



Affordable Portable Storage
2271 Lincoln Rd
Idaho Falls, ID 83401
Phone: 208-529-2087
Email: affordportstorage@gmail.com

Lease Agreement -

Lessee:
Contract:
Street:
City, State, Zip
Phone:
Email:

Deliver to:
On-site Contract:
Street:
City, State:
Phone:

Unit Description:
Unit Numbers:
Lease Begins on:
Monthly Lease Amount

Notes:

General Provisions:

- Site to be firm, level, and truck accessible at delivery and pick-up.
Lessee will be charged if delivery or pick-up is hindered by site conditions.
Return trips or relocating containers once off-loaded will be chargeable and added to invoice.
Thirty minutes are allowed for placement or removal prior to charging wait time.
Wait time is charged at a rate of \$60 per hour and will be calculated in ten-minute increments.
Lessee agrees not to drill/cut holes in container or use screws/bolts/or nails to attach fixtures or signs to container.
Lessee agrees to return container in undamaged, broom swept condition.
Any signage or other items are to be removed prior to pick up.
Damage to the container or debris left in the container will result in additional charges.
Lessor is not responsible for any changes required by local code or building inspectors.
Site work, permits, or any other work not specifically indicated is not included.

Lessee authorizes Lessor to make appropriate arrangements for delivery of the above described equipment. Upon performance of its obligations under this Lease, Lessee shall have the right to possess and use the containers for the term of the Lease. Ownership of the containers shall remain with Lessor at all times. Lessee hereby agrees to lease the above described Equipment according to the terms and conditions set forth in this Lease. Lessee shall pay Lessor the monthly lease amount each month for the entire term of this Lease. The Lease Term shall begin on the date specified above and will continue on a month-to month basis after the first full month of this agreement until the equipment is returned to Lessor. Lessee must provide Lessor at least seven (7) days advance written notice of the return of equipment by email at affordportstorage@gmail.com. The First Payment shall be paid upon execution of this Lease and delivery of described equipment First Payment shall include first month prorated rent, applicable taxes, delivery fee, and pick-up fee. Subsequent Payment of the Monthly Lease Amount, plus applicable taxes shall be within 30 days of invoice. Payments are effective upon receipt. Lessee agrees to pay a late charge of \$25.00 per month on all overdue payments. Lessee agrees to pay a \$25.00 NSF charge for returned checks. Time is the essence. Lessee's failure to make any payment or comply with any terms and conditions herein will constitute a default. Upon Lessee's default, Lessor has the right to accelerate all payments due hereunder, repossess the Equipment and take any action permitted by the Uniform Commercial Code. Lessee hereby waives any and all rights to, or claims of sovereign immunity. Any property remaining in the Equipment upon its return or repossession will be deemed abandoned by the Lessee. Lessee is aware that all Equipment is used Equipment and is leased "as is". Lessor disclaims and Lessee waives and releases Lessor from any and all representations and warranties, either expressed or implied, as to any matter whatsoever, including without limitation (a) the design, condition, availability, operation, merchantability or fitness for use of the Equipment; (b) the fitness of the Equipment for any particular use of purpose of Lessee;

and (c) the conformity of the Equipment to the specifications required by any state, county, city, or political subdivision within which the Equipment may be used. Lessee acknowledges and agrees that Lessor shall have no liability to Lessee for any claim, loss or damage caused or alleged to have been caused directly, indirectly, incidentally or consequentially by the Equipment, or by any inadequacy thereof or deficiency or defect therein, or deficiency or defect therein, or by any incident whatsoever in connection therewith whether arising in strict liability or otherwise. Lessee agrees to indemnify, defend and hold Lessor harmless from any and all losses, claims or expenses, including but not limited to those arising out of or caused by the negligence of Lessor or its agents or employees, related to any loss or damage to the Equipment and to any personal injury or property damage related to or arising out of the delivery, installation, use, possession, condition, return or repossession of the Equipment Lessee agrees to maintain public liability and physical damage insurance covering the Equipment throughout the term of the Lease naming Lessor as additional insured and loss payee. Lessor shall have no liability whatsoever for loss or damage due to late delivery, non-delivery, or late retrieval of the Equipment subject to this invoice. Furthermore, if Lessor performance of this lease is, in whole or in part, prevented or hindered by any cause whatsoever, Lessor shall have the right to cancel, without any liability on its part, the entire or any portion or portions of this order so affected. Lessee assumes all risk of loss or damage to the Equipment (normal wear & tear excepted; normal wear and tear does not cover instances where when oil, hydraulic, or other fluids leak, drains, spill, or otherwise find their way to the floor or other surfaces of the container) and all contents therein from any and all causes whatsoever. Lessee is liable for all repairs to, and cleaning of, the Equipment. Lessee shall not move the Equipment without Lessor's prior written consent. The Equipment is to be used for business purposes only. The Equipment is for domestic storage only and not to be used for shipping purposes. Lessee agrees to assume exclusive liability for and to pay, indemnify and hold Lessor harmless from all use taxes, personal property taxes, or other taxes, tolls, levies, imposts, duties or governmental charges imposed in connection with the Lease of Equipment covered by this invoice, or any services rendered by Lessor in connection with this invoice, including any penalties, fines or interest thereon. The remedies reserved to Lessor herein shall be cumulative and in addition to any other further remedies provided by law. Lessor's failure to insist on performance of any of the terms and conditions of this contract, or Lessor's waiver of any breach, shall not act as a waiver of any other term or condition of any subsequent breach. Lessee may not assign this Agreement or any of its right or obligations herein without Lessor's prior written consent, which consent may be withheld for any reason. Lessee will defend at its own expense and indemnify and hold harmless Lessor, its agent, employees and indemnities from and against any and all claims, losses, damages, liabilities, demands, actions, costs, expenses and fees (including attorneys' fees) arising out of, or in connection with, the lease of the Equipment to Lessee or any subsequent use, operation or disposition of the Equipment. Lessor and Lessee agree that any claim or controversy, directly or indirectly arising out of or relating to this sale, may be litigated in the state or federal courts located in the State of Idaho, and Lessor and Lessee hereby consent to be subject to the jurisdiction of such courts. Lessor and Lessee agree that service of process upon the other may be made by mailing a copy, by registered or certified mail, postage prepaid, addressed to the respondent Party at the address shown above. Service shall be complete seven days after such process has been mailed to the respondent Party. Nothing herein shall affect the right either Party to serve legal process in any other manner permitted by law or affect the right of either party to bring any action or proceeding against the other Party or its property in the courts of any other jurisdiction, This Agreement shall be construed and interpreted according to the laws of the State of Idaho. In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

By signing below, the Lessee agrees to the terms and conditions stated herein. The Lessor is hereby authorized to accept and rely upon a facsimile signature or electronic signature of Lessee on this Agreement. Any such signature shall be treated as an original signature for all purposes

Lessee: _____

Date: _____