

STORABIN  
AGREEMENT AND TERMS OF SERVICE

Storabin ("COMPANY") and \_\_\_\_\_ ("CUSTOMER") agree for the Company to rent one or more mobile storage container ("Container" or "Containers") to Customer on the following terms and conditions:

1. Location; Ownership. The Company will deliver the Container(s) to Customer's location at \_\_\_\_\_. Customer represents that he/she/it has the legal right to have the Container(s) placed at this location and grants the Company the right to come on the land to deliver and to pick up the Container(s). Customer will not move the Container(s) from that location. The Container(s) shall at all times remain owned by the Company.
2. Payment. A late charge of \$25 is due with any payment made more than 5 days late. Storabin reserves the right to Automatically Bill customers on their Anniversary Date (date of container delivery). Customers will be notified 5 days prior to billing to schedule cancellation. If no response, Customers will be automatically charged for that months rent.
3. Default; Termination. If a Customer is in default because payment is more than 30 days late or because Customer violates any other part of this Agreement, Company reserves the right to terminate this Agreement by giving the Customer 30 days notice (sent to the most recent mailing address on file with the Company) to remove Customer's personal property items from the Container(s) before the Container(s) is/are picked up by the Company. Company reserves the right to pick up the Container(s) anytime after the end of the 30 days' notice and to open the Container(s). Any personal property left in the Container(s) at that time will be deemed abandoned by the Customer and will be subject to a lien by the Company, to be sold by the Company to collect money owed by the Customer. If the contents of the Container(s) appear to have no economic value, Customer authorizes Company to discard them. Company shall have no liability to the Customer or to any third party for the disposition of any contents of any Container under this Section, or for any damage to real or personal property that occurs as a result of picking up the Container(s).
4. Damage to Container(s). Customer shall pay for all damage caused to the Container(s) while the Container(s) is/are rented to Customer. Payment shall be made in full within 10 days of demand by Company; if not paid timely, Company reserves the right to terminate the Agreement under Section #3.
5. Use of Container(s). Customer shall not allow the Container(s) to be used to store any illegal, hazardous, noxious, or incendiary substances. By NC law, customer shall not allow anyone to live in the Container(s). If Customer violates this rule and it creates (in the Company's sole opinion) an emergency situation, the Company has the right to pick up the Container(s) without prior notice to the Customer, open the Container(s), and

handle any substances that create the emergency as it deems best in the interest of safety; Company shall give Customer 30 days written notice (to Customer's most recent address on file with the Company) to pick up the remaining contents. If Customer does not pick them up within 30 days, Customer has abandoned the items, and Company may dispose of them as described in Section #3.

6. Waiver and Indemnification. Customer waives any claims for injury or damage to personal property arising from the delivery, use, or pickup of the Container(s) except where Company causes injury or damage by its willful act or by gross negligence. Customer will indemnify and hold harmless the Company, its owners, affiliates, employees, and agents, for any damage to the Container(s) and for any claims by the Customer or by third parties arising out of the delivery, use, or pickup of the Container(s). This indemnification includes judgments, awards, settlements, legal fees, court costs, and any other expenses Company may incur.
7. Collection. If the Company has to take legal action to collect any money owed by the Customer or to retake possession of the Container(s), the Customer shall be responsible for the Company's attorney's fees and costs based on the actual cost of the same.
8. Insurance. Customer is responsible for having his/her/its own insurance on the contents of the Container(s). Company will not be liable for damage or theft of the contents of the Container(s) under any circumstances.
9. Miscellaneous. All of the terms the parties have agreed upon are merged into this document. This Agreement can be modified only in a writing signed by both parties. NC law governs this Agreement. Jurisdiction and venue for any dispute will be in the courts of Orange County, North Carolina.

I understand and have agreed to these terms.

---

Customer

---

Date

---

Customer

---

Date