



Big Green Moving Boxes, LLC Rental Agreement

1. **Equipment Rented:** Big Green Moving Boxes, LLC ("BGMB") hereby rents to you (the "Renter"), and Renter hereby hires from BGMB, the equipment specified in the Invoice order details (the "Equipment").
2. **Rent:** Renter shall pay BGMB rent in the amounts stated in the Renter's Invoice.
3. **Rental Terms:** The rental and related charges shall commence upon the date Equipment is delivered by BGMB and shall terminate on the date Equipment is picked up by BGMB. A BGMB representative will contact you (either via email, phone, and / or text) one to two days prior to the scheduled date of delivery and date of pick up to confirm the time.
4. **Rental extensions:** Renter acknowledges that he / she has sole responsibility to have the Equipment ready for pick up by the agreed upon date. For each additional date that the equipment is not returned there will be addition rental charges of 50% of the one-week advertised internet rate for all equipment. The minimum extension rental rate will be for one week and will be billed from then on in weekly increments. Renter must request a postponement of the scheduled date of pick up by calling or emailing BGMB not less than two (2) business days prior to the scheduled pick up date. BGMB will make all reasonable efforts to accommodate such requests, however we reserve the absolute right to decline them since the Equipment may be previously booked. If the Equipment has not been returned after 30 days and there has been no communication to extend the rental, it is assumed that the Renter wishes to purchase the Equipment and will be charged the full retail value of the equipment at a rate of \$20.00 per tote, \$10.00 per moving blanket and \$50.00 per hand truck.
5. **Ownership:** Equipment is, and shall at all times remain, the sole and exclusive property of BGMB.
6. **Warranty:** BGMB warrants that Equipment is in satisfactory operating condition at the time of delivery and will replace (if possible) at no charge, any equipment that fails during normal operation, but not as a result of damage or mishandling. BGMB is not responsible for the methods or conditions of Equipment operation or for the results obtained.
7. **Alteration:** No alteration to the Equipment may be made without the prior written consent of BGMB. Proper care and maintenance of the equipment during its use will be the responsibility of RENTER. Equipment, which is returned in a condition requiring excessive cleaning or repairs due to excessive wear and tear or mishandling, will be brought back to rentable condition at the expense of RENTER.
8. **Assignment:** Neither this Agreement nor Equipment may be assigned, transferred, or in any way encumbered by Renter without written consent of BGMB.
9. **Risk of Loss:** Promptly upon the arrival of Equipment at the Renter's facility, the Renter will carefully inspect the Equipment to determine whether it has been damaged during delivery. In the event of any such damage, the Renter will promptly inform BGMB and a replacement will be provided. If the Renter shall fail to notify BGMB of any damages within one business day of the receipt of the Equipment, then the Renter shall be deemed to have accepted the Equipment as being in acceptable operating condition. During the period of the Renter's possession and control of the Equipment, the Renter acknowledges all risk of loss, destruction of, or damage to the Equipment, from any cause whatsoever.
10. **Payment Terms:** Due prior to delivery by Credit Card or Check. Rental extensions will be invoiced and will be calculated based on the equipment pick-up date and time.
11. **Returned Check:** A \$20 NSF fee will apply to a returned check.
12. **Operation:** The Renter will use the Equipment in a safe manner and shall indemnify and hold BGMB harmless from any liability whatsoever resulting from the Renter's use of the Equipment. BGMB is not responsible for the results of any loss or damages caused by the Renter's move.
13. **Default and Remedies:** Renter shall be deemed to have breached this Agreement if the Renter: a) Defaults in any payment. b) Defaults in any of the terms herein and such default shall continue uncorrected for five (5) days after written notice hereof to Renter by BGMB or c) Becomes insolvent, or if a petition is filed by or against Renter under the US Bankruptcy Code or any other law concerning the relief of debts, or the petition is not discharged within 30 days or d) fails to communicate and / or fails to actually return all equipment by the original pickup date.
14. **Termination:** In the event of any default, BGMB may declare the entire amount of unpaid rental payments immediately due and payable, and BGMB may immediately terminate this Agreement. In the event of such termination, BGMB may enter into the premises where Equipment is located and remove same. All costs and expenses to recover equipment and/or rental fees, including legal fees incurred in execution of this section, will be paid by Renter.

WARNINGS: RENTER HEREBY ACKNOWLEDGES HAVING RECEIVED THE FOLLOWING WARNINGS FROM BGMB:

- **Children:** Extreme caution should be used when using the Equipment in the vicinity of children. The lids on the containers can close easily. A child could suffocate if trapped inside a sealed tote.
- **Toppling injury:** Improperly packed totes or those stacked unsafely or in excess of recommended height may topple, causing potential injury and damage to persons or property.
- **Animals:** The Equipment is not designed for and should not be used to move live animals.
- **Food products:** The Equipment is not thermally insulated and should not be used for long term storage or transportation of perishable goods requiring refrigeration.
- **Hazardous wastes:** The Equipment is not designed for and should not be used to transport any toxic or hazardous substance, including corrosives, solvents, or pesticides.