



[www.offsiteequipment.com](http://www.offsiteequipment.com)

## AGREEMENT #:

CUSTOMER: _____ ADDRESS: _____ CITY/ST/ZIP: _____	CUSTOMER CONTACT: _____ CUSTOMER PHONE: _____ CUSTOMER EMAIL: _____
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REFERRING DEALER:

[illegible]

Use Schedule "A" for large quantities of units. "Reference" multiple locations

SERVICES		NOTES
# UNITS MANAGED:		
# PICK UP LOCATIONS:		
* HD REPLACEMENT:		
*PICK UP TIMING:		
* STAIRS AT ORIGIN:		
PICK UP HOURS:		
*# TRIPS TO PICK UP:		
*INSURANCE:		

*Items with \* represent "additional services."*


[www.RenewAlert.com](http://www.RenewAlert.com)

**RENEW ALERT SUBSCRIPTION:** \_\_\_\_\_

NOTICE DATE 1: \_\_\_\_\_

NOTICE DATE 2: \_\_\_\_\_

NOTICE DATE 3: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL #1: \_\_\_\_\_

EMAIL #2: \_\_\_\_\_

PICK UP/ EQUIPMENT STORAGE: \_\_\_\_\_  
 RENEWALERT LOI SERVICE: \_\_\_\_\_  
 PREPAID RETURN SHIPPING: \_\_\_\_\_  
 ADDITIONAL SERVICES: \_\_\_\_\_

SUBTOTAL: \_\_\_\_\_  
VALUATION: \_\_\_\_\_  
TOTAL: \_\_\_\_\_

NOTES: \_\_\_\_\_

ACCEPTED BY:

Date \_\_\_\_\_

# TERMS AND CONDITIONS TO OFFSITE STORAGE AGREEMENT

This Agreement shall be subject in all respects to the Terms and Conditions attached hereto and incorporated herein by this reference. Customer understands Offsite Logistics LLC ("Offsite") is not an affiliate, subsidiary, or related to any office equipment dealers, manufacturers, or Referring Equipment Dealer. Customer ("you" or "your") is responsible for all payments that are due under this agreement and the Referring Dealer is not a party to this Agreement. Managed Equipment as shown on this Agreement is defined as "Equipment".

**Term.** The Term of this Agreement shall commence on 12:01 A.M. on the Commencement Date, and shall continue thereafter on a calendar-month to calendar-month basis until either party shall have terminated the Agreement by providing not less than thirty (30) days' written notice to the other of such termination. The Commencement Date is the date stated on this Agreement. Once the term expires, if equipment is still in our possession, the agreement shall renew at a monthly rate of \$35.00 per month per stored device.

**Limitation of Liability:** Customer agrees that Offsite and the Referring Dealer shall not be liable for any damages, payments, fees, claims, or losses related to any event of default by the Customer on any lease or financing agreements Customer may be obligated to related to the Equipment. Customer agrees Offsite and the Referring Dealer are not responsible for any renewal payments, lease or loan payments, taxes, fees, purchase options, or obligations the Customer may have for the Equipment. In no event shall OFFSITE or the Referring Dealer be liable for any special, incidental, punitive, or consequential damages. Customer agrees that the terms and conditions in this Agreement supersede any other agreements you may have with Offsite or the Referring Dealer related to the Equipment. You agree that neither the Referring Dealer, nor any sales person, employee, or agent of supplier is our agent and has any authority to speak for Offsite or to bind Offsite or the Referring Dealer in any way. Customer expressly waives any and all claims it may now have against Offsite, its members, agents and employees, in connection with any such injury, damage or loss, unless said injury, damage or loss is solely caused by Offsite's gross negligence or willful misconduct, which in that event Offsite will not exceed \$2,000.00 per copier. In the event of loss, damage and/or delay to any shipment, OFFSITE's liability to Customer will not exceed 50% of the sum of the storage payments collected by Offsite.

**Letter of Intent Reminder Service:** If the Letter of Intent Reminder Service is purchased, Offsite (or any agent of Offsite) agrees to send one email to the Contact on this Agreement within 10 business days of each Reminder Date. The email will state that Offsite has been requested to send a reminder to the dedicated Contact to send in a Letter of Intent to the lessor who owns the Equipment. If no email address is provided, Offsite will call no less than one of the Contacts listed to provide verbal reminder to send in a Letter of Intent. Customer may call or email Offsite during regular business hours and discuss any best practices related to the generalities of managing the Customers lease obligations related to the Equipment. If no LOI Reminder date is listed on this Agreement, if the Reminder Service was not purchased, or if the Customer is past due with Offsite, Offsite has no obligation to send out any LOI Reminder emails to Customer. Offsite and the Referring Dealer do not warrant the Reminder Date entered on this Agreement is accurate or will ensure timely notice as may be required in any lease or finance agreements related to the Equipment listed on this Agreement.

**Prepaid Return Shipping:** If Prepaid Return Shipping is included in this Agreement and there is no event of default, Offsite will transport the Equipment to the destination provided by the Customer. Each piece of Equipment on this Agreement has a number of miles purchased to be applied towards the transportation of that piece of equipment and any accessories that came with that Equipment ("Asset" or "Copier"). The number of miles purchased per asset shall be applied to the actual number of miles from the Customer's address as listed above to the destination the Customer requests the Assets be transported to ("Actual Miles"). These miles are eligible to be applied towards "Standard Transport" freight charges. Standard Transport freight is 7 business days from Offsite's receipt of the shipping instructions from the Customer to have the Equipment picked up and then 7 business days per 1,000 miles of travel distance transportation time. It is the sole responsibility of the Customer to provide Offsite with instructions where to return the Equipment in a timely manner so Standard Freight will apply. If instructions are not provided to Offsite in a timely manner, Offsite will provide Customer with Expedited Freight Pricing. With Expedited pricing, Offsite will credit the Standard Freight amount collected against the Expedited Price Quote. Customer is responsible to pay any balance due between the Standard Freight charge and the Expedited Freight charge. In the event the Miles Purchased are less than the Actual Miles, Customer may request Offsite quote the freight charge and apply the Purchased Mileage amount against the new freight quote. Purchased Miles cannot be pooled, Purchased Miles apply only to the Equipment referenced on the Agreement. There are no refunds for un-used Purchased Miles. Equipment will be insured at no extra charge to the customer for .60 cents per lb. Any additional insurance required will either need to be included as referenced in this Agreement or purchased at an additional charge by the Customer. Each Asset will be shipped in an Air Ride truck, secured, and blanket wrapped. All assets will be transported in a manner that conforms with the policies of the Equipment Leasing Companies. Offsite will place the return shipping instructions on each Asset and make all of the required arrangements for delivery at the destination provided by Customer.

**Customer's Responsibilities.** Customer agrees that they will obtain and maintain insurance covering the Equipment as Customer shall deem necessary or appropriate. Prior to the expiration or earlier termination of this Agreement, Customer shall remove, or cause to be removed, all Equipment from the Warehouse (subject to any lien rights of OFFSITE). Should Customer fail to make arrangements with OFFSITE for the timely removal of its Equipment from the Warehouse following the expiration or earlier termination hereof, or should Customer default in the timely payment of any charges or fees payable hereunder (which default continues for more than ten (10) days following written notice to customer of such failure), all Equipment of Customer remaining in the Warehouse shall immediately become the property of OFFSITE and may, at OFFSITE's option, be sold or otherwise disposed of and Customer shall be liable to OFFSITE for all expenses incurred in such removal, sale or disposal, as well as any damages sustained by OFFSITE occasioned by such removal, sale or disposal.

Customer is responsible to provide Offsite with a Letter of Intent reminder date and it is the sole responsibility of the Customer to contact the lessor who owns the Equipment to determine the accuracy of the date provided.

You agree it is your sole responsibility to determine the Reminder Date and provide this to Offsite. If the Reminder Date is changed, you agree to send written notice to Offsite at the address listed on our website via certified mail. You agree it is your responsibility to secure any return shipping instructions related to the Equipment and that you are responsible to send in the Letter of Intent and any other notice you may be required to related to the Equipment listed on this Agreement. You are responsible to make any shipping arrangements for the Equipment and to complete any additional steps that may be required by the Owner of the Equipment. If the Contact changes, you agree to notify Offsite of this change no less than 60 days before the Reminder Date on this Agreement. You warrant the accuracy of all of the information that was entered on this Agreement and agree the information provided on this Agreement was provided by you and no other party.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer