

# Rental Agreement 2023

## Agreement Between

Texstar Containers \_\_\_\_\_  
3890 N. FM 1692 \_\_\_\_\_  
Miles, Tx 76861 \_\_\_\_\_  
325-656-4418 Darrell \_\_\_\_\_  
325-656-8625 Colton \_\_\_\_\_

Invoice Number \_\_\_\_\_  
Delivery/Term Start Date \_\_\_\_\_  
Term End Date \_\_\_\_\_  
Estimated Pickup Date \_\_\_\_\_

### All Numbers DO NOT Include Tax (6.75%)

Monthly Rent	\$ _____	Container Number	_____
Term Length TC	\$ _____		
Delivery Charge	\$ _____	Location of Container	_____
Pickup Charge	\$ _____		_____
Prorated 1 <sup>st</sup> Month's Rent	\$ _____		_____
Total Due at Delivery	\$ _____		_____
Monthly Due Date	_____	List of Modifications	_____
Container Sale Price	\$ _____		_____
Modifications Sale Price	\$ _____		_____
			_____

**(Individual)** I, \_\_\_\_\_, understand that in the following, I will be referred to as the Lessee and Texstar Containers as the Lessor.

**(Company)** I, \_\_\_\_\_, am signing for and understand that it is my responsibility to inform \_\_\_\_\_ of this contract. I also understand that in the following, the company I am signing for will be referred to as the Lessee and Texstar Containers as the Lessor.

**Damages:** The Lessee, or representative of the Lessee, has inspected the container and has approved it satisfactory for his/her needs.

(On Site) Damages Initial \_\_\_\_\_

**Container Damages and Condition:** The container being rented is the property of the Lessor. At the time of shipment, the Lessor will inspect the container and take note/picture of any concerning damages to the container. The Lessee will be responsible for any additional damages to the container. These may include, but are not limited to: Holes in the roof, sides, doors, or floors, Areas painted by the Lessee, Damage to gaskets, hinges, or handles. The Lessee may NOT do any modifications to the container without the consent of the Lessor. These include, but are not limited to: Welding to the container, Cutting the container, Screwing/Bolting/Anchoring anything to the container. Any modifications done to the container by the Lessor will be inspected before and after rental to ensure that none is damaged, or note the damages to them. If any damages are in need of repair, or diminish the value of the container/modifications are recognized by the Lessor, it will be paid for by the Lessee in the reasonable amount set by the Lessor. The reasonable amount will be enough to compensate for the damages, or be enough to fix the container/modifications. If the container is stolen, the Lessee agrees to pay the sale price of the container and its modifications sale price as stated above.

Container Damages and Condition Initial \_\_\_\_\_

**Billing:** The Lessor will prorate the first month's rent to either the first of the month, or to the date specified above. The first invoice shall include the Delivery Charge, Pickup Charge, and the Prorated 1<sup>st</sup> Month's Rent and is due at the time of delivery. A monthly invoice will be sent to the Lessee at the first of the month or the date specified above. Payment by check or credit card is due within 10 days of the date the Lessee receives the invoice. A five-business day period from the date the invoice is mailed is the date assumed to have been received for the Lessee. The Lessee must put a credit card on file with the Lessor for failure to pay monthly rent invoices. If the Lessee does NOT pay within 10 days, the credit card will be charged the amount of the rent plus tax and a 4% credit card fee. A credit card can be used to pay for the rent, but a 4% fee will apply. If the Lessee fails to pay for the container and the credit card is declined for any reason, the Lessor will pickup the container. Picking up of the container and any damages done to the container/modifications or property is addressed above in the Container Damages and Condition.

If the Lessee decides to buy the container, then three full months of rent will go towards the purchase of the container. After the three full month's rent have gone towards the purchase of the container and/or modifications, half the rent of any remaining months will go towards the purchase of the container.

Billing Initial\_\_\_\_\_

**Lease Period:** The Lessee acknowledges that the lease period begins at the time of delivery and ends on the pickup date. After the pickup date has passed, the Lessee has 48 hours to have the container cleaned out and unlocked. The Lessor will contact the Lessee on the last day of the rental to remind them of the end of the rental term. A pickup date will be decided; or the container will be picked up 48 hours, or later, after the end of the rental term. Anything left in the container at the time of pickup will be set outside and a cleanout fee of \$50.00 will be charged. If the container is locked at the time of pick up, a \$50.00 lock cut fee will be charged. If the container is locked and contents still inside, the Lessor will choose to either cut the lock on site and unload its contents outside, or bring the container back to the yard and cut the lock there. All contents will be removed and stored at the yard outside in the weather elements. The Lessee will be responsible for picking up any contents that were left in the container. After 10 days of being at the Lessor's yard, any contents that had to be brought back to the yard will become the property of the Lessor and will be dealt with accordingly. The Lessor is not responsible for any damage to the contents due to weather or transportation/pickup of the container. If the lease period needs to be extended, another lease agreement will be made with the new dates. If the container cannot be loaded/picked up due to weight, a locked gate, or an obstacle, the Lessee will be charged an additional pickup charge as well as \$5.00/day until the container is made available for pickup. In the occasion that the container needs to be moved to a different location, the Lessee must contact the Lessor. The container must never be moved unless the Lessor has approved the move. Moving of containers must be done by the Lessor unless written permission is given to the Lessee. The price to move the container to a different location will be given by the Lessor based on mileage and time. The moving fee MUST be paid in cash unless otherwise noted by the Lessor.

Lease Period Initial\_\_\_\_\_

**Liabilities and Reclaim:** The Lessee agrees to assume the risk and is liable for property damages and personal injury incurred and or caused by the use of the container and its modifications. The Lessee releases the Lessor from any connection with the damages, bodily injury, or death, while the container/modifications are in the possession of the Lessee. In the event of failure to pay, the Lessor may go onto the Lessee's property to reclaim or to overlock the container without notice or legal process. If any attorney's fees are required due to the process or result of retaking or overlocking the container, they will be paid for by the Lessee.

Liabilities and Reclaim Initial\_\_\_\_\_

**Credit Card Usage:** The Lessee agrees to allow the Lessor to charge the Lessee's credit card in the event of a late/un-paid invoice, un-retrievable container, damage to container or modifications, or any other circumstances as stated above.

Credit Card Usage Initial \_\_\_\_\_

Name On CC: \_\_\_\_\_

Credit Card # \_\_\_\_\_

Expiration: \_\_ \_\_/\_\_ \_\_

CVV: \_\_\_\_\_

Zip Code: \_\_\_\_\_

I have read all of the above and understand its parts and have asked any questions and had them answered. I understand the terms clearly and agree to this rental agreement. I understand that in the event of a breach in this contract, the container and its modifications will be picked up by Texstar Containers and the aftermath be dealt with according to the text above.

\_\_\_\_\_

Printed Name

\_\_\_\_\_ Darrell Cmerek, President \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Or

\_\_\_\_\_

Company Name if Representing One

\_\_\_\_\_ Colton Cmerek, Vice President \_\_\_\_\_

\_\_\_\_\_