

RENTAL TERMS & CONDITIONS

Please Read This Policy

1. **Equipment Rented:** Tri-State Bin, LLC hereby rents to you (the "Renter"), and Renter hereby hires from Tri-State Bin, the equipment specified in the Invoice order details (the "Equipment").
2. **Rent:** Renter shall pay Tri-State Bin 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 Tri-State Bin and shall terminate on the date Equipment is picked up by Tri-State Bin, LLC. An Tri-State Bin representative will call 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 returned by the agreed upon date. For each additional date that the equipment is not returned there will be an addition rental charges for each piece of equipment at a rate of \$50.00 Per week. Renter must request a postponement of the scheduled date of pick up by calling or emailing Tri-State Bin not less than two (2) days prior to the scheduled pick up date. Tri-State Bin 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 \$35.00 per bin rented.
5. **Ownership:** Equipment is, and shall at all times remain, the sole and exclusive property of Tri-State Bin.
6. **Taxes:** Renter shall pay all taxes imposed on Equipment while under rental agreement.
7. **Warranty:** Tri-State Bin warrants that Equipment is in satisfactory operating condition at the time of delivery and will replace (if possible) at no charge, any

equipment that fail during normal operation, but not as a result of damage or mishandling. Tri-State Bin is not responsible for the methods or conditions of Equipment operation or for the results obtained.

8. Alteration: No alteration to the Equipment may be made without the prior written consent of Tri-State Bin. Proper care and maintenance of the equipment during its use will be the responsibility of RENTER. Equipment, which is returned in a condition requiring cleaning or repairs due to excessive wear and tear or mishandling, will be brought back to rentable condition at the expense of RENTER.

9. Assignment: Neither this Agreement nor Equipment may be assigned, transferred, or in any way encumbered by Renter without written consent of Tri-State Bin.

10. 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 Tri-State Bin and a replacement will be provided. If the Renter shall fail to notify Tri-State Bin 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 shall be borne by the Renter.

11. Security Deposit: The cost to repair damaged equipment or the replacement for equipment not returned will be charged to the Renter's credit card. Any unpaid rent may also be charged to the Renter's credit card. Customers paying with a check will be required to provide a credit card for the security deposit.

12. Payment Terms: Due upon delivery by Visa, MC, American Express, Discover, or Check. Rental extensions will be charged automatically and is calculated based on the equipment pick-up date and time. A service fee of 3% of the total rented will be charge per credit card transaction.

13. Returned Check: A \$35 NSF fee will apply to a returned check Both the Renter's invoice and NSF fee will be charged to the Renter's credit card.

14. Operation: The Renter will use the Equipment in a safe manner and shall indemnify and hold Tri-State Bin harmless from any liability whatsoever resulting from the Renters use of the Equipment. Tri-State Bin is not responsible for the results of any loss or damages caused by the Renter's move

15. Default and Remedies: Renter shall be deemed to have breached this Agreement if the Renter: a) Defaults in any payment as set forth in the Renter's order form. 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 Tri-State Bin 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.

16. Termination: In the event of any default, Tri-State Bin may declare the entire amount of unpaid rental payments immediately due and payable, and Tri-State Bin, LLC may immediately terminate this agreement. In the event of such termination, Tri-State Bin, LLC. 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.

17. Renter acknowledges that their credit card will be kept on file for the duration of the rental agreement. Renter acknowledges and authorized Tri-State Bin to charge any amount associated with the above stated terms and conditions.

WARNINGS: RENTER HEREBY ACKNOWLEDGES HAVING RECEIVED THE FOLLOWING WARNINGS FROM Tri-State Bin:

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