

**BINS, LLC  
PORTABLE STORAGE RENTAL AGREEMENT**

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**NOTICE OF LIEN:**

**THIS RENTAL AGREEMENT ACCEPTED BY BOTH PARTIES, GIVES THE OPERATOR OF BINS, LLC PORTABLE STORAGE CONTAINER A LIEN ON OCCUPANT'S STORED PROPERTY FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, INCURRED FOR STORING SAID PROPERTY, ANY EXPENSES NECESSARY FOR ITS PRESERVATION, OR THE EXPENSES NECESSARY OR REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION, OURSUANT TO THIS RENTAL AGREEMENT AND/OR THE OHIO UNIFORM COMERCIAL CODE**

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**NOTICE REGARDING DEFAULT/PUBLIC AUCTION**

**IF OCCUPANT DEFAULTS UNDER THE TERMS OF THIS RENTAL AGREEMENT, OCCUPANT'S PROPERTY MAY BE SOLD AT AUCTION TO SATISFY OPERATOR'S LIEN.**

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**INSURANCE: PROPERTY STORED IN THE CONTAINER IS NOT INSURED BY THE OPERATOR AGAINST LOSS OR DAMAGE. IT IS OCCUPANT'S SOLE AND EXCLUSIVE RESPONSIBILITY TO INSURE HIS OR HER PERSONAL PROPERTY AGAINST LOSS OR DAMAGE. OCCUPANT OBTAINING INSURANCE ON THE OCCUPANT'S STORED PROPERTY IS A MATERIAL CONDITION OF THIS RENTAL AGREEMENT AND IS FOR THE BENEFIT OF BOTH OCCUPANT AND OPERATOR**

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A. OCCUPANT WILL MAINTAIN, AT ITS OWN EXPENSE, ADEQUATE CONTAINER CONTENTS AND CONTAINER DAMAGE WAIVER INSURANCE COVERING THE RENTED CONTAINER AND THE CONTENTS CONTAINED WITHIN. INSURED AMOUNT OF CONTAINER DAMAGE WAIVER COVERAGE WILL BE EQUAL TO 100% OF THE REPLACEMENT VALUE OF THE RENTED CONTAINER. THIRD PARTY INSURANCE COVERAGES MUST BE SATISFACTORY IN BINS, LLC'S INSURANCE AGENT'S SOLE DISCRETION. CONTAINER DAMAGE WAIVER INSURANCE SHALL BE ISSUED TO OCCUPANT AND SHALL NAME BINS, LLC AS ADDITIONAL INSURED AND/OR DIRECT LOSS PAYEE. AT THE REQUEST OF BINS, LLC INSURANCE CERTIFICATES EVIDENCING CONTAINER CONTENTS AND CONTAINER DAMAGE WAIVER INSURANCE SHALL BE FURNISHED TO BINS, LLC. SAID INSURANCES SHALL BE MAINTAINED BY OCCUPANT UNTIL ALL CONTAINERS RENTED HEREUNDER ARE REDELIVERED TO BINS, LLC.

**B. OCCUPANT ACKNOWLEDGES AND UNDERSTANDS BINS, LLC IS NOT AND WILL NOT INSURE OR GUARANTEE AGAINST LOSS OF OCCUPANT'S PROPERTY STORED IN THE CONTAINERS, AND BINS, LLC HAS NO LIABILITY WHATSOEVER AS TO CLAIMS FOR LOSS OR DAMAGE TO SUCH PROPERTY. CUSTOMER HEREBY WAIVES ANY CLAIMS WHATSOEVER AGAINST BINS, LLC FOR LOSS OF AND DAMAGE TO ANY PROPERTY STORED IN RENTED CONTAINER.**

**TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT:**

**NOTICE TO OCCUPANT:**

OCCUPANT HAS READ AND ACCEPTS THIS RENTAL AGREEMENT, FULLY UNDERSTAND, AND AGREE TO ABIDE BY THE COVENANTS AND CONDITIONS HEREIN. THIS RENTAL AGREEMENT IS FULLY BINDING UPON INITIAL DELIVERY OF THE CONTAINER RENTAL. THIS RENTAL AGREEMENT IS EIGHT (8) PAGES LONG.

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**REMIT MONTHLY PAYMENT BY CREDIT CARD ONLY UNLESS ASKED UPON IN ADVANCE**

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**OCCUPANT MUST NOTIFY BINS PORTABLE STORAGE, IN WRITING, VIA EMAIL, OF ANY ADDRESS CHANGE AND ANY INTENT TO TERMINATE AS DESCRIBED IN PROVISION 24**

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- 1. Month-to-Month Term and Renewal:** This Rental Agreement for the lease of a portable storage container (the transportation costs and for storage of said portable storage container (the "Ground Lease") from Bins, LLC ("Operator") shall be on a month-to-month basis and shall automatically renew for successive one-month periods on their recurring monthly rental date (the day of initial delivery) hereafter unless terminated as provided for in Item 6 or 22. Operator may increase Monthly Rent for the container within 30 days advance written notice to Occupant. A one (1) calendar month minimum rental is required.
- 2. Rent is due on the Monthly Recurring Rental Date:** Rent shall be in the amount as specified, payable monthly to Operator in advance, without demand or notice, on the Monthly Recurring Date of each month during the term of this Rental Agreement and any extensions or renewals thereof. Occupant agrees to pay Rent with credit card with advance written authorization, and shall not mail or deliver Rent in the form of cash to Operator. It is expressly agreed that Operator does not send monthly statements or reminders of Rent due dates. Occupant shall not fail to pay rent if Occupant does not receive an invoice or bill. Operator may require payments of Rent to be in the form of money order or cashier's check, in the event Occupant is in Default or has any payment due to Operator returned for any reason, including insufficient funds. Rent is non-refundable except as described herein.

**3. Credit/Debit Card Authorization for Payment of Rent and Other Charges:** Occupant has authorized Operator to automatically charge or debit the charge or credit/debit card on file on the Monthly Recurring Rental Date, or as soon as reasonably practicable thereafter, in the amount specified as Rent for each and every month Occupant continues to use, occupy, or hold over use of the Container. This authorization shall continue and include any increases in Rent and other charges assessed to the Occupant. In any circumstance, in the event Occupant terminates this authorization or the Rental Agreement owing any Rent or other charges due to Operator, Operator may charge/debit Occupant's credit/debit card any sum due and owing upon termination including, but not exclusively, damages to the container or Operator's Facility, outstanding Rent due, any other default charges, clean up charges, dumpster/disposal charges, and any other sums due and owing at the termination.

**4. Placement of Container at Remote Location:**

A. **General Rules and Restrictions.** If Occupant desires the Container be located at Occupant's Remote Location ("Remote Location"), Occupant should be present at Occupant's Remote Location or reachable by telephone at the time of delivery to specify the "placement area" for the Container. Alternatively, Occupant has given placement via the Company's website on setting up the remote location. If Occupant is unable to be present at the time of delivery, Occupant must designate a placement area at Occupant's Remote Location(s) for placement of the Container by describing the placement area to Operator's representative, marking said area with cones, flags or paint, or providing written instructions to operator. Operator will normally attempt to place the Container on a paved surface or driveway at the location subject to Occupant's discretion. Occupant understands that the designated Container placement area must have adequate height, depth, width and maneuvering space for proper delivery and that the Container is designed not to tip but may tip up to 10°. Occupant acknowledges that it may be necessary for Operator to move the vehicle transporting the Container and the Container onto a lawn or other unpaved area in order to place the Container in the placement area designated by Occupant and Operator shall not be liable for damage incurred from placement. Occupant agrees not to move the Container without Operator's written consent, and agrees to defend, indemnify, and hold Operator harmless from and against any and all claims, liabilities, losses, damages, injuries, deaths, costs and expenses (including without limitation reasonable attorney's fees and expenses) arising out of or in connection with the placement of the Container. Occupant acknowledges that Operator may refuse to place the Container at Occupant's designated placement area for any reason in Operator's sole discretion and that Operator may levy a surcharge for what Operator, in its sole discretion, determines to be a difficult, unsafe, or hazardous placement of the Container, which surcharge must be paid to Operator before Operator delivers the Container to Occupant, if Operator so demands. Occupant also agrees to pay any additional fees to cover labor and equipment costs for relocating the Container in these instances. The definition of a non-paved surface is an area which lacks enough square footage of concrete or asphalt to fully support the entire underside of each Container or if Operator has to cross over such non-paved area to deliver the Container to a placement area.

B. **Right to Property and Grant of Access of Property.** Occupant hereby warrants and represents that Occupant is the owner of the property designated as Occupant's Remote Location or that Occupant is an authorized agent of the owner of such property, or that Occupant has permission from the owner of such property to occupy the property and that Occupant has the right and authority to permit Operator's unrestricted entry upon such property as required, and grants Operator such access whenever Operator deems it necessary, in Operator's sole discretion, to enforce any of Operator's rights under this Rental Agreement or under any applicable federal or state law. In the event the Remote Location is rented property, Operator reserves the right to request proof of consent for the placement of the Container from the Landlord.

C. **Local Ordinances and Regulations:** Occupant's use of the Container is subject to country, city, state, and local ordinances, rules, taxes, levies or penalties, monetary or otherwise, resulting from Occupant's use of the Container. Occupant is responsible for obtaining any permits necessary to place the Container at its Remote Location. If a governing body or association requires Operator to move the Container from the Remote Location, Operator will attempt to notify Occupant of such requirement. Occupant hereby grants to Operator full authority to comply with any and all governmental and quasi-governmental requirements and absolves and holds Operator harmless for any resulting damage to Occupant's property. If Occupant is renting or leasing the property where the Container is located (other than at Operator's Facility), and the landlord of the property demands that the Container be moved or relocated, Occupant hereby grants Operator full authority to comply with landlord's request, and agrees to defend, indemnify and hold harmless Operator from and against any and all claims, liabilities, losses, damages, costs and expenses (including without imitation reasonable attorney's fees and expenses) arising out of or in connection with any alleged damage to the landlord's or Occupant's property in connection therewith. Occupant also agrees to pay any additional fees including additional pick-up fees to cover labor and equipment costs for moving or relocating the Container in these instances.

**5. Termination.** Occupant may terminate this Rental Agreement and return possession to Operator under the following terms and conditions, and presuming all Rent and other charges are paid in full:

A. If the Container is on Occupant's Remote Location, Occupant must give three (3) days notice that the Container has been vacated and schedule a mutually agreeable time for pickup and removal of the Container. Upon pickup the Container must be completely empty, "broom clean" and no Occupant's lock on the Container.

- B. If the Container is stored at Operator's facility, Occupant must schedule and provide Notice of Intent to Terminate and Schedule Delivery of the Container with Operator at least three (3) business day's notice and select a date thereafter (if different) that the operator may remove the Container from Operator's Remote Location. The term of this Agreement does not end until the Container has been picked up by Operator from the Occupant's Remote Location, at which time the Container must be free of a Occupant's property, "broom clean," and have no lock on the Container. Alternatively, Occupant can remove its property at Owner's Facility and terminate this Agreement within three (3) days notice and an appointment to access the Container.
  - C. The Container is rented on a monthly term and therefore any holdover into a following month shall result in an additional month's rent being accrued, due, and owing to Operator. Should Occupant have the Container delivered but not empty by the end of a month or not give adequate notice when scheduling a pick up or delivery, an additional month's Rent shall be charged.
  - D. Operator may terminate this Rental Agreement by giving the Occupant thirty (30) days written notice prior to the end of any month. Upon Operator's termination of this Rental agreement, Occupant shall remove the contents of the Container and Occupant's lock and shall tender possession of the Container to Operator in the same condition as delivered to Occupant. If Occupant fails to completely remove its contents from the Container after termination, Operator, at its option, may without further notice or demand, either directly or through legal proceeding, re-enter the Container and remove all property therein without being deemed guilty in any manner of trespass, conversion, or any other basis for legal liability. Operator may remove items left in the Container pursuant to Operator's Lien and hold property as collateral for payment for removal services. Occupant shall sweep and leave the Container "broom clean" and remove all debris from the Container or Occupant will be subject to a Seventy-Five Dollar (\$75.00) per hour (one hour minimum) cleaning fee for each separate Container plus actual disposal costs.
6. **Other Charges and Fees:** The Occupant is in default if the Rent is not paid by the Monthly Recurring Rental Date and any Rent accepted thereafter shall be at the sole discretion of Operator. If Occupant's Rent is more than five (5) days late, Occupant shall pay a late fee of ten percent (10%) of the Rent then due and owing. For the purpose of determining if Rent is paid on time, the date the payment is received at Operator's office, not the postmark date is used. Any Rent received after 4:00 p.m. shall be deemed received the next business day. If Occupant has entered into a Ground Lease for storage of the Container, at Operator's Facility, Operator may also, at this date, deactivate Occupant's access to Occupant's Container and owe and additional Five Dollar (\$5.00) fee for the denial of access. If Operator overlocks the Container at Operator's Facility or on Occupant's Remote Location to deny access on or after the Monthly Recurring Rental Date a Five Dollar (\$5.00) overlock fee will be imposed for overlock, at Operator's Facility or on Occupant's Remote Location. If Occupant's Rent becomes 30 days or more past due, or upon any breach of the provisions of this Rental Agreement, Occupant shall be charged a Fifty Dollar (\$50.00) Lien Notice charge plus the cost of any certified U.S. Mail charges in addition to the late fee for the second month, plus the costs of newspaper advertising if the certified mail notice is not accepted or not deliverable to Occupant's last known address. In the event the default is not cured, Occupant shall be charged a One Hundred Dollar (\$100.00) fee to conduct the lien sale, plus the costs of advertising the lien sale which charge is imposed on the date the advertisement is placed for the first time in the newspaper of general circulation or posted, even if Occupant redeems his/her property before the sale. Any lock cut required to be performed by Operator shall result in a charge incurred by Occupant of Twenty-Five Dollars (\$25.00). Occupant shall also pay Operator all other costs and expenses incurred by Operator arising out of or related in any manner to a breach of this Rental Agreement particularly any charges incurred for Rent, late fees, or other charges and expenses incurred in enforcing the lien by Occupant, Operator's collection of any amount owed by the Occupant, or the exercise of any remedy by Operator upon a Default by Occupant (including the sale or other disposition of Occupant's property) as permitted under this Rental Agreement or by law. Occupant shall be liable to Operator for Operator's attorney's fees incurred in enforcing any of Occupant's responsibilities under this Rental Agreement. A Twenty-Five Dollar (\$25.00) charge shall be assessed for any returned check. A Sixty Dollar (\$60.00) pickup or drop off charge shall be assessed for each pickup and drop off within a thirty (30) mile radius of the Facility. In the event Occupant misses or reschedules a delivery or pickup of the Container, Occupant must notify Operator before 4:00 p.m. on the day before the originally scheduled pick up or delivery. In the event Operator fails to provide Operator with notice to reschedule a pickup or delivery then Occupant shall pay a Twenty-Five Dollar (\$25.00) rescheduling fee plus the costs of mileage as described below.
7. **Ground Lease:** If the Container is to be stored at Operator's facility (the "Facility") Occupant shall pay, as additional Rent, the sum listed in the terms and Conditions Section of the Rental Agreement for storage of the Container. No additional warranties shall be expressed or implied for the safety and security of the stored property while on Operator's Facility, even if the Container is maintained in an indoor enclosed warehouse. Containers are not deemed water tight and it is still possible for the stored property to become wet, moldy, damaged, and /or dusty while stored at Operator's Facility. No additional bailment shall be expressed or

implied by Operator's trucking or storing the Container with the stored property inside its warehouse as long as Occupant has locked the Container and retained the key.

8. **Use of Container and Prohibited Storage, Limitation on Value of Stored Property:** The Container may be used and occupied only for the storing of personal property owned by Occupant and maximum weight of the contents may not exceed five thousand pounds (5,000 lbs). No vehicles, including titled vehicles, or other gas-powered items may be stored in the Container. Occupant shall keep the Container in a clean and sanitary condition and free of rubbish, liquid waste or refuse. Occupant shall not use the Container for the use or storage of any animals; food; animal feed (including seed); explosives; highly flammable, dangerous, hazardous or toxic materials or substances as defined in Provision 13 below; noxious smelling items, contraband or illegal substances; or for any unlawful purpose of any kind. Occupant shall not use the Container for the operation of any commercial, industrial, manufacturing or distribution business, except when the Container is located on Occupant's commercial site. Occupant shall not engage in any activity in the Container that produces such prohibited materials. Occupant shall not use the Container for storage of any gasoline or other fuel oil, grease, or any other lubricant, tires or batteries, or any other accessories. **Occupant shall not live or sleep in the Container, nor shall animals be permitted to be stored in the Container. Occupant agrees not to store property in the Container with a total value in excess of \$2,500.00 without the prior written permission of the Operator. If such written permission is not obtained, the value of property shall be deemed not to exceed \$2,500.00. The Container is not appropriate for storage of irreplaceable property such as cash, books, writings, family heirlooms, antiques or objects that have an unknown immediate resale market value, or objects that have a special, sentimental, or emotional value to Occupant.** By this Rental Agreement, Operator is generally not liable for the loss of Occupant's property. In the event any competent court of law adjudicates Operator liable for any loss, for any reason, Occupant agrees that Operator's liability shall not exceed \$2,500.00. This provision shall not constitute an admission that Occupant's property has any value whatsoever.
9. **No Warranties by Operator:** OPERATOR DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, GUARANTIES AND REPRESENTATION REGARDING THE CONTAINER OR ANY PREMISES, INCLUDING WITHOUT LIMITATION:
  - A. ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, AND REPRESENTATIONS AS TO MERCHANTABILITY, DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, CAPACITY, SUITABILITY, PERFORMANCE, QUALITY, FITNESS FOR USE OR FOR ANY PARTICULAR PURPOSE OF THE CONTAINER OR ANY FACILITY; AND
  - B. ANY WARRANTIES, GUARANTIES AND REPRESENTATIONS REGARDING THE CONDITION, SAFETY, SECURITY, OR NATURE OF THE CONTAINER, ANY PREMISES OR PROPERTY STORED THEREIN OR THEREON. OCCUPANT HEREBY ACKNOWLEDGES THAT THIS RENTAL AGREEMENT DOES NOT CREATE ANY DUTY, CONTRACTUAL OR OTHERWISE, OF OPERATOR TO CREATE, MAINTAIN, INCREASE, OR ENHANCE THE CONDITION, SAFETY, SECURITY OR NATURE OF THE CONTAINER OR ANY GROUND STORAGE FACILITY. OCCUPANT LEASES THE CONTAINER AND USES THE PREMISES "AS IS," "WITH ALL FAULTS," APPARENT OR OTHERWISE.
10. **Packing and Packaging:** Occupant acknowledges that Occupant assumes full responsibility and liability for packing, loading, and securing Occupant's property within the Container for all of Occupant's intended uses, including over-the-road transportation. Occupant also acknowledges that Occupant assumes full responsibility and liability for removal, unloading or unpacking of the property from the Container. The Container shall be packed according to the instructions provided such that if anything breakable is properly secured and packed. Occupant acknowledges that the Container is tipped 10° when loaded or unloaded on or off the Operator's truck. Occupant may not request that Operator or Operator's agents assist in the packing, loading, securing, unloading or unpacking of the Container. If Occupant disregards these directives and requests that Operator or Operator's agents provide Occupant with loading or unloading services, Occupant does so exclusively at his/her own risk, and agrees to defend, indemnify and hold harmless Operator against any loss, damage, liability, claim, expense or injury to property or persons that may result from such packing services. IF OCCUPANT HIRES AN EMPLOYEE OF OPERATOR TO PROVIDE OR ASSIST WITH PACKING, LOADING, UNLOADING, UNPACKING OR OTHER SIMILAR SERVICES ANCILLARY TO OCCUPANT'S RENTAL OF THE CONTAINER, THEN OCCUPANT HAS CREATED A "BORROWED SERVANT" ARRANGEMENT WHEREBY SUCH EMPLOYEE IS NOT ACTING AS AN AGENT, SERVANT, OR EMPLOYEE OF OPERATOR, BUT RATHER AS A BORROWED SERVANT OF OCCUPANT. OCCUPANT AGREES THAT IN SUCH CIRCUMSTANCES SUCH EMPLOYEE IS SUBJECT TO OCCUPANT'S SOLE DIRECTION AND CONTROL.
11. **Insurance and Security Type Systems:** Occupant agrees, at his/her sole expense, to maintain insurance on all Property stored in the Container with actual cash value coverage against all perils, without exception. Occupant's failure to maintain such insurance shall be a Default under this Rental Agreement and

Occupant shall assume all risk of loss or damage that would have been covered by such insurance. Operator makes no representations that if the Container is stored at Operator's Premises that there are any security type devices or systems which protect or reduce the likelihood of loss or damage to the property in the Container. Any security type devices or systems installed by Operator is for protection of Operator's Facility only and does not change the aforementioned liability or any type of loss incurred by Occupant and shall in no way release Occupant from his/her obligation of insuring his/her property. Occupant acknowledges and agrees as follows:

- A. All property is stored by Occupant at Occupant's sole risk. Property and contents insurance is Occupant's sole responsibility. Operator does not maintain liability insurance on the contents of the Container. Occupant may obtain insurance from the insurance company of Occupant's choice. To the extent Occupant chooses not to obtain insurance coverage for the full value of the Occupant's property stored in the Container, Occupant agrees Occupant will be deemed self-insured and will personally assume all risk of loss and damage that could have been covered by insurance including loss or damage from burglary, fire, water, vandalism, vermin, and any other cause without limitation.
  - B. Operator does not list, review or inspect the contents of the Container, nor has interest in or concern with any value, quality or type of goods stored in the Container pursuant to this Agreement, except to determine, upon notice or suspicion, whether prohibited items are being stored.
  - C. Operator and its affiliates, agents, authorized representatives and employees (collective "Operator's Agents") will not be responsible for any loss that could have been insured, including without limitation, any loss arising from the active or passive acts, omission or negligence of Operator or Operator's Agents (collective "Released Claims"). Occupant waives any rights of recovery against Operator or Operator's Agents for the Released Claims, and Occupant expressly agrees that the carrier of any insurance obtained by Occupant shall not be subrogated to any claim of Occupant against Operator or Operator's Agents.
  - D. Operator and Operator's Agents are not an insurance company or insurance agents, and they do not sell insurance, do not act as any insurance company's agent, broker or solicitor, and do not assist in the explanation of coverage or in the making of claims under any insurance policy.
12. **Hazardous Substances:** Occupant shall not use or allow the Container to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance without prior written consent of Operator. The term "release" shall have the same meaning as ascribed to it in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9602, et seq., as amended, ("CERCLA"). The term "hazardous substance" means:
- i. Any substance defined as a "hazardous substance" under CERCLA;
  - ii. Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas and synthetic gas, and;
  - iii. Any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.
13. **Access:** If the Container is stored at Operator's Facility, Occupant's must make arrangements with Operator for access to the Container with at least twenty-four (24) hours advance notice. Operator may reasonably limit the hours that access is available to the Container. Access to the Container is available by appointment only. Operator reserves the right to charge a retrieval/access charge for the Container in Operator's facility. Operator may deny access to the Occupant if Occupant is in default and/or in the event of an emergency in or around Operator's Facility or when access to the Facility is deemed unsafe in the sole discretion of Operator.
14. **Heated Space:** If Occupant has opted for storage at Operator's Facility then the Container shall be stored in Operator's storage warehouse which is heated in the Winter. As Ohio has no definition of the term "heated or temperature controlled space" this Provision seeks to define the responsibility to provide a heated space. It is agreed between the Operator and the Occupant that if Occupant is storing at Operator's facility that Operator will provide heated space by heating the building containing the Container to no lower than fifty degrees (50°) in the winter. Occupant recognizes that under certain circumstances, including but not limited to, mechanical failure of the heating systems, material shortages, electrical or other utility blackouts, brownouts, or other failures, acts of God, labor or material shortages, strikes, malicious mischief, extreme weather conditions, and fire that the temperature may deviate from the stated desired minimum and the Occupant understands that the heating and the power systems for the heating systems are not redundant. Further, the temperature in the facility containing the Container may vary from the temperature of the Container. Occupant agrees to release Operator from any and all liability arising from any such failure of the heating systems which occurs as a result of a failure outside of Operator's direct control. Occupant recognizes that the Container is not ventilated and that temperature and humidity in the Container may not always be the same as outdoor air or in the facility if stored under a Ground Lease.
15. **Mold:** Occupant understands that there is a risk of the growth of mold and/or mildew on Occupant's stored property. Operator does not warrant the Container to be watertight or dry. Mold is a naturally occurring substance and it is possible to have mold appear or grow on Occupant's property. To help avoid mold,

Operator recommends storing property off the floor of the Container, such as on pallets or shelves (do not attach to the Container), wrapping certain property in plastic and keeping goods susceptible to mold from touching the walls of the Container. Occupant understands that any stored property placed into the Container that is damp or wet will likely grow mold or mildew because of its wet or damp condition when placed into the Container even if Operator controls humidity in the Container. Operator recommends periodically inspecting the Container and the property and taking any and all actions necessary to protect Occupant's property.

16. **Locked Space; Storage Occupant's Risk; Abandonment:** Occupant is required to lock the Container using one lock per Container. Operator suggests the use of disk locks. Operator shall not retain a key to Occupant's lock. If a lock is removed for a reason described in the Rental Agreement, including Default by Occupant, then Occupant shall replace the lock with another lock at Occupant's sole expense. If the Container is found open or if a lock is removed for an inventory or sale, Operator may, but is not required to, lock the Container at Occupant's expense. Operator shall have no obligation to exercise any care, custody or control over Occupant's stored property. Operator assumes no responsibility for any loss, damage or casualty however caused to such stored property.
17. **Release of Liability:** Occupant releases Operator, its employees, their agents, successors, and assigns from any and all liability for property damage or loss of property; for damage or loss from, as examples, including but not limited to, fire, water, the elements, mold or mildew, Acts of God, theft, burglary, vandalism, malicious mischief, mysterious disappearance, and rodent damage; or the acts or failure to act or negligence of Operator, its employees, or agents. Occupant further releases Operator, its employees, agents, successors, and assigns from any and all liability for personal injuries or death to persons including Occupant and Occupant's family or invitees arising from the use of the Container and from all activities Occupant may conduct on Operator's Facility.
18. **Indemnification by Occupant:** OCCUPANT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS OPERATOR, ITS AFFILIATES, AGENTS, THE MEMBERS, MANAGERS, EMPLOYEES, OF EACH OF THE FOREGOING, AND THE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING (COLLECTIVELY "INDEMNIFIED PARTY(IES)") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, INJURIED, DEATHS, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES) (COLLECTIVELY "CLAIMS") ASSERTED OR INCURED BY ANY PERSON(S) OR ENTITY(IES) (INCLUDING WITHOUT LIMITATION OCCUPANT AND OCCUPANT'S EMPLOYEES, AGENTS, CONTRACTORS, INVITEES, CUSTOMERS AND VISITORS (COLLECTIVELY "OCCUPANT'S GROUP")) ARISING OUT OF OR IN CONNECTION WITH:
  - A. ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION ON OCCUPANT'S PART TO BE PERFORMED UNDER THIS AGREEMENT; AND/OR
  - B. ANY PHYSICAL DAMAGE TO THE BINS CONTAINER WHILE IT IS STORED AT OCCUPANT'S REMOTE LOCATION OR WHICH IS DUE TO OCCUPANT'S FAILURE TO COMPLY WITH OPERATOR'S INSTRUCTIONS FOR PROPER USE OF THE BINS CONTAINER; AND/OR
  - C. ANY PHYSICAL DAMAGE TO THE BINS CONTAINER OR OPERATOR'S FACILITY ARISING FROM THE NEGLIGENT OR DELIBERATE ACT OR OMISSION OF OCCUPANT OR ANY OF OCCUPANT'S GROUP OR FOR WHICH OCCUPANT IS OTHERWISE RESPONSIBLE; AND/OR
  - D. OCCUPANTS OR ANY OF OCCUPANT'S GROUP'S USE OF THE BINS CONTAINER, THE CONDUCT OF OCCUPANT'S BUSINESS OR ANY ACTIVITY, WORK OR THING DONE PERMITTED OR SUFFERED IN OR ABOUT THE BINS CONTAINER IN EACH CASE UNDER THIS CLAUSE (D) EVEN IF THE APPLICABLE CLAIM ARISES OUT OF OR IN CONNECTION WITH THE NEGLIGENCE OF THE APPLICABLE INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT THE PROVISIONS OF THIS CLAUSE (D) SHALL NOT APPLY TO THE EXTENT THE LOSS IS DIRECTLY AND PROXIMATELY CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY; AND/OR
  - E. ALL ATTORNEYS' FEES, EXPENSES AND LIABILITIES ACTUALLY INCURRED BY THE INDEMNIFIED PARTIES IN THE DEFENSE OF ANY INDEMNIFIABLE CLAIM, INCLUDING COSTS OF APPEAL, SETTLEMENT AND/OR DEFENSE. INDEMNIFIED PARTIES BY REASON OF ANY INDEMNIFIABLE CLAIM, OCCUPANT, UPON NOTICE FROM OPERATOR, SHALL DEFEND THE SAME AT OCCUPANT'S EXPENSE USING COUNSEL REASONABLY SATISFACTORY TO OPERATOR AND OPERATOR SHALL COOPERATE WITH OCCUPANT IN SUCH DEFENSE. OCCUPANT SHALL NOT SETTLE ANY CLAIM WITHOUT THE CONSENT OF THE INDEMNIFIED PARTY, UNLESS SUCH SETTLEMENT INVOLVES ONLY THE PAYMENT OF MONEY AND THE CLAIMANT PROVIDES TO THE INDEMNIFIED PARTY A RELEASE FROM

ALL LIABILITY IN RESPECT OF SUCH CLAIM. IF THE SETTLEMENT OF THE CLAIM INVOLVES MORE THAN THE PAYMENT OF MONEY, OCCUPANT SHALL NOT SETTLE THE CLAIM WITHOUT THE PRIOR CONSENT OF THE INDEMNIFIED PARTY, WHICH CONSENT SHALL NOT BE UNREASONABLY IF ANY ACTION OR PROCEEDING IS BROUGHT AGAINST OPERATOR OR ANY OF THE OTHER

19. **Operator May Enter:** Operator, its employees or agents and the representatives of any governmental or quasi-governmental authority, including police and fire officials, shall have the right to remove Occupant's lock and enter the Container, without notice to Occupant, to take such action as may be necessary to preserve Operator's property in the event of an Emergency, or to comply with any applicable law, governmental or court order, warrant, or subpoena or to enforce any of Operator's rights. For the purposes of this Rental Agreement, "Emergency" shall be defined as any event that jeopardizes the health, safety and/or wellbeing of any person or of the Facility or any of the buildings or the land appurtenant to the Facility or any other property or chattels stored at the Facility. Operator shall further have the right to remove Occupant's lock and enter the Container in the event of default by Occupant.
20. **No Bailment: NO BAILMENT IS INTENDED OR CREATED BY THIS RENTAL AGREEMENT.** OPERATOR IS NOT ENGAGED IN THE BUSINESS OF STORING GOODS FOR HIRE OR A WAREHOUSE BUSINESS AND IS JUST AN OPERATOR OF RENTAL PORTABLE STORAGE CONTAINERS AND REAL ESTATE AS SPACE FOR THEIR STORAGE. Occupant agrees that Occupant has loaded and locked the Container with Occupant's own lock and that Operator does not have knowledge, care, custody, or control of the specific goods in the Container rather, if this Container is to be taken back to Operator's Facility, the soles issue of custody and control is of the Container itself, not the contents. Operator shall not be liable for any damage that occurs to the contents of the Container unless the Container is dropped by Operator from a height greater than three feet (3') above ground. Occupant is solely responsible for packing Occupant's goods into the Container in such a manner that it can withstand tilting, bouncing, jostling, transportation, as well as a drop of less than three feet (3') above ground.
21. **Operator's Lien: IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT AND/OR OTHER CHARGES, OCCUPANT HEREBY GRANTS TO OPERATOR A CONTRACTUAL OPERATOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER PLACED IN THE CONTAINER WHEREVER LOCATED TO SECURE THE PAYMENT OF ALL RENTS AND OTHER CHARGES PAYABLE BY OCCUPANT UNDER THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT.**
22. **Defaults; Operator Remedies:** If Occupant breaches any term or condition of this Rental Agreement, including but not exclusively, the obligation to pay Rent or other charges (a "Default"), Operator in addition to such other rights it may have under this Rental Agreement and law shall have the right to terminate this Rental Agreement and demand possession of the Container which Occupant shall not fail to give to Operator. In all circumstances Operator may place Operator's own lock on the Container and deny Occupant access thereto in a reasonable and peaceful manner pending payment. In the event of default, Operator may do one of the following:
  - A. Enter Occupant's Remote Location and remove and repossess the Container to Operator's Facility including all of Occupant's property. Occupant hereby grants to Operator and its Agent an irrevocable right of entry and/or easement to enter onto the Occupant's property to remove the Container without said entry being considered a trespass or a breach of the peace or conversion. Operator may take possession of the Personal Property stored in the Container to Operator's Facility and hold the same until said lien is satisfied. Once removed to Operator's Facility, Occupant's property may be sold pursuant to Operator's lien; or
  - B. Operator may enter onto Occupant's Remote Location under the same right of access easement described above and remove all of Occupant's property from the Container leaving it in close proximity to the Container in a reasonable manner and condition and remove Operator's Container from Occupant's property. Should the Container be located at Operator's Facility or be moved back to Operator's Facility with Occupant's contents, then Operator may exercise its lien against the Property contained in the Container. In the event Operator exercises its lien against the Property, Operator may sell or otherwise dispose of the Property in the Container as permitted by law after proper notice to Occupant and all other interested parties. Operator may also pursue any and all other remedies, at law or equity, available to Operator against Occupant. All remedies available to Operator shall be cumulative and the exercise of one or more remedies shall not exclude or waive Operator's rights as to any other remedy.
23. **Notices:** Except as otherwise required by law, all notices under this Rental Agreement from Operator to Occupant shall be emailed to the address provided by Occupant at the time the order is placed. If email is non-responsive, Operator reserves the right to send first class U.S. mail, postage pre-paid, or by Certified

Mail to Occupant's last known address and shall be conclusively presumed to have been received by Occupant three (3) business days after mailing. All notices from Occupant to Operator shall be emailed.

24. **Partial Payments or Payment in the Event of Default:** Partial payments shall not be accepted.
25. **Assignment and Subletting:** Occupant may not assign its rights under this Rental Agreement or sublet the Container without the prior written consent of Operator. This Rental Agreement shall be binding upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.
26. **Governing Law; Jury Trial; Severability:** This Rental Agreement shall be governed by the laws of the State of Ohio without regard to its conflict of laws provisions. Operator and Occupant agree to waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross complaint in any action arising out of or connected in any manner with this Rental Agreement, including any action for bodily injury, death or property damage. Operator and Occupant further agree that the federal or state courts in Franklin County, Ohio shall have exclusive jurisdiction for any litigation related to this Rental Agreement. If any part or provision of this Rental Agreement is determined to be unenforceable by a court of law, the parties agree that all remaining parts or provisions of this Rental Agreement shall remain in effect and be valid and enforceable.
27. **Entire Agreement:** This Rental Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in a writing signed by Occupant and Operator. The pre-printed terms of this Rental Agreement may only be modified in writing signed by the General Manager of Operator.
28. **Counterparts, Headings and Gender:** This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together shall constitute one Rental Agreement. The headings in this Rental Agreement are for the convenience of both parties. In the event of any conflict between the heading and the language of the term, the language of the term shall control. Whenever the context so indicates the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others.
29. **Agreement to Mediate:** Realizing that in Portable-Storage relationships there is always a possibility of differences of opinion or other disagreements and that what is most important is to resolve any disputes amicably, quickly, inexpensively, and professionally and to return to business as soon as possible, it is with that spirit of cooperation that Operator and Occupant pledge to resolve differences and to use the procedures specified in this Rental Agreement. Therefore, Operator and Occupant agree as follows: with the exception of non-payment of Occupant's Rent and Operator's right to enforce its lien under this Rental Agreement, repossess the Container to protect Operator's lien, or apply the security deposit; any litigation, claim, dispute, suit, action, controversy, proceeding or otherwise ("claim") between or involving Operator and Occupant, whether arising out of or relating in any way to this Rental Agreement and/or any other document, any alleged breach of any duty or otherwise will be submitted to non-binding mediation for a minimum of eight hours before any mediation organization approved by Operator and Occupant. In the mediation, Operator and Occupant shall each be represented by an individual authorized to make binding commitments on our respective behalves and may be represented by counsel. In addition, Operator and Occupant may, with permission of the mediator, bring such additional persons as are needed to respond to questions, contribute information and participate in the negotiations. The fees and expenses of the mediator and/or mediation organization shall be shared equally by Operator and Occupant. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the dispute and any related matters.
30. **Warranty of Information:** Occupant warrants all information given in this Rental Agreement or any application preceding this Rental Agreement is complete, true and accurate at the time of this Rental Agreement.
31. **Permission to Call, Fax and/or E-Mail:** Occupant recognizes Operator and Occupant are entering into a business relationship at the Facility. As such, to the extent any Federal or State law prohibits Operator from contacting Occupant by phone, fax, or e-mail, Occupant hereby consents to Operator phoning, faxing, and e-mailing Occupant and that these conditions are related to the business relationship.

The Occupant hereby acknowledges that he/she has read and understands this Rental Agreement in its entirety (eight pages) and agree(s) to be bound by its terms and conditions. Once container is placed at Occupants location the above stated terms are considered fully binding with or without Operator obtaining a signed signature or written signature from Occupant.

**\*\*I HAVE READ ALL EIGHT (8) PAGES OF THIS RENTAL AGREEMENT\*\***