



Pro Box Rental Terms and Conditions

Revised: September 29, 2017

Pro Box Portable Storage, LLC (hereinafter PROBOX) leases to and will transport and deliver the container(s) or mobile office(s) (hereinafter Unit(s)) to the location indicated by Customer in the Information Section of this Agreement under the following terms and conditions.

- 1) **CONTAINER CHARGES:** Customer agrees to pay all fees for delivery, pick-up, Damage Waiver and use of the Unit(s) as stated in the Information section of the Rental Contract. **The rental period for the Unit(s) is 28 days and shall be referred to in this Agreement as a month.** The Lease term commences upon the date of delivery of the Unit(s) and continues on a month-to-month basis until terminated as provided herein. PROBOX will send you a monthly invoice prior to the Charge due date, however, unless agreed to otherwise by PROBOX in writing, all Charges are due monthly (every 28 days) in advance without demand. PROBOX reserves the right to require that rent and other charges be paid in cash, certified check, credit card or money order. PROBOX does not return Charges if Unit(s) are returned within the initial rental period or after the first week of each new rental period unless otherwise written on the Rental Contract. Customer shall not acquire and ownership of rental items. Any payments made by Customer over the Charges will revert to PROBOX if not claimed by Customer within 30 days of such payment. PROBOX may change the monthly charges for the Unit(s) by giving Customer fifteen (15) days advanced written notice at the Customer's address stated in this Agreement. The new charge shall become effective on the next due date.
- 2) **PERMITS, ZONING AND TAXES:** Customer is responsible for all permits, zoning, use taxes, and other taxes, fees or assessments related directly or indirectly to the Unit(s) or placement of the Unit(s) on the location directed by Customer.
- 3) **LATE CHARGES AND OTHER FEES:** Customer agrees to pay PROBOX a \$15.00 late fee if rent is not received within ten (10) days of the Charge due date. Customer agrees to pay PROBOX a \$25.00 returned check fee plus all bank charges for any dishonored check. These fees are liquidated damages to compensate PROBOX for labor and other costs of collection and are additional rent. Customer also agrees to pay PROBOX all lien, repossession and collection charges now in effect or put into effect by PROBOX.
- 4) **UNIT DELIVERY AND PICKUP:** Customer may either pickup/return Unit(s) (upon meeting PROBOX insurance/indemnification requirements) or pay for PROBOX delivery/return. Customer agrees to inspect Unit(s) prior to use and to immediately notify PROBOX of any defect in writing. By using Unit(s) without providing PROBOX written notice of defect, you or your agent accept the Unit(s) as free of defects and in good repair. Customer agrees to schedule delivery or pick-up in accordance with PROBOX'S rules then in effect. PROBOX may rely upon Customer's verbal instructions for scheduling delivery and pick-up of the container. It is the Customer's responsibility to remove all items inside of Unit before pickup. Any item(s) left in Unit will be considered trash and will not be returned to Customer.
- 5) **USE OF UNIT AND CUSTOMER LIABILITY:** Customer agrees not to place contents with a total value listed on Rental Contract but not in excess of \$5,000 without the written permission of PROBOX. THIS VALUE LIMITATION IS SIGNIFICANT CONSIDERATION IN THE RENTAL RATE CHARGED. Customer shall comply with all rules and regulation concerning the use of the Unit(s) in effect or put into effect by PROBOX. Unless Customer has elected to participate in the DAMAGE WAIVER PROGRAM, Customer shall be liable for loss of or damage to the Unit(s) from the time Customer takes possession of the Unit(s) until it is returned to PROBOX including damages caused by forces of nature, leaking, condensation, humidity, mold, or rodent. Customer may not move or have the Unit moved outside of the United States, allow the Unit to be used as a residence or store any form of hazardous or explosive material inside of Unit. Customer shall keep Unit freely accessible for PROBOX to inspect or pickup at any time. Customer will be responsible to pay PROBOX the replacement value plus applicable taxes if Unit is not returned to PROBOX in its original state less normal wear and tear.
- 6) **LIABILITY AND PROPERTY INSURANCE:** INSURANCE FOR UNIT CONTENTS IS YOUR RESPONSIBILITY — PROBOX DOES NOT PROVIDE ANY INSURANCE. Customer shall maintain a policy of public liability insurance with not less than a \$500,000 per occurrence limit that covers claims and lawsuits arising out of Customer's use of the Unit(s).

PROBOX shall be named as an additional insured under such policy while the Unit(s) is in Customer's possession. Customer shall provide insurance on the contents of each rented Unit(s) at Customer's expense. Insurance on Customer's property is a material condition of this Agreement and is for the benefit of both Customer and PROBOX. Customer expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Customer against PROBOX, PROBOX's agents or employees for loss of or damage to stored property.

- 7) **DAMAGE WAIVER:** Unless Customer has purchased Damage Waiver and it appears on the rental contract, Customer shall be strictly liable for loss of or damage to the Unit(s) while the Unit(s) is in Customer's possession. The terms and conditions of the Damage Waiver Program may be viewed and downloaded at the PROBOX website. The terms and conditions posted on the website shall be binding on Customer and PROBOX when Customer agrees to participate in the Damage Waiver Program. Office rental units are subject to a \$1,000 deductible.
- 8) **PROBOX'S LIABILITY FOR PROPERTY LOSS OR DAMAGE:** PROBOX shall not be liable for loss of or damage to Customer's personal property while the Unit(s) is in Customer's possession and control from any cause, including the active or passive negligence of PROBOX, its agents or employees.
- 9) **RELEASE OF PROBOX'S LIABILITY FOR BODILY INJURY:** PROBOX, its agents and employees shall not be liable to Customer for injury or death arising out of Customer's use of the storage container, even if such injury is caused by the active or passive acts or omissions or negligence of PROBOX, PROBOX's agents or employees.
- 10) **INDEMNITY:** Customer agrees to indemnify and hold PROBOX harmless (including reasonable attorney's fees) from all claims, or lawsuits arising from Customer's use of the Unit(s). Customer's obligation to indemnify PROBOX include, but are not limited to, allegations of negligence against PROBOX, its officers, agents and employees.
- 11) **DEFAULT:** If Customer defaults on any of the terms or conditions of this Agreement PROBOX may exercise any remedy provided by this contract or by law. Such remedies include but are not limited to entering Customer's premises and taking possession of the Unit(s). If default is not cured PROBOX shall exercising its lien rights described below.
- 12) **LIEN ON PROPERTY: Customer grants PROBOX a lien on the contents of Customer's Unit(s) for rent and other charges becoming due under this Agreement. If Customer does not pay fees and charges when due, PROBOX may take the following actions:**
 - a) **Enter the premises where the Unit(s) is located and Repossess the Unit(s).**
 - b) **Foreclose on PROBOX's lien by selling the contents of Customer's Unit(s) in a reasonable manner. PROBOX will send Customer a notice by email or first-class mail to Customer's postal or email address provided in this Agreement or written change of address received by PROBOX prior to any sale. Such notice shall be presumed delivered when deposited with the U.S. Postal Service, properly address and postage prepaid.**
 - c) **PROBOX shall return personal property in the Unit(s) to Customer when Customer pays all outstanding charges owed and arranges to pick up the property from PROBOX'S location.**
- 13) **CUSTOMER'S AUTHORIZED AGENTS:** The Customer may designate agents to act on its behalf with respect to the leased Unit(s). Such authorized agents shall have all the rights of Customer upon providing PROBOX with required security information to access the Unit(s) or order its delivery. Customer may revoke an agent's authority only by sending PROBOX written instructions of such change. PROBOX shall have no liability for the acts or omissions of Customer's agents
- 14) **ACCESSORIES RENTED OR SOLD WITH UNIT:** Customer acknowledges and agrees that Accessories included on this Agreement are being rented or sold "AS IS, WHERE IS" and that the Accessories are in satisfactory condition. By using Accessories, Customer or Customer's agent accept the Accessories as free of defects, in good repair and working condition. Any Warranty on any new or used Accessories still subject to a Manufacturer's Warranty is made by the Manufacturer only. PROBOX disclaims all Warranties, either express or implied, including any implied Warranty of merchantability or fitness for a particular purpose. Any statement contained herein does not apply where prohibited by law.
- 15) **NOTICES:** All notices required by this rental Agreement, may be sent to Customer at any of the addresses given by Customer above, by email or first-class mail, postage pre-paid, and shall be deemed given when deposited in the U.S. mail or sent by email. Customer shall give PROBOX written notice of a change of the postal or email addresses provided by Customer in the Agreement. The terms of this Agreement may be changed by PROBOX by giving Customer thirty (30) days advanced written notice in person, by email or by first-class mail as provided in this paragraph.
- 16) **NO ORAL AGREEMENTS:** This Agreement contains the entire agreement between PROBOX and Customer. There are no oral agreements concerning Customer's use of the storage other than pick-up and delivery instructions.
- 17) **MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER:** In the event of any dispute or lawsuit between Customer and PROBOX arising from Customer's lease of the Unit(s), the dispute or lawsuit shall be submitted to binding arbitration upon the request of either party. The request for arbitration shall be served on the other Party by certified mail to the address provided on this Agreement. **The parties shall arbitrate their claims individually and shall not bring or**

participate in any class action, class representative action, private attorney general, or multi-plaintiff action in court or through arbitration. The waiver of class representation is an essential term of this arbitration clause. The arbitration shall be conducted and heard by a single arbitrator to resolve the claim or lawsuit. Each Party shall bear its costs and fees, including but not limited to attorney's fees, travel expenses, out-of-pocket expense, or witness fees and expenses. All arbitration expenses, including fees and expenses of the arbitrator, shall be shared and borne equally by PROBOX and Customer. The decision of the arbitrator shall be final and binding on the Parties. The arbitration shall be conducted in Phoenix, AZ, or such other location as agreed by PROBOX and Customer. The arbitration must be commenced within the time set by the applicable statute of limitations in the state where the Unit(s) was rented or within two years after Customer's return of the Unit(s) to PROBOX, whichever occurs sooner. The Parties understand and agree that the Federal Arbitration Act (FAA) shall govern this arbitration agreement and its enforcement. The arbitration shall be conducted by the American Arbitration Association (AAA) under its rules for arbitration then in effect. **Notwithstanding the preceding, PROBOX will not request to arbitrate any lawsuit that Customer brings in small claims court. However, if such lawsuit is transferred, removed or appealed to a different court, PROBOX may then request arbitration.**

- 18) **SUCCESSION AND VALIDITY:** All provisions of this Agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties. If any part of this Agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all remaining parts of this Agreement will nevertheless be valid and enforceable in all circumstances.