

CONTRACT FOR LEASE OF CONTAINER

Lessor: Chuck Henry Sales, Inc.
525 N Poplar St.
Solomon Ks 67480
785-655-9430 785-655-9460 FX

Caller Name: _____ **Date Called** _____

Lessee Company Name: _____

Address: _____

Accounts Payable Contact: _____ **Phone:** ____/____/____

E-Mail Address: _____

Phone: Work: ____/____/____ **Home:** ____/____/____ **Cell:** ____/____/____

Fax: ____/____/____ **Email address:** _____

SS#/EIN: _____ **DL# for Principle User:** _____ **State:** ____

Start Date of Lease: ____/____/____ **End Date of Lease:** ____/____/____

TYPE OF LEASE Off Site *Length of Lease* ____ **D/W/M Rate \$** _____

County or City Code _____ *Rate* _____%

<i>1st Month ProRate</i> \$ _____	<i>Following monthly Rent</i> \$ _____
<i>Lock Rental</i> \$ _____	<i>Lock Rental</i> \$ _____
<i>Delivery Freight</i> \$ _____	<i>Tax</i> \$ _____
<i>Pickup Freight</i> \$ _____	<i>Following monthly rent due</i> \$ _____
<i>Tax</i> \$ _____	
<i>Deposit</i> \$ _____	
<i>1st Month Total Due</i> \$ _____	

Salesman: _____

Physical Location: _____

Contact: _____

Phone: Work: ____/____/____ **Home:** ____/____/____ **Cell:** ____/____/____

DESCRIPTION OF EQUIPMENT TO BE LEASED:

Unit#: _____

Serial #: _____

PLEASE NOTE ANY DAMAGES TO EQUIPMENT PRIOR TO LEASE

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TERMS OF LEASE:

RENT; TERM; FEES AND CHARGES.

X Rent due on First Day of the Month. Occupant's right to store property in the Unit shall begin on the date listed above ("Move-In Date") and continue through the end of the first calendar month. Thereafter, the term of this Rental Agreement shall continue on a month-to-month basis from the first day of each month until the first day of the subsequent month unless terminated as provided herein. Occupant agrees to pay at the signing of this Rental Agreement as rent for the initial term \$_____ (plus tax), which is that portion of the Monthly Rent identified as 1st Month Pro Rate above prorated for the number of days remaining in the first calendar month. Thereafter, Occupant agrees to pay the Operator as Monthly Rent, without demand, invoice, setoff or deduction, the amount of Monthly Rent \$_____ (plus tax) on or before the first day of each calendar month.

- a. No refunds of Monthly Rent will be made for any reason.
- b. Occupant also agrees to pay the Monthly Late Charge of \$5.00 or 18% in the event Occupant's Monthly Rent is not paid within five (5) days after the date on which it is due. An Insufficient Funds fee of \$30.00 (bad check or credit/debit card). In addition to the foregoing, Occupant agrees to pay a One-Time Administration Fee \$50.00 and Foreclosure Fee of \$200.00 in the event of a foreclosure.

LIMITS ON USE. Lessee will use the Unit only to store Lessee's personal property. Lessee will not conduct any business in or at the Unit; allow any animal or human to live in the Unit; engage in any activities in the Unit, in Lessor's sole discretion, pose an unreasonable risk of harm to person or property; or make or create any waste. Lessee will not store, generate, use or dispose of in the Unit any Hazardous Substance (which, as used herein, shall mean any substance which is toxic, ignitable, reactive, or corrosive and which is or becomes regulated by any local government, the State of Kansas, or the United States government; all material or substances defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance," pursuant to any applicable law; as well as, but not limited to, asbestos, polychlorinated biphenyls, and petroleum), nor shall Lessee store any perishable goods, carcasses, flammable materials, explosives or other inherently dangerous material in the Unit.

Lessee shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Unit and its use. Lessee shall neither use the Unit for the commission of any crime, store in the Unit.

LIMIT ON VALUE. Lessee agrees that the Unit is not appropriate for the storage of objects which have sentimental value to the Lessee or others, including but not limited to keepsakes, souvenirs, heirlooms, and collector's items; one-of-a-kind or unique property, including but not limited to books, records, writings, and works of art, which cannot be replaced; items for which there is no resale market readily available; and records relating to items stored in the Unit or their value. Lessee further agrees that the value of any items meeting the above description that Lessee chooses to store in the Unit in violation of this provision shall be limited to the salvage value of the item's raw materials.

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INSURANCE; ASSUMPTION OF RISKS. Lessee shall be responsible for providing insurance, if any, for property stored in Lessee's Unit. Unless insured, Lessee agrees to personally assume all risk of loss to property stored in the Unit, including but not limited to damage or loss by unexplained disappearance; burglary; theft; explosion; fire; smoke; water; moisture; exposure to elements; mold and mildew, temperature variation; vandalism; vermin; insects; pests; the negligent acts or omissions of Lessor and Lessor's agents, affiliates, representatives and employees ("Lessor's Agents"); utility disruption or acts of God (collectively "Risks"). Lessee waives any right of recovery against Lessor or Lessor's Agents for the Risks, including but not limited to insured or insurable claims of Lessee, and Lessee waives insurance subrogation against Lessor's insurers, if any, for all claims covered by Lessee's insurance. This paragraph is subject to any limitations on its terms imposed by law.

LESSEE TO SECURE PROPERTY. Lessee agrees to secure the Unit with a lock of Lessee's choosing, or if the Unit is a parking space for a vehicle, to lock or secure such vehicle. Lessee shall not give any key or combination to any lock securing a Unit or vehicle to Lessor. Lessee is solely responsible for others accessing Lessee's Unit or property stored in the Unit. Lessor has no duty to restrict, limit or screen those who access the Unit.

RELEASE; INDEMNITY; LIMITATION OF LESSOR'S LIABILITY. Lessee releases Lessor and Lessor's Agents from any and all liability for loss, damage, or injury of or to property or persons in the Unit or at the Facility caused by the negligent acts or omissions of the Lessor and Lessor's Agents.

Lessee will indemnify and hold Lessor and Lessor's Agents harmless from all claims, damages, government fines, lawsuits, and the costs and expenses of defending the foregoing which relate to or arise from Lessee's use or misuse of the Unit, including but not limited to the negligent acts or omissions of Lessor, Lessor's Agents, Lessee, Lessee's agents, or any person in the at the request or invitation of Lessee ("Lessee's Guests") or Lessee's breach of any terms of this Rental Agreement. This paragraph is subject to any limitation on its terms imposed by law.

If Lessee fails to pay rent in a timely matter, you will be charged an annual 18% interest or a minimum of \$5.00 per month late fee.

Lessee shall be liable for Lessor's attorney's fees for breach of this Agreement by Lessee, whether or not litigation ensues, as well for any court costs and related costs of collection for the Lessor in any way involving this Agreement.

This Agreement shall solely and only be interpreted under the laws of the state of Kansas. Any litigation involving this agreement shall be resolved solely in the District Court of Dickinson County, Kansas or the related federal District Court for the District of Kansas. All matters involving this agreement shall be governed by Kansas law.

If Lessee falls behind more than 3 months in rent payments, Lessor reserves the right to pickup the container with the contents within said container. Contents may become the property of Lessor in the event of default and at Lessor's election be subject to disposal by Lessor. Lessee will still be responsible for any back payment, late fee's, collection fees and or any legal fees.

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If Lessee returns equipment before the end of the agreed lease terms and has not paid Lessor in full; Lessee will remain responsible for all rent due, which shall become immediately due and payable.

Container shall be free of any debris and swept out upon end of lease or a **\$100.00** cleaning fee will be charged to you.

Lessee is responsible for return of equipment in the same condition as described in this contract, ordinary wear and tear excepted, to Lessor, at the location initially rented from, during regular business hours. Any and all cost incurred by Lessor to recover said equipment will be charged to the lessee.

Lessor is not responsible for any accidents that may occur while the container is in your possession. Lessor is not responsible for any damages of contents that are stored in the container for any reason.

Sales Tax – All orders picked up or shipped within Kansas boundaries are subject to Kansas Sales Tax. For orders shipped to other states, the tax applicable to that state may apply. If you are Sales Tax exempt, either State Exemption Letter, Resale Exemption or other approved Exemption Certificate must be sent to Lessor. Containers are not Ag Exempt under any circumstances. All applicable taxes will be charged if your signed certificate is not in our files.

Prices – The Lessor feels that it is more than competitive in its prices. Lessee reserves the right to make changes in design, material, specification, or price without notice or liability thereof. Prices are subject to change without notice and will be processed accordingly to the prices in effect on a particular date unless notified otherwise.

Abandonment – If the equipment is not returned to the property owned by Lessor, within five (5) days from breach of contract, unless other arrangements are made in writing signed by both parties, said equipment shall be deemed abandoned by Lessee. With said abandonment, said equipment and any attachment there to, shall become the property of Lessor, free and clear of any claim by the Lessee. Finally, the Lessee expressly waives any claim to any items stored within said equipment being rented under this lease.

If Lessor determines that it must recover the equipment from a location not owned by Lessor, Lessee irrevocably agrees that Lessor shall have the right to go onto said property and hook onto the equipment and remove it. If the equipment is attached to a truck or any other object, Lessor will have the right to have a tow truck or its truck attach and remove any attached vehicle or equipment to retrieve the Lessor's equipment without notice to the Lessee.

Equipment cannot be sub leased from Lessee.

Once request is made for pickup, allow a minimum of 2 weeks for pickup of unit.

LESSEE ACKNOWLEDGES READING ALL OF THE ABOVE PARAGRAPHS!!

LESSEE SIGNATURE: _____ DATE: ____/____/____

Customer's Signature acknowledges acceptance of all terms and conditions set forth on page 2, 3 & 4 of this contract.

ACCEPTED BY: _____

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FORM AUTHORIZATION FOR AUTOMATIC PAYMENT (Credit Card Account)

Contract name with us: _____

UNIT #: _____

Customer name on card: _____

Address card sent to: _____

Card Holder Phone#: _____

Card Holder SS# / EIN#: _____

Drivers License # & State for Signee: _____

E-mail address _____

Notification of payment will be sent to this e-mail address.

Account Type(**Circle 1**): Visa MasterCard Discover

Account Number: _____

EXP Date: _____ / _____

I hereby authorize Chuck Henry Sales, Inc. to charge the above referenced credit card account automatically each and every 1 MONTH(s) and apply said charge toward the payment of the charges I owe Chuck Henry Sales, Inc. I understand that I will remain responsible for recurring charges and additional late fees should my credit card be canceled or otherwise made unavailable for payment. I further understand that I will remain responsible for recurring charges, additional late fees and other applicable charges if the withdrawal to the bank account I have listed above is denied for insufficient funds or the account otherwise becomes unavailable.

I hereby agree to notify Chuck Henry Sales, Inc. upon completion of rental unit and inform them to stop the automatic credit card payments.

Name: _____

Date: _____

Signature: _____