



Pro Box Rental Agreement Terms and Conditions

(Revised: May 16, 2025)

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) **EQUIPMENT CHARGES:** Customer agrees to pay all charges for delivery, pick-up, rental, and Damage Waiver as listed in the Rental Contract. Each rental month is 28 days. The lease starts on the delivery date and continues month-to-month until ended. Invoices are sent every 28 days. Payment is due in advance unless PROBOX agrees otherwise in writing. PROBOX may require payment by credit card, ACH, certified check, or money order, and may charge the Customer's card on file. No refunds will be given if the Unit is returned within the minimum rental term or after the first 7 days of a new billing cycle, unless stated in writing. **This is a true lease, and Customer shall not acquire any ownership of the rental Unit(s).** Overpayments not claimed within 30 days become property of PROBOX. Rental charges may change with 30 days' written notice.
- 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 a \$15 late fee if rent is over 10 days late, and a \$45 fee plus bank charges for any bounced check. These are considered additional rent. Customer also agrees to pay any lien, repossession, or collection fees PROBOX imposes.
- 4) **UNIT DELIVERY, PICKUP & RELOCATIONS:** Customer may pick up or return the Unit(s) if they meet PROBOX's insurance requirements and indemnification requirements. Customer gives PROBOX permission to access the site and confirms it is suitable for delivery, pickup or relocation. If no one is present, PROBOX may proceed, and is not responsible for property damage unless caused by gross negligence or willful misconduct. Customer must schedule deliveries and pickups per PROBOX's procedures and may give verbal instructions. Unit(s) must be empty, unlocked, swept clean, and ready for immediate re-rental, with clear access for pickup. Customer agrees to pay the following fees:
 - a) Trucking Fees: Delivery, pickup, or relocation fees as listed on the Rental Contract
 - b) Waiting Time Fee: \$100 per hour if delivery, pickup, or relocation exceeds one (1) hour on site (billed in 15-minute increments)
 - c) Dry Run Fee: If PROBOX is unable to access, move, or relocate the Unit(s) due to it being blocked, locked, loaded, or otherwise inaccessible for reasons beyond PROBOX's control
 - d) Damage and Cleanup Fees: Charges for cleanup or repair of the Unit(s), excluding normal wear and tear
- 5) **EQUIPMENT INSPECTION:** Customer must inspect Equipment before use and report any defects to PROBOX in writing. If no notice is given, Customer accepts the Equipment as in good condition.
- 6) **USE OF UNIT AND CUSTOMER LIABILITY:** Customer agrees that PROBOX's liability for the value of contents stored inside the Equipment is limited, regardless of fault, to the lesser of the amount listed as the Maximum Contents Value on the Rental Contract or \$5,000. THIS VALUE LIMITATION IS SIGNIFICANT CONSIDERATION IN THE RENTAL RATE CHARGED. Customer shall not stack Unit(s), allow habitation in Unit(s), or alter any Unit(s) in any way, such as drilling holes, painting, or affixing signs. Customer agrees not to store collectibles, currency, heirlooms, jewelry, works of art or anything having sentimental value to Customer and waives any claim for emotional or sentimental attachment to the contents. Units are for domestic storage only and are not to be used for shipping purposes. Unless Customer has elected to participate in the DAMAGE WAIVER PROGRAM, Customer shall be liable for 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. Once delivered, Customer is not permitted to move Unit(s) to another location without written permission from PROBOX.

- 7) **LIABILITY AND PROPERTY INSURANCE: INSURANCE FOR UNIT CONTENTS IS YOUR RESPONSIBILITY — PROBOX DOES NOT INSURE CUSTOMER'S UNIT CONTENTS.** 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 except to the extent such loss or damage is caused by the gross negligence or willful misconduct of PROBOX, its agents or employees. This limitation of liability is subject to the terms and conditions set forth in Paragraph 6 and this paragraph of this Agreement.
- 8) **THIRD PARTY CUSTOMER CONTENTS INSURANCE:** PROBOX has partnered with third-party insurance provider, Storage Protectors, LLC ("Storage Protectors"), in offering a Portable Storage Container Contents Insurance Program in order to provide Customer with an affordable option for insurance coverage on the contents of the rented Unit(s) (the "Program"). The Program is provided by Storage Protectors and the Program itself, including any insurance policies issued or claims of loss made thereunder, are separately administered, managed, and processed by Storage Protectors. The Program insurance company is Obsidian Specialty Insurance Company. The Program is administered by Airpark Insurance and Risk Management, LLC, AZ License No. 3000750988, Arizona License and Nonresident License No. 1917680, CA License No. 0743598.
- 9) **DAMAGE WAIVER:** Unless Customer has purchased Damage Waiver and it appears on the Rental Contract and Customer invoice, Customer shall remain strictly liable for damage to the Unit(s) while the Unit(s) is in Customer's possession. PROBOX offers two Damage Waiver options: (1) Damage Waiver – Including Graffiti Coverage and (2) Damage Waiver – Excluding Graffiti Coverage. The terms and conditions of both Damage Waiver Options are available for review and download at the PROBOX website. By electing to participate in either program, the Customer agrees to be bound by the posted terms and conditions, which shall govern the application of the Damage Waiver Program. For portable office rentals, a deductible of \$1,000 applies to certain covered events. If the Rental Contract or invoice refers to the Damage Waiver simply as "Damage Waiver" without specifying "Including Graffiti Coverage," then graffiti damage is **not** covered under the Damage Waiver Program.
- 10) **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 except to the extent such loss or damage is caused by the gross negligence or willful misconduct of PROBOX, its agents or employees. This limitation of liability is subject to the terms and conditions set forth in Paragraph 6 and 7 of this Agreement.
- 11) **RELEASE OF PROBOX'S LIABILITY FOR BODILY INJURY:** PROBOX, including its agents and employees, shall not be liable for any injury or death sustained by Customer or any third party arising out of Customer's use of the Unit(s), except to the extent such injury or death is caused by the gross negligence or willful misconduct of PROBOX, its agents or employees.
- 12) **INDEMNITY:** Customer agrees to indemnify and hold PROBOX harmless (including reasonable attorney's fees) from third-party claims or lawsuits arising directly from Customer's use of the Unit(s), except to the extent such claims result from the gross negligence or willful misconduct of PROBOX, its officers, agents or employees. This indemnity includes, but is not limited to, claims of trespass or conversion arising from lawful repossession conducted in accordance with this Agreement and applicable law. Customer hereby waives any and all rights to or claims of sovereign immunity.
- 13) **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, putting a PROBOX lock on the Unit(s) and/or taking possession of the Unit(s). Acceptance of partial payment shall not constitute a waiver of PROBOX's right to full payment. If default is not cured PROBOX shall exercise its lien rights described below.
- 14) **REPOSSESSION:** If Customer does not pay fees and charges when due, after PROBOX has given seven (7) days' notice of such delinquency, Customer grants PROBOX access to its property and permission to enter, remove locks, disconnect attached utilities and repossess Unit(s).
- 15) **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) subject to provisions in paragraph 14.

- 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 addressed 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.**
- 16) **AUTHORIZED AGENTS:** Customer may name agents to act on their behalf for the Unit(s), including access or delivery, by giving PROBOX the required security info. To remove an agent, Customer must send written notice. PROBOX is not responsible for the actions of Customer's agents.
 - 17) **ACCESSORIES RENTED OR SOLD WITH UNIT:** Accessories rented or sold with the Unit are provided "AS IS, WHERE IS" and are considered in good working condition. By using them, Customer accepts them as-is. Any existing manufacturer warranties apply, but PROBOX does not offer any warranties, express or implied, including for merchantability or fitness for a specific use. This does not apply where prohibited by law.
 - 18) **MANAGED SERVICES:** If Customer asks PROBOX to coordinate rentals from outside providers, PROBOX acts only as an agent. Customer is responsible for all charges, damage, and loss. Customer must contact the provider directly for service issues or to end the rental, and must also notify PROBOX. Extra equipment is provided "AS IS." Damage Waiver and insurance do not apply to managed services.
 - 19) **NOTICES:** PROBOX may send notices to the Customer by email or first-class mail using the contact info provided. Notices are effective when sent. Customers must notify PROBOX in writing of any address changes. PROBOX may update this Agreement with 30 days' advance written notice.
 - 20) **NO ORAL AGREEMENTS:** This document is the full agreement between PROBOX and Customer. Only written terms apply, except for pick-up and delivery instructions.
 - 21) **MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER:** If a dispute arises between Customer and PROBOX, either party may require that it be resolved through binding arbitration, rather than in court. Claims must be made individually — not as part of a class or group. Arbitration will be handled by a single arbitrator under the rules of the American Arbitration Association (AAA) in Phoenix, AZ, or another agreed location. Each party will pay their own legal costs, and both will share the arbitrator's fees equally. This agreement is governed by the Federal Arbitration Act (FAA). Small claims court cases are not subject to arbitration unless moved to a higher court.
 - 22) **SUCCESSION AND VALIDITY:** This Agreement applies to all successors, assigns, and representatives of the parties. If any part is found unenforceable in one situation, it remains enforceable in others, and the rest of the Agreement stays in effect.