



Rental Agreement

Lessee hereby leases and accepts from Lessor, Smart Container Storage., LLC. (SCS LLC.) The above listed storage unit under the terms listed in this rental agreement:

1. Unit is to be used only for the storage of non-hazardous materials and shall not be moved from the placement location without prior notification and approval of the Lessor. If the unit is lost, stolen, or destroyed during the term of this agreement, then Lessee shall pay the full value of the rental unit, which is hereby stipulated to be in the sum of \$3,500.
2. If vandalism occurs while this agreement is enforced and effect, the Lessee shall pay to SCS LLC. the cost of any repairs to said unit within 10 days upon Lessor presenting an invoice of said repairs to Lessee.
3. SCS LLC hereby places the Lessee on notice that Lessee is responsible for any and all insurance Lessee elects to have for its equipment/goods, which are stored within the unit. SCS LLC does not carry insurance against the loss of property, nor damage to property, nor any other type of insurance for any reason for any items stored in said unit.
4. Lessee agrees to indemnify, exonerate, save and hold harmless Lessor from all claims or liabilities of any kind or description to any party or person for any reason, including action for death or damages to persons or property, in any manner arising out of this agreement, including, but not limited to the use of the storage unit.
5. It is agreed that all charges for lease, cleaning, damages, or materials will be paid and that all collection fees, attorneys fees, court costs, or any other expenses involved in the collection thereof shall be borne by the Lessee.
6. Past due accounts will be charged a late fee of \$25 each month, in addition to a finance charge of 1.5% per billing cycle, 20 days after the invoice date. Should any part of the unpaid balance become delinquent during the time of the agreement, the Lessee agrees to relinquish the unit to the Lessor without prior demand and shall hold less or harmless

for any damage to equipment or property of any part which is stored in, around, under or attached to the rental.

7. Any account that is 30 days delinquent in payment is subject to repossession by SCS LLC. And must be relinquished or retired to SCS LLC within 72 hours.
8. SCS LLC hereby asserts any/all liens granted to landlords as a landlords lien and further asserts a contractual lien with Lessee hereby agrees to allow Lessor to come on the property where the unit is located and remove said unit, including content such as unit and Lessee further agrees that Lessor shall have dominion over the contents, and Lessee further waives all claims against Lessor, its agents, independent contractors, officers, directors, and/or employees for any damages or losses occurring during or indirectly to the goods stored in said unit, nor the property stored around said unit, nor for damages, nor for entering the property to claim said unit, nor to the job/contract on which Lessee may be working at the time unit is taken by Lessor.
9. Relinquishment of the unit in no way releases Lessee from any lease fees, finance charges, or any obligation of Lessee due to SSLC under this agreement.
10. This agreement cannot be modified except in writing, signed by authorized representatives of both parties.
11. The Lessee hereby rents and accepts the above-listed unit as stated on invoice and acknowledges that it is in good working condition unless otherwise noted.
12. POLICE CRIME-FREE PROVISION: Occupant and any guests, invitees or other person authorized by occupant shall not engage in, facilitate, nor permit the leased space or facility to be used in connection with any criminal activity, including drug related activity. Occupant agrees only to use the type of padlock authorized by operator. Violation of this provision is grounds for immediate termination of the lease, regardless of whether Occupant authorizes Operator to release lease information in the event of a police investigation.