

- I, \_\_\_\_\_ the "Lessee", hereby acknowledge that I have this day rented and received from Ocean Transport Co, storage container(s) herein after called "equipment" belonging to Ocean Transport Co, herein after called "Lessor" for my personal or business use.
- Initials:
- I have rented the following equipment listed on the invoice: \*  
Lessee Signature:  Date:
- INSPECTION: Lessee acknowledges that he has personally inspected the storage container and finds it suitable for his needs.
- BILLING: Lessor will prorate from the date of delivery to the last day of that month. The first invoice will include delivery and pickup charges (listed on invoice) and first month rent and pickup/delivery fees will be paid upon delivery. Lessee will be invoiced once per month. All invoices not paid within 5 days will be charged to the credit card provided. A late fee of \$30 will be added to invoice for any payments received later than 5 days past the due date.
- LEASE PERIOD: The lease period shall include the day delivered and continue until the storage equipment is picked up. Contract periods are for full months only. Ocean Transport Co has a minimum of 1 month (30 days) rental period, unless noted otherwise.
- RETURNING EQUIPMENT: Equipment is to be moved by Lessor only. Call above telephone numbers for equipment pick up. All equipment must be made completely empty and accessible at Lessee's expense in advance of calling for pickup. Trips made by Lessor to pick up equipment that is not empty or accessible will be charged to Lessee at a rate equal to the cost of normal delivery or pick up. If Lessee fails to move obstructions in a timely manner Lessor will charge Lessee for expenses incurred while retaking equipment. Lessee's right to possession terminates on the expiration of the rental period and retention of equipment after this time constitutes a material breach of contract. Time is of the essence in this contract. Any extension must be mutually agreed upon.

**LESSEE LIABLE FOR ALL DAMAGES:** Lessee assumes all responsibility for equipment while out of the possession of Lessor. Lessee shall be liable for any loss, theft, damage, or destruction of rented equipment from any cause whatsoever.

**LESSEE LIABLE FOR PERSONAL INJURY:** All equipment is used at lessee's risk and Lessor assumes no responsibility to any person, including Lessee, for the leased equipment while in Lessee's possession. Lessee will hold Ocean Transport Co harmless in the event that there are any lawsuits or issues with leased equipment.

**DAMAGED EQUIPMENT:** Lessee shall return to Lessor all equipment in the same condition as when rented. If the equipment lost or returned in a damaged condition, Lessor will charge Lessee's credit card listed above for the reasonable cost of repair and/or replacement to be determined solely by the Lessor at such time as equipment is lost or damaged. Lessee agrees to pay regular retail prices for all lost or damaged equipment.

**RETAKE OF EQUIPMENT:** Lessor and its agents may go upon Lessee's property and retake or over lock equipment, without notice or legal process. Lessor and its agents may take all action reasonably necessary to retake or deny access to the equipment and Lessee waives for himself, agents and employees all claims for damage and losses, physical and pecuniary, caused by Lessor retaking or over locking the equipment. Lessee agrees to pay all costs and expenses incurred by Lessor in retaking or over locking the equipment including a reasonable attorney's fee. Lessee has 2 days to unlock equipment once the rental period is paid up. If Lessor needs to remove equipment from the storage container, reasonable labor and storage fees will be due in order to pick up items. If items are not collected within 30 days, they can be discarded or sold by lessor.

**ASSUMED LIABILITY AND RISK:** Lessee agrees, at his cost and expense, to defend Lessor and hold Lessor harmless on account of any and all suits or demands brought or asserted by reason of injury to any person or property whatsoever caused by the use or operation of said equipment rented and thus in Lessee's possession. He also agrees to pay all judgments, liens, or other

encumbrances that may be levied against Lessor or the said equipment on account of the use thereof. Lessee assumes any and all risks that shall include, without limitation, the risk of death, bodily injury or property damage resulting from collision between equipment, a person or a stationary object, the unavailability of emergency medical care or the negligent or deliberate act of any other person.

RELEASE AND AGREEMENT NOT TO SUE: Lessee releases Lessor and all of its agents from and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of the use or presence upon the facilities, including without limitation those based on death, bodily injury or property damage.

SEC. 31.04 PENAL CODE, THEFT OF SERVICE: A person commits theft of service if, with intent to avoid payment for service that he knows is provided only for compensation, having control of personal property under a written rental agreement, he holds the property beyond the expiration of the rental period without the effective consent of the owner of the property, thereby depriving the owner of the property of its use in further rentals.

If you hold our equipment without payment, this is considered theft and will be handled accordingly.

CREDIT CARD AUTHORIZATION: Lessor authorizes Ocean Transport Co, to charge the credit card listed above for all overdue invoices, loss, damages or other expenses. ENTIRE AGREEMENT: Lessee agrees to all the terms of this contract. This agreement constitutes the entire agreement between the parties and any other representations, oral or otherwise, is void unless explicitly referred by this agreement and is in writing.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_