

Rental Agreement

DIY Mobile Box, 978 Southampton Road, Westfield, MA 01085
phone 413-382-0060, fax 877-924-4269

This rental agreement is executed on _____, **by and between** DIY Mobile Box ("Lessor") and _____ ("Tenant"). Tenants name and residence and alternate addresses are set forth on the Bill of Lading/Work Order. Herein by reference, for the purpose of leasing or renting a portable storage container, and as hereinafter more fully described and with the express understanding and agreement that **no bailment or deposit of goods for safekeeping is intended or created hereunder.**

Due to the nature of Lessor's business and its purpose being moving and storage, it is further understood that Lessor is not representing the Tenant, in any manner whatsoever, that Lessor is a "warehouseman" as such term is defined by applicable state statutes. Further, the parties expressly understand and agree that it is the parties' intention that any laws including, without limitation, warehouseman laws, or similar or related laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to the Rental Agreement. Now therefore, for and in consideration of the foregoing recital, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and assumption of obligations described in this Rental Agreement, the parties hereto hereby agree as follows:

1. Description of Container.

Lessor, leases to Tenant and Tenant Leases from Lessor one or more self contained storage container(s) (individually a "Container", and collectively, the "Containers") as identified on the attached Bill of Lading/Work Order. Tenant has the option to store the Container(s) with Lessor or have the Container(s) remain at Tenant's designated location. Should Tenant elect to have Lessor store the Container(s) at Lessor's premises, Tenant agrees that Lessor shall have the right and authority to store the Container(s) at any of Lessor's, or its affiliates' or franchisee's storage facilities (a "Facility"). Lessor shall attempt to store the Container(s) at a Facility closest to Tenant's address, space permitting. Tenant shall have access to the Container(s), only during specified hours which are normally 8:30am to 4:00pm Monday thru Friday, local time, by giving advance notice to Lessor. Please call the number above to confirm the access hours, schedule access, or make special arrangements for access during non-business hours. Should Tenant elect not to store the Container(s) at a Facility, the Container(s) shall remain located at the address designated by Tenant on the attached Bill of Lading/Work Order.

Tenant has examined the Container(s), or will have the opportunity to do so before its use and acknowledges and agrees that by loading the Container(s) with Tenant's belongings the Container(s) is satisfactory for all purposes for which Tenant shall use it. Tenant hereby authorizes Lessor to enter upon the property designated on the Tenant Bill of Lading/Work Order whenever Lessor deems it necessary to enforce any of Lessor's rights pursuant to this Tenant Agreement or pursuant to any state or federal law. Tenant warrants that Tenant has (1) an ownership interest in such real property and/or that Tenant is an authorized agent of the owner(s) of such real property; and (2) has the right and authority to permit Lessor's unrestricted entrance upon such real property.

2. Term and Rent.

The term of this Rental Agreement commences as of the date first written above and continues thereafter on a month-to-month tenancy until terminated. Tenant must pay the Lessor, in advance, monthly rent on each Due Date (as defined below) in the amount set forth on the invoice ("Rent"), without deduction, prior notice, demand or billing statement. The date the Container(s) is first delivered to Tenant shall be the initial "Due Date" and subsequent Due Dates shall occur on the monthly anniversary of the initial Due Date or the last day of the month if the corresponding date does not exist in the subsequent month. Tenant must pay, in advance; at least one month's rent. Tenant will not be entitled to a refund of any prepaid rent under any circumstances. The monthly rent may be adjusted by Lessor effective the month following written notice by Lessor to Tenant specifying

such adjustment, which notice shall be given not less than thirty (30) days or one (1) calendar month prior to the first day of the month for which the adjustment will be effective. Any such adjustment in the monthly rent will not otherwise affect the terms of this Rental Agreement, of which will remain in full force and effect. Time is of the essence with regard to all payment obligations due under this Rental Agreement.

3. Fees and Deposits.

If Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement, including without limitation, late charges, handling charges and costs associated with the processing of Tenant's delinquent account, Tenant authorizes Lessor to charge Tenant's credit card account, without the signature of Tenant, for such amounts owed by Tenant to Lessor, even if Tenant has selected another method of payment as the preferred method. Lessor shall have no liability to Tenant for charges applied to Tenant's credit card account so long as such charges are applied by Lessor in good faith.

4. Use of Container and Compliance with Law.

Tenant shall store only personal property that Tenant owns and will not store property that is claimed by another or in which another has any right, title or interest. Tenant agrees that if the aggregate value of all personal property stored in the Container exceeds or is deemed to exceed \$2,000, it is Tenant's responsibility to adequately insure the stored property as set forth in Section 5. Tenant understands and agrees that Lessor need not be concerned with the kind, quantity or value of personal property or other goods stored by Tenant in the Container(s) pursuant to this Rental Agreement. Tenant shall not store any food or perishable goods, Hazardous materials, flammable materials, explosives or other inherently dangerous material, nor perform any work in the Container(s). Tenant shall not store any personal property in the Container(s) which would result in the violation of any law or regulation of any governmental authority, including, without limitation, all laws and regulations relation to Hazardous Materials, waste disposal and other environmental matters. For purposes of this Rental Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation. Tenant shall not use the Container(s) in any manner that will constitute waste, nuisance or unreasonable annoyance to other tenants in the Facility. Tenant acknowledges and agrees that the Container(s) are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Tenant and records or receipts relating to the stored goods and Lessor shall not be liable for any damage resulting to such items. Furthermore, Tenant acknowledges and agrees that the following items should be excluded from storage: money, bank notes, scrip, securities, accounts, deeds and evidences of debt; letters of credit and notes other than bank notes, bullion, gold, gold ware, silver, silverware, platinum, coins, precious metals and pewter, stored value cards and smart cards, manuscripts, personal records, passports, tickets and stamps, jewelry, watches, furs, precious and semiprecious stones, firearms, animals, birds and fish, aircraft, hovercraft, motor vehicles and engines, trailers, property not owned by the tenant or for which tenant is not legally liable, computer software or programs, media or computer data contained on hard disks or drives.

Tenant specifically acknowledges the following: (a) that the Container(s) may be used for storage only, and that the use of the Container(s) for the conduct of business or for HUMAN OR ANIMAL HABITATION IS PROHIBITED; (b) that Tenant assumes full responsibility and liability for packing Tenant's property in the Container(s) and for securing Tenant's property for over the road transportation; (c) that the maximum weight of Tenant's property shall not exceed 5,000 pounds contained in a sixteen foot (16') Container(s) and (d) that Lessor shall not be liable for any damage to Tenant's property for any reason.

5. Insurance. All property is stored by Tenant at Tenant's sole risk. Insurance is Tenant's sole responsibility. Tenant personally assumes all risk of loss, including damage to or theft of Tenant's property due to burglary, mysterious disappearance, fire, water, rodent damage, earthquakes, acts of God, vandalism, temperature variation, mold or mildew or other vermin. Tenant agrees to insure the actual full value of the stored property against loss and damage. Tenant waives all claims against Lessor for loss or damage to the contents placed in the Container. With the exception of liability for named perils specifically assumed by contract, Lessor will not be responsible

for and Tenant hereby releases Lessor from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons ("Loss") that could have been insured against including, without limitation, any Loss arising from the active or passive acts, omission or negligence of Lessor ("Claims") Tenant waives any rights of recovery against Lessor for any Claims and Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not be subrogated to any claim of Tenant against Lessor. Although Lessor may share information about the insurance policy purchased by the Lessor, Tenant understands that Lessor is not an insurance company or insurance agent. Lessor has not explained any coverage or assisted Tenant in making any decision to purchase any particular insurance policy. Lessor is not making any representations about the coverage provided by such insurance policy. Lessor's agreement to assume responsibility for and obtain insurance protecting Tenant's contents from loss is not an insurance transaction. The provisions of this paragraph will not limit the rights of Lessor under paragraph 6.

6. Limitation of Lessor's Liability; indemnity. Lessor will have no responsibility to Tenant or to any other person for any Loss from any cause, including, without limitation, Lessor active or passive acts, omissions negligence or conversion, unless the Loss is directly caused by Lessor's fraud, willful injury or willful violation of law. Tenant shall indemnify and hold Lessor harmless from any Loss incurred by Lessor in any way arising out of Tenant's use of the (Container's) or Facility. Tenant agrees that Lessor's total responsibility for any Claim shall not exceed \$2,000.00.

7. Placement of Container. Tenant acknowledges that Lessor will normally place the Container(s) on a driveway or other paved surface immediately accessible from a street fronting Tenant's premises. Such placement area shall have adequate width, depth and height clearance to sustain the weight and size of a Container(s). Tenant authorizes Lessor to 1) drive on Tenant's lawn or other non-paved area in order to place the Container(s) in the area designated by Tenant or to place the Container(s) in an area lacking adequate clearance, or 2) Drive on a paved surface. In either case Tenant assumes full risk for all damage resulting from the placement of the Container(s) and relieves Lessor from any responsibility for such damage. Additionally, Tenant acknowledges that Lessor recommends against driving on Tenant's lawn or non-paved, and certain paved, areas. Tenant agrees that they will not relocate the Container(s). In the event it is determined that the Container(s) has been relocated, Tenant agrees to pay an additional fee of not less than \$100.00 and up to current retail value of the Container(s) plus any cost or shipping associated with the retrieval of the Container(s).

8. Alterations. Tenant shall not make or allow any alterations of any kind or description whatsoever to the Container(s) without, in each instance, the prior written consent of the Lessor.

9. Lock. Tenant shall provide, at Tenant's own expense, a lock for the Container(s) which Tenant, in tenant's sole discretion, deems sufficient to secure the Container(s). Tenant shall not provide Lessor with a key and/or combination to Tenant's lock. All Containers must be locked prior to Lessor moving them.

10. Right to Enter, Inspect and Repair Container. Tenant shall grant Lessor, or the representatives of any governmental authority, including police and fire officials, access to the Container(s) and the premises where such Container(s) may be located, if necessary, as required by applicable laws and regulations or in connection with Lessor exercising its rights as set forth in Section 14. In the event tenant shall not grant access to the Container(s) as required, or in the event of an emergency or upon default of any of tenant's obligations under this Rental Agreement, Lessor or the representatives of any governmental authority shall have the right, but not the obligation, to remove Tenant's locks and enter the Container(s) for the purpose of examining the Container(s) or the contents thereof or for the purpose of making repairs or alterations to the Container(s) and taking such other action as may be necessary or appropriate to preserve the Container(s) or to comply with applicable law including any applicable local, state or federal law or regulation governing Hazardous Materials or to enforce any of Lessor's rights. In the event of any damage or injury to the Container(s) or the Facility arising from the negligent or deliberate act or omissions of the Tenant or for which Tenant is otherwise responsible, all expenses reasonably incurred by the Lessor to repair or restore the Container(s) or the Facility including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, state or federal law or regulation or agency regulating any Hazardous Materials, shall be paid by the Tenant as additional rent and shall be due upon demand by the Lessor.

11. No Representations or Warranties. Lessor hereby disclaims any implied or express warranties, guarantees, representations of the nature, condition, safety or security of the Container(s) and the Facility, including any warranties of merchantability or fitness for a particular use or purpose, and Tenant hereby acknowledges, as provided in paragraph above, that Tenant has inspected the Container(s) and has had the opportunity to inspect the Facility and hereby acknowledges and agrees that Lessor does not represent or guarantee the safety or security of the Container(s) or the Facility or of any property stored therein and this Rental Agreement does not create any contractual duty for Lessor to create or maintain such safety or security. Tenant further acknowledges and understands the Lessor makes no assurances or guarantees regarding the time of pick-up or delivery of any Container(s).

12. Termination. Either party may terminate this Rental Agreement at the expiration of any term by giving notice to the other party not less than seven (7) days before expiration and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, no monthly rent shall be pro rated if the termination occurs prior to the end of a full rental month.

13. Default. The following events shall be deemed to be events of default by tenant under this Rental Agreement: (a) Tenant shall fail to pay any installment of the rent due under this Rental Agreement; (b) Tenant shall fail to comply with any term, provision or covenant of this Rental Agreement, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to Tenant; or (c) Tenant shall abandon the Container(s).

14. Remedies upon Event of Default. If an event of default shall occur, Lessor shall have the right at its election, then or at any time thereafter while such event of default continues, to pursue the following remedy or any other remedies provided for under applicable laws under this Rental Agreement. All expenses uncured by Lessor that are connected with the collection of any and all outstanding balances owed by Tenant will be assessed to the Tenant (including reasonable attorney's fees and other expenses). Lessor may immediately terminate this Rental Agreement by giving notice to Tenant, in which event Tenant shall immediately surrender the Container(s) to Lessor and if Tenant fail to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, deny Tenant's access to the Container(s) if located at a Facility or enter upon Tenant's premises and take possession of the Container(s) and Tenant's property stored in the Container(s) and expel or remove Tenant, without being liable for prosecution or any claim of damages therefore and Tenant hereby agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relent the Container(s) on satisfactory terms or otherwise. Lessor's remedies, including that set forth in Section 15, are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Lessor.

15. Lessor's Lien. In addition to any liens and remedies provided by applicable state law to secure and collect rent, Tenant hereby grants to Lessor a contractual Lessor's lien upon all property, now or at any time hereafter stored in the Container(s) or at the facility, to secure the payment of all rents or other charges payable under this Rental Agreement. In the event Tenant is in default of this Rental Agreement (as defined in paragraph 13), Lessor may begin the enforcement of its lien including denial of access to the Container(s) by the Tenant, against all property of Tenant stored in the Container(s) or at the facility in accordance with the laws of the jurisdiction in which the Tenant's property is located when Lessor commences the enforcement of its lien. Property may be sold or otherwise disposed of at the facility or nearest suitable location to satisfy the applicable lien law. As Lessor has no knowledge of the contents stored in the Container(s), Tenant hereby waives any obligation that Lessor provides a description of the personal property in Tenant's container, to the extent required by applicable state lien laws.

16. Condition of Container upon Termination. Upon termination of this Rental Agreement for any reason, Tenant shall remove all Tenant's personal property from the Container(s), unless such property is subject to Lessor's lien rights pursuant to paragraph 15, and shall immediately deliver possession of the Container(s) to Lessor in the same condition as delivered to Tenant on the commencement date of this Rental Agreement, reasonable wear and tear expected. Tenant agrees that any personal property left in the Container(s) shall be deemed abandoned by Tenant, and with respect thereto, Tenant authorizes Lessor to remove such property from the Container(s) and either dispose of it in any manner in Lessor's sole discretion and without liability to Tenant or retain such

property as collateral for payment of the removal charges and/or any other amounts due Lessor. Nothing herein shall be construed as imposing a duty upon Lessor to store or safeguard the Tenant's personal property, and Lessor hereby expressly disclaims any such duty.

17. Release of Tenant Information. Tenant hereby authorizes Lessor to release any information regarding Tenant and Tenant's tenancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including but not limited to officials from local and state code enforcement agencies.

18. Notices. Except as otherwise expressly provided in this rental Agreement, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail or certified mail, deposited in the United States mail with postage thereon fully prepaid and addressed to the party to be served at the address of such party provided for on the Bill of Lading/Work Order. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete three (3) days after deposit in the US mail, with postage thereon fully prepaid.

19. Notification of Change of Address. In the event Tenant shall change Tenant's place of residence or alternate address from the place on the Bill of Lading/Rental Agreement, Tenant shall give Lessor written notice of any such change within ten (10) days of the change, specifying tenant's current residence, alternate address and telephone numbers. Failure to provide forwarding information in writing releases Lessor of any damages that might occur in the event that the Container(s) must be removed or in exercising Lessor's remedies upon an event of default. Lessor assumes no responsibility and will make no attempts to locate Tenant if such information is unavailable.

20. Assignment. Tenant shall not assign or sublease the Container(s) or any portion thereof without in each instance the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Tenant and, after such assignment or transfer; Lessor shall be released from all obligations under this Rental Agreement.

21. Succession. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

22. Governing Law/Jurisdiction/Waiver of Jury Trial. This Rental Agreement shall be governed and construed in accordance with the laws of the State of Massachusetts. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under Massachusetts law, but, if any provision of this Rental Agreement shall be invalid or prohibited under Massachusetts law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Rental Agreement. Tenant agrees to waive their rights to a jury trial for any and all claims made against or through Lessor. Tenant further agrees that Lessor will be notified of all claims no later than the earlier of 60 days from the initial discovery of the claim or default or 60 days following the expiration or termination of this Rental Agreement and failure to do so will result in the forfeiture of said claim. Any claims by Tenant arising under this Rental Agreement must be brought in a court of competent jurisdiction located in geographic area in which Lessor has its original place of business at the time of commencement of litigation proceedings. Tenant waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Tenant or Lessor from bringing an action to enforce any judgment or judicial order in any other jurisdiction.

23. Local Ordinances and Regulations. Tenant acknowledges that Tenant's use and placement of the Container(s) may be subject to county, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules. Tenant assumes full responsibility for any fines and/or penalties, monetary or other, resulting from Tenant's use or placement of the Container(s) in violation of such ordinances, rules and/or regulations. If an authority requires Lessor to remove the Container(s) from Tenant's premises, Lessor will attempt to notify Tenant of such requirement; however, Tenant gives Lessor full authority to comply with such requirements, and absolves Lessor of any liability for any resulting damage to Tenant's premises or property. Additionally, if Tenant is renting or leasing the premises where the Container(s) is located, other than

property owned by Lessor, and the landlord of the premises requests that the Container(s) be removed or relocated, Tenant gives Lessor full authority to comply with the landlord's request, and absolves Lessor of any liability for any resulting damage to Tenant's property or the premises and shall indemnify and hold harmless Lessor from any claims by the landlord for damage to the premises. Tenant further understands that should the Container(s) be removed by any person other than Lessor, Tenant assumes all costs including but not limited to legal fees, removal and storage that are incurred with the Container(s) retrieval and further agrees to pay Lessor for any damages that are associated with such removal and storage of the Container(s).

24. Force Majeure. Lessor shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this Rental Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to , any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, flood, storm, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

25. Entire Agreement. This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations, warranties or agreements by or between the parties, which are not fully set forth herein, and no representative of Lessor is authorized to make any representations, warranties or agreements other than as expressly set forth herein. In Witness Whereof, the parties hereto have executed this Rental Agreement as of the date and year first written above, and agree to be bound by all of the provisions of this Rental Agreement.

Customer's Signature _____