

Fox's Boxes
Terms & Conditions of Rental Equipment
PLEASE READ CAREFULLY AS THIS IS AN IMPORTANT DOCUMENT

CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED THESE TERMS & CONDITIONS UPON THE EARLIEST OCCURRENCE OF:

1. Scheduling delivery services;
2. Use or acceptance thereof;
3. Initial Payment for any Sale or Rental; or
4. Acknowledgment or other conduct of Customer indicating acceptance.

PLEASE DIRECT ANY QUESTIONS OR COMMENTS TO:

Fox's Boxes
PO Box 1772, Friday Harbor, WA 98250
1-360-472-0905
service (at) www.foxsboxessji.com or foxboxsj@gmail.com

CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT FOX'S BOXES IT'S AGENTS AND EMPLOYEES HAVE NO LIABILITY WHATSOEVER AS TO CLAIMS FOR LOSS OR DAMAGE TO ANY PROPERTY STORED AND/OR TRANSPORTED IN THE STORAGE CONTAINER. CUSTOMER HEREBY WAIVES ANY CLAIMS WHATSOEVER AGAINST FOX'S BOXES FOR LOSS OF AND DAMAGE TO ANY PROPERTY STORED AND/OR TRANSPORTED IN EQUIPMENT RENTED OR PURCHASED HEREUNDER.

- **ACCEPTANCE:** This serves as a master agreement covering all equipment rentals and deliveries. Customer shall be deemed to have accepted these terms and conditions upon the earliest to occur of: (i) delivery of items of equipment ("Equipment") identified in the invoice to the site designated in the invoice (the "Site") and use or acceptance thereof; or (ii) acknowledgment or other conduct of Customer indicating acceptance.

By acceptance of delivery, renter acknowledges receipt of the equipment in good condition. Renter agrees to re-deliver equipment in same condition as received, normal wear and tear excepted.

- **RENTAL PERIOD, DATE DUE, AND OTHER CHARGES:** The rental period for the storage unit is a one-month minimum, and is continued on a month-to-month basis or a 6 month rental period basis. Rent is due monthly on the commencement date of the lease agreement, which starts the monthly rental period and monthly rent shall be paid in advance. If rent is not received within 10 days of the commencement of the lease agreement, a LATE-FEE penalty of \$20 or 20%, whichever is greater, will be charged to the Renter. A \$35 fee will be assessed for returned checks.

Renter shall pay all applicable taxes for the equipment from day of commencement of this Agreement.

There will be no pro-ration or return of rent in the event the equipment is surrendered to Fox's Boxes prior to expiration of any 30-Day period.

- **TERMINATION OF RENTAL AGREEMENT:** Either Renter or Fox's Boxes may terminate this Rental Agreement by giving the other party 10 day advance notice prior to the end of the agreed to term.
- **CONDITION OF RENTAL UNIT AND DISCLAIMER OF WARRANTIES:** Upon delivery Renter accepts the storage unit for use as specified herein. Fox's Boxes does not make any guarantees or promises regarding the temperature to be maintained in the unit or its suitability for the Renter's use.
- **RENTAL & OTHER CHARGES:** Unless otherwise noted, Equipment and all charges related to delivery, accessories, and modifications must be paid in full prior to delivery. If payment is not received in full within 30 days of delivery date, a late penalty of \$100 or 10% of the invoice, whichever is greater, will be applied to the account. If payment in full is not received within 60 days of delivery date, the Equipment will be repossessed, Purchaser will forfeit any deposits or payments made, and Fox's Boxes will pursue the balance of the account through collections or court ordered payments.
- **ASSIGNMENT, SUBLETTING, LIENS, ETC.:** Renter shall not assign this Agreement nor any of its rights or obligations herein without Fox's Boxes prior written consent, which consent shall not unreasonably be withheld. Renter shall not sell, assign, sublease, pledge, mortgage, charge, lend, encumber, or part with possession of the Equipment or create or allow to be created any lien on the Equipment. In the event of any breach of this provision by Renter, Renter shall take all action

necessary to have such charge, encumbrance or lien immediately removed and discharged. If Renter fails to perform its obligations under this section, Fox's Boxes may, at its discretion, pay mind to any third party any sum necessary to procure the release of the Equipment from any charge, encumbrance, or lien and to recover such sum from the Renter forthwith without obligation on Fox's Boxes' part to question the reasonableness of the charges assessed against the Equipment.

- **DEFAULT:** Failure to comply with all conditions and terms of this agreement including the requirement to make rent payments as stated herein, constitutes a default of the agreement. As a remedy to the default, it is also agreed that Fox's Boxes shall be entitled to immediately enter and take possession of the contents of the unit or remove the unit from the Renter's location. Any personal property within the removed unit shall be retained by Fox's Boxes and sold as outlined in the Default Lien Section below. The Renter hereby agrees to indemnify and hold Fox's Boxes harmless from and against any and all claims for damage to property or personal injury costs including attorney's fees arising from moving a loaded container. If access to Equipment is hindered in any way, it will be reported to local law enforcement as stolen property.
- **DEFAULT LIEN ON STORED PROPERTY:** Failure to comply with all conditions and terms of this agreement including the requirement to make rent payments as stated herein, constitutes a default of the agreement. As a remedy to the default, it is also agreed that Fox's Boxes shall be entitled to claim a lien against the goods stored in accordance with local law, as well as any other remedies available in law or equity. In the event of default, Fox's Boxes may deny access to the rented Equipment. Fox's Boxes shall notify the Renter of the intention to seize and sell the stored property by first class mail, postage paid to the above address or addresses deposited in the mail by Fox's Boxes at least 10 days before the sale. If the proceeds of the sale exceed the amount owed by the Renter for unpaid rent, late penalties, costs of sale, and other charges incident to the Renter's default, that amount will be refunded by check mailed regular mail to the address stated in this paragraph. The account will be turned over to a collection agency if the proceeds of the sale do not fully pay the amount owed by Renter. If it is desired at any time to change the address stated in this agreement it must be acknowledged electronically or in writing by both Fox's Boxes and Renter.

Renter hereby waives any rights to a judicial hearing prior to Fox's Boxes recovery or repossession of the equipment or its contents.

JURISDICTION. Washington law shall govern any legal dispute arising under this Agreement. The venue and jurisdiction for any legal dispute arising under this Agreement shall lie exclusively in San Juan County, Washington.

- **LIENHOLDERS:** Renter is required disclose any lienholders or secured parties who have an interest in the property that is or will be stored in the Unit.
- **NOTICES & ALTERNATE CONTACT:** All billings, payments and written notices from either party to the other shall be given in writing to the addresses disclosed on the original Agreement, or to such other address as either party shall designate in writing to the other.

Renter may provide Name and Address of another person where billing details, lien notices, and other subsequent notices may be sent.

- **RETURN OF UNIT:** Renter shall render the Storage Unit to Fox's Boxes empty of all materials and contents, and in good condition, repair and working order, broom clean and suitable for immediate reuse by another Renter, ordinary wear and tear excepted. If the Equipment is redelivered to Fox's Boxes in need of Repair or Cleaning, Renter shall pay to Fox's Boxes the cost of any Repair, Cleaning, Disposal or Maintenance with additional rental charges for the period necessary to perform related repairs. Fox's Boxes may remove any property left by Renter in the Equipment, clean the Equipment, and store or dispose of such property at the risk and expense of Renter.
- **INSURANCE:** Renter must maintain, at its own expense, adequate property insurance covering the Storage Unit in an insured amount equivalent to \$6,000 per Unit or 100% of the Replacement Value, whichever is greater, of all Equipment rented hereunder. Said insurance shall be maintained by Renter until all Equipment rented hereunder is redelivered to Fox's Boxes.
- **USE OF THE STORAGE UNIT:** Fox's Boxes reserves the right to place upon the Storage Unit the name and logo of Fox's Boxes and registered owner and Renter agrees not to remove said name and logo. Renter shall not apply to the Storage Unit any markings or signs of any description whatsoever, unless previously agreed to in writing by Fox's Boxes. Renter shall not repair, repaint, remark or modify the Storage Unit without prior written approval of Fox's Boxes. Renter shall not store any hazardous, corrosive, illegal, contaminating or radioactive products that will soil, stain, taint, pollute, defile, make foul, infect by contact or association, or expose one to risk or harm of any kind. If the Storage Unit is determined to have been used to store any such products, Renter will be required to purchase the Storage Unit at 100% of the replacement value within 30 days of discovery. The Storage Unit shall not be used for retail sales, housing or shelter. Fox's Boxes shall not be held liable for losses or damages, direct or consequential, to any product left, stored, or loaded in or upon the Storage Unit and Renter hereby

agrees to indemnify and hold Fox's Boxes harmless from all claims arising out of any such loss or damage, including loss of profits or other alleged consequential damages.

Fox's Boxes has made no warranties, express or implied, including Warranties of Merchantability and Fitness, for any purpose with respect to the equipment, maintenance or repairs.

- **REPAIR, CLEANING AND MAINTENANCE:** Fox's Boxes must be notified of any Damage to the Storage Unit within 5 days. Reparation of damages will be conducted by Fox's Boxes and any damage deemed not normal wear and tear at Fox's Boxes sole discretion will be billed to the Renter according to the following schedule: Remove Padlock \$50, Repaint Exterior Graffiti or Cleaning of Excessive Dirt \$250 per side, Repaint Interior Graffiti or Cleaning of Excessive Dirt \$250, Repair Significant Dents or Holes to be determined upon evaluation per incident, in Fox's Boxes sole discretion. If the Storage Unit is lost or destroyed or sustains damage, which in Fox's Boxes sole discretion, renders the Storage Unit a total loss, Fox's Boxes shall issue its invoice to Renter for the Replacement Value of the lost or destroyed Storage Unit. Rental charges for Storage Unit shall continue unabated until Fox's Boxes receives payment in full of the Replacement Value of the Storage Unit.
- **PREMISES:** Renter agrees to comply at its own expense with all state, local and federal laws and regulations or ordinances in connection with use, occupancy, operation, possession, maintenance or location where equipment is situated. Renter is responsible to obtain any needed licenses or permits or fire and building approvals. Fox's Boxes shall have no responsibility for compliance with such laws.

Fox's Boxes shall be allowed to enter upon the Equipment Site at any reasonable time to deliver, locate, relocate, recover, inspect, maintain and repair the Equipment. If Renter defaults in this obligation, Renter shall indemnify Fox's Boxes against all loss, damage, costs and expenses which Fox's Boxes may sustain due to Renter's failure to fulfill its obligations under this section. Renter warrants that the Delivery Site is suitable for the Storage Unit and that Fox's Boxes' delivery vehicles and Equipment shall have reasonable, adequate, and practical access to enter and operate safely to deliver and pick up the Storage Unit. Renter releases and agrees to hold harmless and defend Fox's Boxes against any and all claims for damages, costs, claims or liabilities, both direct and indirect, to the roadways, grounds, building and personal property in or across the site location, for any other claim associated with on-site delivery or pickup of the Storage Unit, or for any damages arising from Renter's failure to provide a suitable site for the Equipment. If Fox's Boxes' vehicles and Equipment cannot operate safely and efficiently to deliver the Storage Unit, or if at the time of delivery, the site is found to be an unsuitable location for the Equipment, Renter agrees to pay to Fox's Boxes all delivery and pickup charges, all additional handling costs, and the equivalent of one (1) month's rental charges as liquidated damages with respect to that portion of this Agreement which Renter is unable to perform.

Any movement of equipment or change in location of the equipment site must be completed by Fox's Boxes. Failure to do so, and any loss of equipment, may result in renter paying full replacement cost of the equipment.

- **LIMITATION OF WARRANTIES AND LIABILITY:** The Equipment is rented as is. As long as Renter is not in default of this Agreement, Renter shall have quiet possession of the Equipment. Fox's Boxes gives no warranties of any kind whatsoever with respect to the Equipment, its condition or performance, its merchantability or its fitness for a particular purpose. Renter's obligations under this Agreement are absolute and shall not be affected by any circumstance or event beyond Renter's control of whatever nature. Under no circumstances shall Fox's Boxes be liable, in contract, tort or otherwise, for any direct, indirect, special, consequential or incidental loss or damage arising from breach or non-performance of any of its obligations under this Agreement, or from the supply or use of the Equipment. Fox's Boxes shall under no circumstances be liable for loss or damage of any kind to Renter's property stored within the Equipment while in the care, custody and control of Renter.
- **INDEMNITY:** Renter agrees to indemnify and hold Fox's Boxes, its agents or employees, harmless against any loss or damage Fox's Boxes may sustain as a result of any damage to or loss of the Equipment due to collision, fire, lightning, theft, explosion, flood, windstorm or Act of God, or any loss, property damage or bodily injury sustained by any other person arising, in whole or in part, from the use or condition of the Equipment while in the possession of Renter, or the failure of Renter to maintain the Equipment as provided under this Agreement. Renter agrees to indemnify and hold Fox's Boxes harmless against any loss or damage to persons or property if Fox's Boxes seeks to recover or repossess any equipment. Renter agrees to indemnify and hold Fox's Boxes harmless from all claims, lien or liability arising from work performed or for materials supplied in connection with Renter's maintenance of the Equipment and from any loss of or damage thereto and from any loss, penalty and expense, including attorney's fees and disbursement, resulting from work performed or for materials supplied in connection with Renter's operation or maintenance of the Equipment and from any loss of or damage thereto and from any loss, penalty and expense, including attorney's fees and disbursement, resulting from, but not limited to, the storage, maintenance, use, repair, loading, or unloading of the Equipment and to indemnify and hold Fox's Boxes harmless from all fines, forfeitures, seizures, penalties, taxes and liabilities that may arise from any infringement or violation of any such law or regulation by Renter or its employees.

ENTIRE AGREEMENT AND TERMS THIS AGREEMENT AND THESE TERMS AND CONDITIONS CONSTITUTE THE SOLE AND ONLY AGREEMENT BETWEEN THE PARTIES. THIS AGREEMENT CANNOT BE AMENDED, ALTERED, OR ABRIDGED IN ANY PARAGRAPH. NO SUBSEQUENT ORAL AGREEMENT BETWEEN ANY EMPLOYEE OF FOX'S BOXES OR THE CUSTOMER SHALL HAVE ANY BEARING WHATSOEVER ON THIS AGREEMENT.

Renter/Purchaser Signature: _____ Dated: _____

Print Name: _____

Business Name (if billed to business): _____

Address Where Box Is To Be Delivered: _____

Rental Term	
Box Quantity	
	20' Month-to-Month Rental (\$250/month per box)* First invoice will also include a \$250 delivery fee, plus ferry fares, if applicable.
	20' 6 Month Minimum Rental (\$225/mo, per box)* First invoice will also include a \$250 delivery fee, plus ferry fares, if applicable.
	10' Month-to-Month Rental (\$150/mo, per box)* First invoice will also include a \$250 delivery fee, plus ferry fares, if applicable.
	8' Month-to-Month Rental (\$100/mo, per box)* First invoice will also include a \$250 delivery fee, plus ferry fares, if applicable.
<p>* Prices do not include applicable sales tax. If applicable, please provide your current reseller permit and we will remove sales tax from your monthly invoice.</p> <p>* The delivery fee is a one-time charge, per box, which covers the time for delivering, setting and leveling, and the future retrieval of the box.</p> <p>*If delivered to Lopez, Shaw, or Orcas Island, ferry fares for return trips to San Juan Island will also be billed on your first invoice.</p>	

Billing/Auto Pay Information	
Cardholder Name	
Card Number	Expiration Date:
Email Address	
Contact Phone Number	

Please return completed form to: foxboxSJI@gmail.com – Thank you!