

COMMERCIAL / CONSTRUCTION RENTAL AGREEMENT



This Rental Agreement (“Agreement”) is made this _____ day of _____ 2020, by and between A Storage on Wheels Inc (“Storage on Wheels”) and _____ (whether one or more, “Renter”).

Monthly rent in the amount as quoted plus sales tax is due and payable by Renter in advance, without notice or offset to Storage on Wheels at the address set forth herein above. This initial term of this Agreement is for one month, provided that this Agreement shall automatically renew for successive one-month periods until such time as either party notifies the other of its election to terminate the same. Notice of termination of this Agreement shall be given on or before the next billing cycle; provided that if Renter breaches the terms of this Agreement, Storage on Wheels may immediately terminate this Agreement. In addition to the monthly rent, Renter shall be responsible for payment of the following fees, which amounts shall be due and payable upon receipt of invoice of the same (the cost of fees may be billed in advance by Storage on Wheels):

STORAGE ON WHEELS DOES NOT ASSUME AND HEREBY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE CONTENTS OWNED OR STORED BY RENTER IN ANY RENTAL UNIT OR ANY TRAILER OR CONTAINER OWNED BY RENTER. RENTER HEREBY AGREES THAT RENTER SHALL BE SOLELY REPOSIBILE FOR INSURING THE CONTENTS LOCATED IN ANY RENTAL UNIT OR ANY TRAILER OR CONTAINER OWNED BY RENTER, AND RENTER HEREBY WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST STORAGE ON WHEELS FOR ANY THEFT, LOSS OR DAMAGE TO ANY TRAILER OR CONTAINER OWNED BY RENTER LOCATED ON STORAGE ON WHEELS’ PROPERTY, OR ANY THEFT, LOSS OR DAMAGE TO ANY PERSONAL PROPERTY OR OTHER ITEMS OWNED BY RENTER, REGARDLESS OF THE CAUSE.

Renter shall not store any poisonous, flammable, hazardous or illegal substances in any rental unit or any container or trailer owned by Renter, and Renter hereby indemnifies and holds harmless Storage on Wheels for any costs, damages or injuries caused by or arising out of the storage of any poisonous, flammable, hazardous or illegal substances in any rental unit or any container or trailer owned by Renter.

Renter shall not alter rental units unless pre-approved by Storage on Wheels in writing. Renter shall be responsible for payment, on demand, of the cost and expense incurred by Storage on Wheels to restore any alteration to a rental unit made by Renter. All rental units shall be returned in the condition as when delivered, and the cost to repair any damage incurred to a rental unit while in possession of Renter shall be the sole responsibility of Renter and payable on demand.

Renter shall be solely responsible for the payment of any personal property tax and any other fees owed in connection with Renter’s property stored in a rental unit or located on Storage on Wheels’ property.

Rental units shall not be relocated without the prior approval of Storage on Wheels. Rental units are not to be parked on public streets or thoroughfares, and any towing or impound fees, or loss or damage caused by or arising out of such placement shall be the sole responsibility of Renter.

Loading and unloading of any rental unit is the sole responsibility of the Renter, and Storage on Wheels shall not be liable for any damage or injury caused in connection therewith. Renter hereby indemnifies and holds harmless Storage on Wheels for any damage or injury caused by or related to the loading or unloading of any rental unit by Renter, its employees, agents, representatives or other persons acting at the direction of Renter.

If any monthly rental fee or other costs owed by Renter hereunder are not paid within 30 days of an invoice date, the rental unit and any contents are subject to immediate seizure by Storage on Wheels or its authorized agent. Renter shall be responsible for any and all collection or legal fees and expenses (including court costs) incurred by Storage on Wheels in recovering monies owed by Renter. Renter acknowledges that Storage on Wheels may immediately charge any credit card on file for amounts owed by Renter that are more than thirty (30) days past due.

I acknowledge that I have read and that I have not altered the above agreement and agree to its terms contained:

Signature: _____

Date: _____

CONDITIONS OF LEASE AGREEMENT

1. Lessee agrees to payment of rentals as spelled out in condition on reverse side, and further agrees to pay any and all sales and use taxes and in any state other than the state in which the equipment is licensed for agrees to pay all personal property taxes or any other direct taxes which shall be levied against or based upon the price or value, or the use or operation, or the rentals to be paid for the property lease. Use of the term "direct taxes" does not include income taxes, charges, and fees, which shall be levied, assessed or charges by the United States Government or any state or local taxing authority.
2. Lessee further agrees to assume all responsibility for all licenses, titles, permits, and any other certificates as may be required by law for Lessee's lawful operation of equipment leased hereunder in any state except the state in which equipment is already licensed.
3. The parties to this agreement understand and agree that the intent behind the implementation of this agreement shall be a leasing and not a sale, and that Lessee acquires only the right to possess and use said equipment for so long as Lessee shall not be in default of any of the conditions of this agreement.
4. Lessee agrees, at Lessee's expense, to maintain said equipment during the life of this agreement in good repair and condition and free of all liens and encumbrances. Lessee further agrees to maintain and replace, if necessary, tires, tubes if ruined or damages while equipment is leased to Lessee. Lessee agrees to reimburse Lessor for any and all damages and altercations to equipment.
5. Both parties to this agreement agree that the termination of this agreement shall become effective only when the Lessee has returned all equipment in the same state of repair as when leased to the Lessor's place of business and all rentals and charges have been paid in full.
6. The term "Rental Day" as used in this agreement shall not be construed to indicate all or part of a 24 hour period following acceptance by or delivery to Lessee or his agent.
7. Lessee agrees to indemnify Lessor from any and all unlawful uses or handling of this equipment and further agrees that in the event any act or thing required of Lessee hereunder shall not be performed in the manner and at the time or times required by this agreement Lessor shall have the right, without notice or demand, to declare all unpaid lease rentals to be due and payable. Lessee further agrees that upon default by Lessee, Lessor may retake and retain said equipment free of all rights of Lessee.
8. In the event Lessor shall retake possession of the leased equipment and there shall, at the time of retaking, be in, upon or attached to such retaken equipment any other property, goods or things of value belonging to Lessee or in the custody or control of Lessee, Lessor is hereby authorized to take possession of such other property, goods or things of value and hold the same for Lessee either in Lessor's possession or, in the exercise of Lessor's sole discretion, in public storage for the account of, and at the expense of, Lessee.
9. Lessor shall have the right to assign this lease and/or the rentals hereunder. In the event of such an assignment of this lease, the assignee shall acquire all the rights and remedies possessed by or available to Lessor. Lessee agrees not to assign this lease or to sublet, rent, or otherwise hire out, or part with possession of said equipment without prior written consent of Lessor thereto.
10. Lessee hereby specifically indemnifies Lessor, and agrees to hold Lessor harmless against all loss and damages Lessor may sustain or suffer because of:
The loss of, or damage to paid equipment or any thereof, because of fire, lightning, windstorm, explosion, marine, general, average, or any third person as a result of, in whole or in part, the use or condition of said equipment or any thereof while in the custody, possession, or control of Lessee, and the failure of Lessee to maintain said equipment as agreed and provided herein. Lessee further agrees at Lessee's cost and expense to procure and deliver to Lessor, simultaneously with or prior to delivery to Lessee of the equipment to be leased hereunder, and keep in full force and effect during the entire term of this agreement, a policy or policies of insurance satisfactory to Lessor as to the insurer and as to the form and amount of coverage with premiums prepaid thereon for the term of this agreement protecting Lessor against all loss and damages it may sustain or suffer because of the loss of or damage to said trailers, or any thereof because of fire, theft, lightning, flood, windstorm, explosion or other casualty, and the loss of or damages to said equipment, or any thereof because of collision, and the death of, or damage to the property of any third person as the result of, in whole or in part, the use or condition of said trailers, or any thereof, while in custody, possession, or control of Lessee within limits of \$100,000 to \$300,000 as to personal property liability and \$50,000 as to the property damage liability. Single interest liability insurance protecting Lessor may be obtained by Lessor at the expense of Lessee if Lessee does not provide the insurance described above, provided, however, that Lessor is not required to purchase such insurance and unless Lessor does not purchase such single interest liability insurance, Lessee's obligation to procure insurance shall not be relieved or affected in any respect. It is understood that procurement of insurance by Lessee as herein provided or Lessee's failure to procure the same shall not and does not, affect Lessor's covenants, obligations and indemnities under this lease, and the loss, damage to, or destruction of the equipment leased hereunder shall not terminate the lease nor, except to the extent, and only to the extent, that Lessor is actually compensated by insurance paid for by Lessee, relieve Lessee of any of Lessee's liability hereunder. Lessee is, and shall be and remain, a full insurer of the equipment, and Lessee hereby releases and waives any and all defenses available to a Bailee by law.
11. Lessee will pay all costs and expenses incurred by Lessor in enforcing any of the terms, provisions, covenants, and indemnities provided herein.
12. This instrument contains the entire agreement between the parties pertaining to the subject matter hereof. No agreements, representations, or understandings not specifically contained herein shall be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby.
13. Lessor agrees to relieve Lessee of all liability exceeding \$500.00 per trailer upon signed acceptance of "Collision Damage Waiver" and payment for same as invoiced. No coverage is provided in this "Waiver" for roof damage however caused.

Signature: _____

Date: _____