



MobiSTOR, 961 N. MAIN STREET, MANSFIELD, OHIO 44903N-

## Rental Agreement

This Rental Agreement ("Agreement") is a legally binding contract entered into by and between you and MobiSTOR, dba Dearman Moving & Storage Company for your lease of one or more container(s) from United Mayflower Container Systems, LLC. In this Agreement, you are referred to as "Tenant" or "you" and MobiSTOR, dba Dearman Moving & Storage Company is referred to as "Lessor," "we", or "us." If there is any inconsistency between the various parts of this Agreement, the Terms and Conditions section of this Agreement shall govern. If you have any questions about your Agreement, or you are missing any part of your Agreement, please call 1-800-472-5706.

### IMPORTANT NOTICES

Loss or Damage to Container or Your Contents:

Restrictions on Use of Container:

Fees and Charges:

Any property stored in the container by you is NOT insured by us for any loss, damage or injury. All risk of storage in the container is yours.

We do not provide any protection whatsoever for your 'benefit for the 'container or its contents. Providing adequate insurance for contents of the container is your sole duty and responsibility.

If we incur any loss from your use of the container, you will be required to defend, indemnify and hold us harmless.

We have no duty whatsoever to carry any insurance on the property you place in the container.

You are solely responsible for any and all damage to the container that occurs while it is at your Remote Location unless you opt to pay for a Container Damage Waiver.

Follow the instructions you are provided when packing and container.

Do not make any alterations, or do any cutting, drilling, painting or marking on any interior or exterior surface of the container.

Do not store any collectibles, heirlooms, jewelry, work of art or any property having special or sentimental value to you in the container.

Food, perishables, alcoholic beverages, any living creature or organism, dead animal or other carcass, wet or moldy property, or corrosive, toxic, hazardous or chemical materials of any kind may not be stored in the container.

Do not use any gasoline, oil, fuel, grease, paint, turpentine, or other highly combustible materials, explosives, fireworks, ammunition, controlled substances, volatile, flammable or hazardous substances in or around the loading your container.

All rent and other charges are set forth on your Quotation: If you change your order, we will update Quote to reflect those changes and send a copy to you.

Rental payments are due in advance of each month. If you change your mind after ordering a container, your pre-payment will not be refunded.

The container is not climate controlled. If you desire climate controlled warehousing of the container, additional charges may apply. Each container must be rented for a minimum of a 30 day billing cycle. 'You will not receive any refund for unused days if you return the container before the end of the 30 day billing cycle.

If rent is not paid within 10 days past due, a late charge of \$15 per container will be assessed and container will be scheduled for pickup.

A \$30 fee will be assessed for any payment check returned or credit card declined to Lessor on account of

- insufficient funds. \$25 per container cleaning fee will be assessed if you do not sweep and remove all contents and debris from the container, before final pick-up.

We do not offer insurance to protect against the loss of your property

Commercial or residential occupancy of the container is prohibited.

A \$35 per container fee will apply if you direct Lessor to place the container on a non-paved surface at your Remote Location.

"NOTICE: If you fail to make your required payments, you will have to vacate the unit or your property may later be sold at a public sale. Before the sale, you will be notified by first-class mail and by certified mail of the amount due. The notice will be mailed to your last known address. In order to preserve your right to be notified, it is Important that you notify us in writing of any change in your mailing address. Also, you should supply us with the name and address of another person who can reach you if you are not at your mailing address, and we will notify that person at the same time and in the same manner as we notify your Dispute Settlement Program, with no right to modify or vary any of the provisions of this Agreement. The Tenant and Lessor shall share cost of the arbitration equally. In the event the Parties cannot settle or resolve any dispute or claim, including but not limited to any dispute, claim or controversy asserted by Lessor arising out of or related to the Agreement, the breach thereof, or property affected thereby, regardless of the nature of the claim or dispute, any and all such claim(s) or dispute(s) may be resolved either through binding arbitration through the NAF MobiSTOR, dba Dearman Moving & Storage Company Dispute Settlement Program, with no right to modify or vary any of the provisions of this Agreement, or through the use of another forum, including but-not limited to the right to file a lawsuit against Tenant in any court of competent jurisdiction, at Lessor's sole option.

- CLAIMS: All claims for loss, damage, delay or overcharge shall be in writing. As a condition precedent to any claim adjustment, Lessee must present an original Rental Agreement, proof of payment in full of charges thereon, and upon request, the damaged property. Lessee must file any written transportation and storage related claim with Lessor within 15 days of the date upon which the empty container is retrieved from Lessee's Remote Location.
- ENTIRE AGREEMENT: This Agreement (which consists of Important Notices, Terms and Conditions, Signature Page, and Quote) sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings between the Parties with respect thereto. Each Party hereto acknowledges and agrees that there are no representations, warranties, or agreements by or between the Parties that are not fully set forth herein. No representative of Lessor is authorized to make any representations, warranties or agreements other than those expressly set forth herein. The Parties agree that this Agreement can only be amended by a writing signed by the Tenant or the Tenant's duly appointed representative, on the one hand, and an authorized officer of Lessor, on the other (except for Appendix A, which may be updated from time to time by Lessor to reflect change orders requested by Tenant)

#### AGREEMENT TO RENTAL AGREEMENT

##### TENANT (CUSTOMER):

I have had the opportunity to read and understand all of the notices and terms and conditions contained on all pages of this Rental Agreement before signing it and understand that this is the entire Rental Agreement between the undersigned and MobiSTOR, dba Dearman Moving & Storage Company. As such, no statement, remark, agreement, or understanding, verbal or written, not contained herein, will be

By submitting your order and payment information you are agreeing to these terms and conditions.