



AMW Container Rental & Sales LLC Storage Container Rental Agreement

Dated this ___ day of _____ Year _____

Between AMW Container Rental & Sales LLC

13600 N Markham LN Bluford IL 62814 (The Lessor) -And-

Print Name _____

Address _____

Telephone _____ Email _____

Driver's License # _____

The "Lessee"

Container will be delivered to the following address, "If different than the address above"

Container Type	Container Number	Delivery Charges	Monthly Rent

Delivery+Pickup+2 Months' rent

Total Due At Delivery: _____

"A Valid Credit Card Is Required On File"

Card Number # _____ Expiration Date _____ Security Code _____ Zip code _____

Name on Card _____

"We will not charge your card unless you give us permission below or unless we first contact you due to unpaid bills"

Preferred Payment Method:

___ I Choose To Mail A Check Monthly

___ I Choose Automatic Monthly Payments By The Card On The File

___ I Choose Automatic Monthly Bank Transfers (Enter Banking Information Below)

I Authorize Automatic Monthly Transactions By The Chosen Payment Type (If Applicable) Please

Sign Here _____

RENTAL TERMS AND CONDITIONS

1. **Rental Term**

The term of this Rental Agreement shall be 8 weeks beginning as at the date above which was chosen by the Lessee and shall continue on a 4-week basis tenancy until terminated. The initial 8-week rental shall be due in advance of the commencement of the term, which was chosen by the Lessee. Subsequent 4-week rental periods shall be due prior to the commencement of the additional 4-week rental period. Lessee must pay to the Lessor each 4-week rental period in advance without deduction, prior notice, demand or billing statement, in the amount set forth herein. The minimum rental period shall be EIGHT (8) weeks. Lessee shall not be entitled to a refund of any paid rent for the first 8-week rental period under any circumstances, whether or not the storage container continues to be in use by Lessee or whether Lessee elects to have the container picked up by Lessor prior to the end of the first 8-week rental period. If Lessee elects to terminate this Rental Agreement after the first 8-week rental period has passed there is no further rent due. Delivery and Pick-Up charges are NOT refundable. Lessor has the right to increase monthly rent without further notice. All terms and conditions of this rental agreement shall remain in effect regardless of any such increase. Rental Payments do NOT under any circumstances apply toward a future purchase of the storage unit.

2. **Rental Fees**

All initial fees are due and payable in advance as defined herein. Late charges shall be assessed if fees are unpaid in 30 days at the time of the next billing cycle. A late fee of \$25.00 will be assessed for all late payments. If rental fees remain unpaid for a period of 60 days after the due date, an additional late fee of \$25.00 will be applied to your account and the unit may be locked and access restricted or the unit will be returned to our facility. Accepted forms of payment are Cash, Visa, Mastercard, Debit and Certified Cheques or Money Orders. A valid credit card must be on file even if an alternate payment method is selected. Lessee authorizes Lessor to charge credit card for any rent or fees due if Lessee is delinquent for more than THIRTY (30) days even if Lessee has selected another method of payment. We will reach out with a courtesy call before we charge your card. If the call is not answered, we reserve the right to charge your card on file.

3. **Use of Container – General**

Only property that the Lessee owns or is an authorized agent of said property shall be stored. Lessee will not store property which belongs to another or in which another has right, title or ownership interest. No perishable goods, flammable materials, explosives, fuel, improperly contained food products or other dangerous materials will be stored by the Lessee. Lessee shall not use the container to store any personal property or other property in the container which would violate any law or regulation of any government authority. Lessee acknowledges and agrees that the container is not intended for or suited to the storage of irreplaceable property, books, records, writings, works of art, heirlooms, precious archives or other items for which there is no immediate resale market, or for objects having emotional value or records relating to the stored goods. Lessee acknowledges that the container is for storage of personal property only and may not be used for human or animal habitation. Lessee acknowledges that he/she has read and understands the provisions of this paragraph and agrees to its' requirements.

4. **Use of Container – Compliance with Law**

Lessee shall NOT use the container for the storage of hazardous materials or for any other property where storage in such a container is in violation of any law or ordinance in effect at the place where the container is located. Lessee agrees to pay the cost of remediation of any damage to the container resulting from the storage of any such property or any other property, in the container whether such damage be physical in nature or otherwise. The Lessee hereby acknowledges that he/she has read and understands the provisions of this paragraph and agrees to comply with its' requirements.

5. **Liability During Transportation**

Lessor takes no responsibility whatsoever for any contents or damage to said contents during transportation due to storage unit being picked up for unpaid rent or possession being taken by lessor for any reason.

6. **Insurance**

ALL PROPERTY STORED BY Lessee IS STORED AT Lessee's SOLE RISK AND RESPONSIBILITY, AND ALL PROPERTY AND CONTENTS INSURANCE IS Lessee's SOLE RESPONSIBILITY.

Lessee may obtain insurance from any insurance provider of Lessee's choice for the property stored in the container. In the event Lessee does not obtain insurance coverage for the full value of the Lessee's property stored in the container, Lessee will personally assume all risk of loss, including damage or loss by burglary, fire, vandalism, vermin, water, dampness, mold, mildew, etc. Lessee understands and agrees that Lessor does not list, review or inspect the contents of the container, nor has interest or concern with the value, quality or type of goods stored in the container pursuant to this Rental Agreement. Lessor and Lessor's agents, affiliates, authorized representatives and employees and/or AMW Container, will not be responsible or have responsibility for any loss, liability, claim, expense, damage to property or injury to persons, that could have been insured including, but not limited to, any loss arising from the active or passive acts, omissions or negligence of Lessor or Lessor's agents, and Lessee hereby releases from Lessor and Lessor' agents from any such responsibility. Lessee waives any right of recovery against Lessor or Lessor's agents for the Released Claims herein. Lessee expressly agrees that the carrier of any insurance obtained by Lessee shall not subrogate any claim of Lessee against Lessor or Lessor's agents. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE TO Lessee's PROPERTY FOR ANY REASON WHETHER OCCURRING DURING OVER THE ROAD TRANSPORTATION WHEN THE CONTAINER IS MOVED BY LESSOR, FOR FAILURE OF PAYMENTS BY Lessee, OR IN ANY OTHER MANNER. Lessee acknowledges that he/she understands the provision of the paragraph and agrees to these provisions and that insurance is the Lessee's sole responsibility.

7. **Access to Container and Scheduling A Move**

Lessee will provide driver's license number or other personal identification to Lessor at the time of initial rental of container. This number will be used by Lessor to identify Lessee and grant access to the container rented by the Lessee and stored in Lessor's storage facility. This number will also be required to be produced to Lessor for Lessee to schedule a move of the container. Lessee agrees that Lessor shall have the right to refuse access to any person who does not provide the correct access identification. Lessee and/or his/her authorized representatives may have access by notifying Lessor in advance and providing identification.

8. **Limitation of Liability**

Neither Lessor or Lessor's agents have responsibility of any kind to Lessee or any person or representative of Lessee for any loss, expense, damage, claim, liability or injury to persons from any cause. This Limitation of Liability shall include, without limitation, any cause or act by Lessor or Lessor's agents whether active or passive, or by omissions, negligence or conversion, except for the event of Lessor's fraud, willful injury or willful violation of law.

9. **Indemnification**

Lessee shall indemnify and hold Lessor and Lessor's agents harmless from any loss in any manner whatsoever, which may arise out of Lessee's use of the storage container or of Lessor's designated storage location.

10. **Placement of Storage Container**

Lessor will normally attempt to place container on a paved surface or driveway. Lessee acknowledges that the designated container "parking" area must have adequate height, depth, width and maneuvering space. Lessee also acknowledges that it may be necessary for Lessor to move vehicle and container on lawn or other unpaved area in order to place container in the "parking" area designated by Lessee. Lessee

hereby relieves Lessor from any responsibility for property damage that occurs from placement or maneuvering of the container. Lessee acknowledges that it may be necessary for Lessor to refuse to place container at Lessee's designated "parking" location when Lessor identifies lack of safe or risk-free conditions, and Lessee acknowledges that Lessor may levy a surcharge for difficult placement of container. In the event that the Lessor is unable to place the container at the Lessee's desired location, the Lessee agrees to pay the regular drop off fee for the work attempted.

11. **Access to Container**

Lessee shall provide access to the container to Lessor, Lessor's agents, Police, Fire Officials or other government authorities as required. Should Lessee refuse or fail to provide access as required, or in the event of emergency or default of the Lessee's responsibilities stated herein, Lessor, Lessor's agents or any governmental authority shall have the right to remove Lessee's lock and enter the container to examine the container and its contents or to make repairs or alterations or to take such other action as deemed appropriate in the circumstances. In the event the container has been damaged or the Lessor's designated storage location is damaged in any manner arising from the deliberate or negligent acts or omissions of the Lessee, all expenses incurred upon Lessor to make repairs including any expenses to cover investigation of site conditions, or work to clean up, remove or restore container or comply with any applicable law or regulation, shall be paid by Lessee as additional rent and shall be due upon demand by Lessor.

12. **Lock**

A lock suitable to secure container shall be supplied by Lessee at Lessee's own expense. Lessor shall not receive from Lessee, any combinations or keys to said lock.

13. **Alterations, Modifications and Movement**

Lessee shall not make any alterations, modifications or attachment to the container without the prior written consent of the Lessor. Lessee shall not move container from the location where it is placed by Lessor without the prior consent of Lessor in writing.

14. **No Warranties by Lessor**

No warranties, either expressed or implied, are made by Lessor to Lessee. Further, Lessor makes no guarantees or representation regarding the condition, safety, security or nature of container or the Lessor's designated storage location. Lessee hereby acknowledges that he/she has inspected the containers and hereby acknowledges and agrees that this Rental Agreement does not create any duty, contractual or otherwise, by Lessor to create or maintain any such safety or security.

15. **Remedies for Breach**

If Lessee fails to make any payment of any amounts payable herein, as and when such payment becomes due and/or if Lessee defaults in the performance of any of its other obligations hereunder, and such non-payment or other default continues for a period of NINETY (90) consecutive days, then all unpaid rent and all other amounts payable hereunder, shall be forthwith due and payable in their entirety and Lessor shall have the rights, at Lessor's election or at any time while such default continues, to Terminate this Rental Agreement by giving notice to Lessee, in which case Lessee shall immediately surrender container to Lessor. Should Lessee refuse or fail to surrender container to Lessor, Lessor may enter upon Lessee's property and take possession of container and Lessee's property stored in the container, lessor has the full right to remove the said container from lessee's property with lessee's possessions in said container after a warning that it will take place and given adequate time to remove belongings, lessee will be give TEN (10) days to remove their belongings from container on lessors storage lot after it has been removed, all contents will then become the property of AMW Container Rental & Sales LLC. Lessee hereby agrees to pay Lessor or demand for the amount of all loss and/or damage which Lessor may incur by reason of termination, whether because of inability to relet the container on satisfactory terms or otherwise. Lessor's application of the remedies hereto shall not preclude Lessor from Lessor's right to seek any other remedies provided for under the applicable laws of the United States of America or under this Rental Agreement.

16. **Release of Lessee Information**
Lessor is hereby authorized by Lessee to release any information regarding Lessee and Lessee's tenancy as required by law or requested by police or other governmental or law enforcement agencies or courts.

17. **Termination by Lessee**
Lessee may terminate this Rental Agreement at any time after the expiration of the first term, by giving a 10 business-day notice to Lessor. Lessee hereby acknowledges that the minimum rental term for the container is EIGHT (8) weeks, and no refund of rents shall be made should Lessee elect to terminate the Rental Agreement before the first 8-week rental period has expired. If Lessee elects to terminate this Rental Agreement after the first 8-week rental period has passed, no other rental fees will be due to do so! Delivery, pick-up fees and any other charges due are NOT refundable.

18. **Termination by Lessor**
Lessor may terminate this Rental Agreement at any time by delivering to the Lessee not less than SEVEN (7) days' notice of such cancellation which may be delivered by hand, by e-mail, by fax or by registered mail to the Lessee. The termination of the Agreement by Lessor will not affect Lessor's right to pursue any remedy available to it under this Rental Agreement or otherwise available to Lessor under law.

19. **Condition of Container at Termination**
Lessee shall remove all of Lessee's property from the container upon termination for any reason and shall immediately surrender container to Lessor in the same condition as when delivered to Lessee by Lessor at the beginning of the Rental Agreement, reasonable wear and tear excepted. Lessee must sweep and remove all debris from container or a cleaning and/or debris disposal fee will be added in addition to any other charges.

20. **Change of Address, Phone Numbers and Card information**
Lessee shall give notice to Lessor of any change of address and/or phone numbers and/or credit card information different from the address and/or phone numbers and/or credit card information provided in this Rental Agreement within FIVE (5) days of the change, providing current address, phone numbers and credit card information.

21. **Assignment**
Lessee shall not sublet or assign the container or any portion thereof without the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Lessee and by such assignment or transfer; Lessor shall be released from all obligations under the Rental Agreement occurring after such assignment or transfer.

22. **Time and Succession**
Time is of the essence in regard to this Rental Agreement. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assign of the parties hereto.

23. **Construction/Severability**
This Rental Agreement shall be governed and construed in accordance with the laws of the United States of America. If any provision of the Rental Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision of part thereof and the

remaining part of such provision and all other provisions of the Rental Agreement shall continue in full force and effect

24. **Local Ordinances and Regulations**

Lessee's use of container is subject to county, city, provincial and local ordinances, rules and regulations including deed and the homeowner restrictions. Lessee assumes full responsibility for any fines or penalties, monetary or otherwise, resulting from Lessee's use of the container. If the container is required to be moved by a governing agency or authority from the Lessee's property or assigned location for the container, Lessor will attempt to notify Lessee of such requirement. Lessee hereby gives to Lessor full authority to comply with governmental requirements and absolves and holds Lessor harmless for any resulting damage to Lessee's property. If Lessee is renting or leasing the property where the containers is located, other than property owned by Lessor, and the landlord of the property requests that the container be moved or relocated. Lessee hereby gives Lessor full authority to comply with the landlord's request, absolves and holds Lessor harmless from any liability for any resulting damage to landlord's or Lessee's property, and Lessee is fully responsible for all cost incurred.

25. **Entire Agreement**

This Rental Agreement sets forth the entire agreement between the parties hereto and supersedes and all prior agreements or understandings with respect thereto. There are no representations, agreements or warranties by or between the parties which are not fully set forth herein and no representative or agent of Lessor or Lessee is authorized to make any representations, agreements, or warranties other than expressly set forth herein. This Rental Agreement may only be amended by writing agreed to and executed by the parties hereto.

I HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS

(Initial): _____

Company Name _____

Print Name _____

Lessee Signature _____

Date _____

ADDITIONAL RENTAL UNIT INFORMATION

Container type	Container Number	Delivery Charges	Monthly Rent

