



Bin There Box That, LLC.

RENTAL AGREEMENT

General Terms and Conditions:

Bin There Box That, LLC. hereby rents the equipment and associated supplies indicated in the accompanying customer order/invoice to the undersigned (the Renter). The terms of this contract are, as follows:

- The Renter shall pay, in advance, to **Bin There Box That, LLC.**, rent stated on the accompanying Renter's order/invoice. The Renter shall pay all applicable sales and use taxes on the rented Equipment and services.

Payment Terms:

- Payment is due upon placing an order. Rental extensions will be charged automatically and are calculated based on the original Equipment pick-up date. Renter acknowledges that their credit card will be kept on file for the duration of the rental agreement, including any contract rental extensions, if applicable. Renter acknowledges and authorizes **BIN THERE BOX THAT** to charge the amounts associated with the stated terms and
- conditions (orders, extensions and damages).

Payment Types:

- Visa, MasterCard, or American Express. No checks are accepted.

Rental Terms:

- The rental and related charges shall terminate on the date Equipment is picked up by **Bin There Box That**. Rented Equipment shall not leave the



service areas of **Bin There Box That** without prior written consent of **Bin There Box That**.

Rental Extensions:

- Any request for extension of this contract must be in writing and received by **Bin There Box That, LLC.**, a minimum of **24 hours before the scheduled pick-up date.** **Bin There Box That, LLC.** will attempt to accommodate extension requests however may not be able to approve the request based on rental demand and previous scheduling. In all cases, the final decision to approve or deny an extension of the rental period is the sole prerogative of **Bin There Box That, LLC.** (See the Following Paragraph for Additional Charges).’

Additional Charges: The renter hereby agrees to pay an additional charge of:

- \$1.50 per bin for each "extension" week.
- \$10.00 per "Dolly" for each "extension" week.
- \$3.00 per bin for each bin which is returned dirty (requiring deep cleaning).
- \$25.00 for any pickup that is missed or cancelled the day of the scheduled pickup time.
- \$30.00 for each medium bin which is Purchased, Damaged or Lost.
- \$40.00 for each large bin which is Purchased, Damaged or Lost.
- \$75.00 for each "Dolly" which is Purchased, Damaged or Lost.
- \$25.00 delivery charge for additional delivery of bins or other supplies.

Warranty:

- **Bin There Box That** warrants the Equipment is in satisfactory operating condition at the time of delivery and will replace, at no additional charge, any Equipment that fails during normal operation. **Bin There Box That** offers no other warranties, implied or expressed. Renter is responsible for Renter's own negligence or misuse.



Alteration:

- No alteration to any of the rented equipment may be made. Only removable labels, provided by **Bin There Box That** to the Renter, are permitted to be used on the rented Equipment. Proper care and maintenance of the Equipment during its use will be the responsibility of the Renter. Equipment, which is returned in a condition requiring deep cleaning or repairs, due to excessive wear and tear or mishandling, will be brought back to a rentable condition at the expense of Renter.

Risk of Loss:

- Upon delivery of the Equipment to the Renter's premises, the Renter will carefully inspect the equipment to determine whether it has been damaged beyond use during delivery. In the event of any such damage, the Renter will inform Bin There Box That promptly and a replacement will be provided. Otherwise, Renter shall be deemed to have accepted the Equipment as being in acceptable operating condition. During the period of the Renter's possession and control of the Equipment, all risk of loss, destruction of, or damage to the Equipment, from any cause whatsoever shall be the sole responsibility of the Renter. The cost to replace or repair damaged or missing equipment will be charged to the Renter's credit card.

Operation:

- Equipment is not to be used to transport hazardous materials.
- Dollies are to be used for moving rental bins only. They are not intended to move furniture or appliances. **The maximum weight limit for a bin is 60 lbs. and the maximum weight limit for a dolly is 250 lbs. Bins must never be stacked more than four (4) bins high on a Dolly.**
- **CAUTION: FURNITURE DOLLIES ARE NOT TOYS! DOLLIES ARE DANGEROUS AND MUST NEVER BE USED TO MOVE CHILDREN! DOLLIES ARE ONLY TO BE USED FOR THEIR INTENDED PURPOSE.**



Damages:

- The Renter will use the Equipment in a safe and careful manner. The Renter should inspect the Equipment upon delivery to ensure it is acceptable. The Renter shall indemnify and hold **Bin There Box That** harmless from any liability whatsoever resulting from the Renter's use of the equipment. **Bin There Box That** is not responsible for the result of any loss or damages caused by the Renter's move. **Bin There Box That** is not responsible for any damaged contents placed in the Equipment or damaged while in the Equipment. In no event will **Bin There Box That** be liable to Renter for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising in connection with this agreement.

Default and Remedies: Renter shall have breached this Agreement if the Renter:

- Defaults in any payment as set forth in the Renter's invoice.
- Defaults in any of the terms herein this rental agreement and such default shall continue uncorrected for three (3) days after written notice hereof to Renter by **Bin There Box That**.
- Renter becomes insolvent, or if a petition is filed by or against Renter under the Bankruptcy Act or any other law concerning the relief of debts. This agreement shall be governed by the laws of the State of Nevada. The parties irrevocably agree that any legal or equitable proceeding arising out of or in connection with this agreement shall be brought in the County of Clark in the State of Nevada. By execution and delivery of this agreement, each of the parties hereby irrevocably accepts and submits to the jurisdiction of said courts in person, generally and unconditionally, in connection with any such action or proceeding.



Termination:

- In the of any default, **Bin There Box That** may declare the entire amount of unpaid rental payments immediately due and payable, and **Bin There Box That** may immediately terminate this agreement. In the event of such termination, **Bin There Box That** may enter the premises where Equipment is located and remove the same. All costs and expenses to recover Equipment and/or rental fees, including legal fees incurred in execution of this section, will be paid by Renter.

*****WARNINGS: RENTER HEREBY ACKNOWLEDGES HAVING RECEIVED THE FOLLOWING WARNINGS FROM *Bin There Box That*:**

- **Children:** Extreme caution should be used when using the Equipment in the vicinity of children. The lids on the containers can close easily. A child could suffocate if trapped inside a sealed tote.
- **Toppling Injury:** Improperly packed totes or those stacked unsafely or in excess of recommended height may topple, causing potential injury and damage to persons or property.
- **Animals:** The Equipment is not designed for and should not be used to move live animals.
- **Food products:** The Equipment is not thermally insulated and should not be used for long term storage or transportation of perishable goods requiring refrigeration.
- **Hazardous wastes:** The Equipment is not designed for and should not be used to transport any toxic or hazardous substance, including corrosives, solvents, or pesticides. ***

The undersigned do hereby acknowledge, and agree to the above Rental Agreement.

Signature of Renter

Printed Name of Renter

Date

for: **Bin There Box That**