

Constanza containers – 591-1842
PO BOX 173, OSWEGO, NY 13126
RENTAL AGREEMENT

This Rental Agreement is made this day of _____, _____ by & between Constanza Container's (Lessor) & Tenant whose name & address appear for the rental of a self-contained portable mini storage container #: _____.

Lessor and Tenant hereby agree that Lessor rents to Tenant that self-contained storage container identified herein. Tenant has inspected the storage container and acknowledges that the container is satisfactory for the intended use by Tenant. The container may be used by Tenant for storage either at an address designated by Tenant or at Lessor's storage property as follows:

a. At the following address as designated by Tenant: _____ . Tenant hereby authorizes Lessor to enter upon the property herein designated by Tenant whenever Lessor deems it necessary to enforce any of Lessor's rights covered by this Rental Agreement or by any state or federal law. Tenant hereby warrants to Lessor that Tenant has ownership of said property or is an authorized agent of the owner of such property, and that Tenant has the right and authority to permit Lessor's unrestricted entry upon such property as required. Tenant agrees that at all times during the term of this Rental Agreement, the storage container shall remain at the location identified above unless moved to new agreed upon location by Constanza Container's employee.

1. TERM: The term of this Rental Agreement shall be for a minimum of sixty (60) consecutive days beginning as of the date first above written and shall continue on a month-to-month tenancy until terminated. Rental charges for the initial rental period shall be due in advance on the date first above written and subsequent rentals shall be due in advance on each 30 day anniversary from the date first above written. Tenant must pay to Lessor each monthly rental in advance without deduction, prior notice, demand or billing statement, in the amount set forth. Tenant will not be entitled to a refund of any prepaid rent under any circumstances, whether or not the storage container continues to be in use by Tenant or whether Tenant elects to have container picked up by Lessor prior to the end of any monthly rental period. The monthly rental amount may be increased by Lessor giving notice to Tenant not less than thirty (30) day prior to the effective date of such increase. All terms and conditions of this rental agreement shall remain in full force and effect regardless of any such rental increase.

2. RENT & FEES: All Rents shall be due and payable in advance as defined herein. The monthly rental for the storage containers described herein shall be **\$85.00**. Should Tenant fail to pay rent by the tenth (10th) day following the due date, then Tenant shall pay a late charge of \$15.00 in addition to any other amounts due. Delinquency by Tenant in the payment of rent or other charges due under this Rental Agreement for more than thirty (30) days shall require that Tenant pay a lien processing charge of \$25.00 for costs incurred upon Lessor for the delinquent account, including any lien sale costs, whether or not a lien sale occurs. Should Lessor be required to remove Tenant's trash and debris from container at rental term, a cleaning charge of \$50.00 shall be assessed to Tenant's account. In the event that Tenant shall pay by personal check, Tenant also agrees to pay to Lessor a \$30.00 returned check fee for any check returned unpaid by Tenant's bank. Furthermore, Tenant hereby specifically authorizes Lessor to charge Tenant's credit card to cover rental charges and all other costs described herein even if Tenant elects to designate another method of payment. Tenant is also required to pay a \$100 delivery and \$100 pick up charge. Both charges are due at signing of Rental Agreement. Tenant hereby certifies that he has read and agrees to the terms and conditions of this paragraph.

3. TERMINATION BY TENANT: Tenant may terminate this Rental Agreement at the expiration of any term by giving 3 days advanced notice to Lessor. However, Tenant hereby acknowledges that the minimum rental term for the container is sixty(60) consecutive days. No refund of rents shall be made should Tenant elect to terminate this Rental Agreement prior to the end of this minimum rental period.

4. TERMINATION BY LESSOR/DEFAULT BY TENANT: Lessor may terminate this Rental Agreement at the expiration of any term by giving written notice to Tenant before expiration of the term. Lessor may terminate this Rental Agreement upon any default by Tenant on occurrence of any of the following: (a) Tenant shall fail to pay any installment of the rent required by the Rental Agreement (b) Tenant shall fail to comply with any of the terms, provisions or requirements of this Rental Agreement between Lessor and tenant, other than rent, and fail to cure such failure within (10) days after written notice (c) Tenant shall abandon container. In the event Tenant defaults under any of its obligations Lessor may pursue any remedies available under this Rental Agreement or law. Lessor's decision to pursue any remedy shall not prevent Lessor from pursuing any other remedy available under this Rental Agreement, law or otherwise.

5. CONDITION OF CONTAINER AT TERMINATION: Tenant shall remove all property from container upon termination unless property is subject to Lessor's lien rights described herein and shall deliver container to Lessor in the same condition as when delivered to Tenant by Lessor at the beginning of this Rental Agreement, reasonable wear and tear

expected. Container should be clean of trash and debris and returned in the same clean condition as when received. If Lessor is required to clean container, a charge will be added to Tenant's account. Tenant shall be responsible for any damages occurring during the rental period. Tenant hereby authorizes Lessor to remove any personal property left in container, and retain such property as collateral for payment of the removal charges and other amounts due Lessor.

6. USE OF CONTAINER: Only personal property owned by Tenant shall be stored and Tenant will not store property which is the property of 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 Tenant. Tenant shall not use the container to store any personal property in the container which would violate any law. Tenant acknowledges and agrees that the container is not intended for or suited to store irreplaceable property. Tenant acknowledges that container is for storage of personal property only and may not be used for human or animal habitation.**

7. COMPLIANCE WITH LAW: **Storage of hazardous material in container is prohibited by law,** and Tenant shall not store, or permit to be stored, any hazardous materials of any kind in the container. "Hazardous Materials" are defined, for purpose of this Rental Agreement, as any hazardous or toxic chemical, gas, liquid, explosive that is regulated under any local, state or federal law.

8. PACKING: Tenant assumes full responsibility and liability for packing Tenant's property into container and removing property from container. Tenant assumes responsibility for securing and tying down property for road transportation. Tenant acknowledges that the maximum weight of contents shall not exceed 10,000 lbs. Tenant further acknowledges that Lessor shall not be responsible or liable for any damage to Tenant's property for any reason, whether damage occurs while it is stored at Tenant or Lessor's designated location, or for damage occurring during moving of container or during over the road transportation, or when container is moved by Lessor for Tenant's failure to make required payments to Lessor.

9. INSURANCE: ALL PROPERTY STORED BY TENANT IS STORED AT TENANT'S SOLE RISK AND RESPONSIBILITY, AND ALL PROPERTY AND CONTENTS INSURANCE IS TENANT'S SOLE RESPONSIBILITY. Tenant may obtain insurance from any insurance provider of Tenant's choice. In the event Tenant does not obtain insurance coverage for the full value of the Tenant's property stored in the container, Tenant will personally assume all risk of loss, including damage by burglary, fire, vandalism, vermin and Acts of God. Lessor will not be responsible for any loss, liability, claim, or damage to property or injury to persons, that could have been insured and Tenant hereby releases Lessor from any such responsibility. Tenant understands that Lessor is not an insurance provider or agent. Lessor has not explained any coverage or assisted Tenant in making any claims under any insurance policy.

10. PLACEMENT OF CONTAINER: Lessor will normally attempt to place container on a paved surface or driveway. Tenant understands that the designated container "parking" area must have adequate height, depth, width and maneuvering space. Tenant 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 area designated by Tenant. **Tenant hereby relieves Lessor from any responsibility for property damage that might be incurred from placement of the container. Tenant acknowledges that it may be necessary for Lessor to refuse to place container at Tenant's designated parking location when Lessor identifies lack of safe or risk free conditions and Tenant acknowledges that Lessor may levy a surcharge for difficult or hazardous placement of container.**

11. LESSOR'S ACCESS TO CONTAINER: Upon advanced notice, Tenant shall provide Lessor or govt agents access to container. Should Tenant refuse or fail to provide access as required or default, Lessor and/or govt. agents shall have the right to remove Tenant's lock and enter the container to examine the contents or to make repairs. In the event the container has been damaged or the Lessor's designated storage location injured in any manner arising from the deliberate or negligent acts of Tenant, all expenses incurred upon Lessor to make repairs including any expenses to cover investigations of site conditions or work to clean up, remove or restore container shall be paid by Tenant as additional rent and shall be due immediately.

12. LOCK: A lock to secure container shall be provided by Tenant or one can be purchased from Lessor.

13. MOVEMENT: Tenant shall not move container from location where it is placed by Lessor.

14. LESSOR REMEDIES UPON DEFAULT: In the event of any default by Tenant, Lessor shall have the right at that time to terminate this Rental Agreement by giving notice to Tenant, in which case Tenant shall immediately surrender container to Lessor. Should Tenant refuse to surrender container, Lessor may enter Tenant's property and take possession of container and Tenant's property stored in container or remove Tenant without being liable for prosecution or any claim of damages. Tenant hereby agrees to pay Lessor on demand for the amount of all loss and damage which Lessor may incur by reason of termination, whether because of inability to relent the container on satisfactory terms.

15. LESSOR'S LIEN: TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER OR AT LESSOR'S DESIGNATED LOCATION, TO SECURE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE BY TENANT UNDER THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT. SAID LESSOR'S LIEN SHALL NOT LIMIT OR PRECLUDE TENANT FROM ANY OTHER LIENS OR REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT INCLUDING THE LIEN AS SET FORTH. SHOULD TENANT DEFAULT IN THE PAYMENT WHEN

DUE OF ANY INSTALLMENT OF RENT OR OTHER CHARGES DUE AND PAYABLE IN ACCORDANCE WITH THIS AGREEMENT, LESSOR MAY SEIZE AND DISPOSE OF TENANT'S PROPERTY AGAINST WHICH A LIEN IS ATTACHED. LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE TO TENANT'S PROPERTY FOR ANY REASON WHETHER OCCURRING DURING TRANSPORTATION OR IN ANY OTHER MANNER.

16. RELEASE OF INFO: Lessor is hereby authorized by Tenant to release any info regarding Tenant and Tenant's tenancy as required by law or requested by police or other government agencies.

17. CHANGE OF ADDRESS: Tenant shall give notice to Lessor of any change of address different from the address provided in this Rental Agreement within 10 days of change.

18. ASSIGNMENT: Tenant shall not assign container without prior written consent of Lessor. Lessor may transfer this Rental Agreement without consent of Tenant. Tenant shall be released from all obligations under this agreement after such assignment or transfer.

19. CONSTRUCTION: This Rental Agreement shall be governed and construed in accordance with the laws of the state where container is located.

20. LOCAL ORDINANCES: Tenant's use of container is subject to county, city and local ordinances. Tenant assumes full responsibility for any fines or penalties resulting from Tenant's use of the container. If the container is required to be moved by a governing agency from Tenant's assigned location, Lessor will attempt to notify Tenant of such requirements.

MUST BE COMPLETELY FILLED OUT

LESSOR: _____ **Tenant:** _____
JC Rentals, LLC SIGN

TENANT: _____
Print

(PLEASE PRINT LEGIBLY) Address: _____ Phone: _____

City: _____ ST. _____ Zip: _____

911 Address: _____ DOB: _____

E-Mail: _____

License #: _____ State: _____

Place of Employment: _____

Address: _____ Phone: _____

AUTHORIZATION: Persons other than Lessee authorized to enter unit:

1) _____ Phone: _____ 2) _____ Phone: _____

I authorize my credit card to be charged each month? YES/NO _____

CC NUMBER: _____ *Signature*
Type: M/C or Visa EXP: _____ **SEC. Code** _____