITS LIEN INCLUDING DENIAL OF ACCESS TO THE CONTAINER(S) BY THE TENANT, AGAINST ALL PROPERTY OF TENANT STORED IN THE CONTAINER(S) OR AT THE FACILITY IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE TENANT'S PROPERTY IS LOCATED WHEN LESSOR COMMENCES THE ENFORCEMENT OF ITS LIEN LAW. PROCEEDS, IF ANY FROM THE SALE OF THE PROPERTY IN EXCESS OF AMOUNTS OWED TO LESSOR, WILL BE PAID TO THE STATE TREASURER IF UNCLAIMED BY THE OCCUPANT WITHIN ONE YEAR AFTER THE SALE OF THE PROPERTY.

AS LESSOR HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE CONTAINER(S), TENANT HEREBY WAIVES ANY OBLIGATION THAT LESSOR PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN TENANT'S CONTAINER, TO THE EXTENT REQUIRED BY APPLICABLE STATE LIEN LAWS.

17. **Release of Tenant Information.** Tenant hereby authorizes Lessor to release any information regarding Tenant and Tenant's tenancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including but not limited to officials from local and state code enforcement agencies.

18. **Condition of Container upon termination.** Upon termination of this Rental Agreement for any reason, Tenant shall remove all Tenant's personal property from the container(s), unless such property is subject to Lessor's lien rights pursuant to paragraph 16, and shall immediately deliver possession of the Container(s) to Lessor in the same conditioned as delivered to Tenant in the commencement date of this Rental agreement, reasonable wear and tear excepted. If condition of container is damaged beyond normal wear and tear, the container will be cleaned or repaired and all charges will be the responsibility of the tenant. **Tenant agrees**

that any personal property left in the Container(s) shall be deemed abandoned by Tenant, and with respect thereto, Tenant authorizes Lessor to remove such property from the Container(s) and either dispose of it in any manner in Lessor's sole discretion and without liability to tenant or retain such property as collateral for payment of the removal charges and/or any other amounts due Lessor. Nothing herein shall be construed as imposing a duty upon Lessor to store or safeguard the Tenant's personal property, and Lessor hereby expressly disclaims any such duty.

19. **Notices.** Except as otherwise expressly provided in this Rental Agreement, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail or certified mail, deposited in the United States mail with postage thereon fully prepaid and addressed to the party to be served at the address of such party provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete in the date delivered, if personally delivered, or if mailed, shall be deemed complete three (3) days after deposit in the United States mail, with postage thereon fully prepaid and sent to the last known address of the intended recipient as provided for in this Rental Agreement.

20. **Notification of Change of Address.** In the event Tenant shall change Tenant's place of residence or alternate address from the place on the attached Rental Agreement Addendum, Tenant shall give Lessor written notice of any such change within ten (10) days of the change, specifying tenant's current residence, alternate address and telephone numbers. Failure to provide forwarding information in writing releases Lessor of any damages that might occur in the event that the Container(s) must be removed or in exercising Lessor's remedies upon an event of default. Lessor assumes no responsibility and will make no attempts to locate Tenant if such information is unavailable.

21. **Succession.** All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors, and assigns of the parties hereto.

22. **Assignment.** Tenant shall not assign or sublease the Container(s) or any portion thereof.

23. **Governing Law/Jurisdiction/ waiver of jury trial.** This Rental Agreement shall be governed and construed in accordance with the laws of the state of North Carolina. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under North Carolina Law, but of any provision of this Rental Agreement shall be invalid or Prohibited under North Carolina law such provision shall be ineffective only to the extent of such prohibition and invalidity without invalidating the remainder of such provision or the remaining provisions of this Rental Agreement. Tenant agrees to waive their rights to jury trial for any and all claims made against or through Lessor, Tenant further agrees that Lessor will be notified of all claims, no later than the earlier of 60 days from the initial discovery of the claim or default or 50 days following the expiration or termination of this Rental Agreement and failure to do so will result in the forfeiture of said claim. Any claims by Tenant arising under this Rental Agreement must be brought in a court of competent jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Tenant or Lessor from bringing an action to enforce any judgment or judicial order in any other jurisdiction.

24. **Local Ordinances and Regulations.** Tenant acknowledges that Tenant's use and placement of the Container(s) may be subject to county, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules. Tenant assumes full responsibility for any fines and/ or penalties monetary or other resulting from Tenant's use or placement of the Container(s) in violation of such ordinances, rules and/or regulations. If an authority requires Lessor to remove the Container(s) from Tenant's premises, Lessor will attempt to notify Tenant of such requirement; however Tenant gives Lessor full authority to comply with such requirements and absolves Lessor of any liability for any resulting damage to Tenant's premises or property. Additionally, if Tenant is renting or leasing the premises where the Container(s) is located, other than property owned by the Lessor and the Landlord of the premises request that the Container(s) be removed or relocated, Tenant gives Lessor full authority to comply with the landlord's request, and absolves Lessor of any liability for any resulting damage to Tenant's property or the premises and shall indemnify and hold harmless Lessor from any claims by the Landlord for damage to the premises. Tenant further understands that should the Container(s) be removed by any person other than Lessor. Tenant assumes all costs including but not limited to legal fees, removal, storage that are incurred with the Container(s) retrieval and removal and storage of the Container(s). of its obligations under this Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include

25. **Force Majeure.** Lessor shall not be held liable for any delay, interruption, or failure to perform any, but not be limited to any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes or other catastrophes or serious accidents, epidemics, or embargoes.

26. **Entire Agreement.** This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set herein, and no representative of Lessor or Lessor's Agents is authorized to make any representations, warranties, or agreements other than as expressly set forth herein. This Rental Agreement may only be amended by a writing signed by both parties

Lessor

Tenant

Invoice # _____

Date: _____

TES Representative

Tenant Signature

Tenant (Print Name)

BOSS Rental Information Sheet

Customer Name: _____

Delivery Address: _____

Phone: _____

Term of rental _____

**COMPETE CREDIT CARD
INFORMATION FORM**

Delivery Information:

Delivery Date: _____

Surface _____ (ex, paved, gravel, grass)

Do you need a lock? _____

Purchase Price _____

Do you need straps? _____

Purchase Price _____

Position of roll up door _____

Other information: _____

Credit Card Information Sheet

Name (as it appears on credit card) _____

Address _____

City _____ **State** _____ **Zip** _____

Credit Card Type: (circle one)

Visa MasterCard Amex Discover

Credit Card # _____

Expiration Date _____

Verification Code _____

Amex = 4 digits front of card

Visa / MC = 3 digits on back of card

Discover = 3 digits on back of card