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 Storage Yard: 2234 West 400 North • Cedar City, Utah 84720  
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## RENTAL AGREEMENT

This RENTAL AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between **Airtight Storage**. (owner) and \_\_\_\_\_ (Renter)

**Billing Address:** \_\_\_\_\_

**Delivery Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Payment Terms:** The Renter shall make payments of \_\_\_\_\_ each month. Payments shall be due on the first day of each and every month during the term of this agreement.

Total First Months Rent \_\_\_\_\_ Sales & Use Tax \_\_\_\_\_

**Outside Storage Vehicle:** Year \_\_\_\_\_ Make \_\_\_\_\_ VIN# \_\_\_\_\_ License # \_\_\_\_\_

**Owner hereby rents to Renter the following equipment:**

Storage Unit Number(s): \_\_\_\_\_

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continuing thereafter on a month to month basis until this agreement is terminated.

**IN WITNESS WHEREOF, Owner and Renter have hereunto set their authorized signatures on the day, month and year first written above.**

**AIRTIGHT STORAGE, OWNER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**RENTER:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Drivers License # & State \_\_\_\_\_

**I HAVE READ TERMS AND CONDITIONS OF THE ENTIRE RENTAL AGREEMENT BOTH FRONT AND BACK PAGES, NUMBERS ONE (1) TO TWENTY (20)**

\_\_\_\_\_  
 (initials)

Card Name \_\_\_\_\_ Card Number \_\_\_\_\_ Address \_\_\_\_\_ Type \_\_\_\_\_ V Code \_\_\_\_\_ Exp. \_\_\_\_\_

**RENTER HEREBY WARRANTS, COVENANTS, AND AGREES THAT:**

In the event Renter desires to purchase the Storage Container(s) and/or Trailer(s), no portion of the monthly payments paid hereunder shall be credited to Renter's purchase.

- 1. Sales & Use Tax:** All customers unless exempt will be charged all applicable taxes.
- 2. Late Charge:** As additional rent, the late charge of Two Dollars (\$2.00) per day (commencing on the first day of the month) shall be assessed against Renter in any month in which the full monthly rental payment and other charges due are not paid on or before the fifth (5th) day of the month.
- 3. Non-sufficient Funds:** The Renter shall be charged **\$30.00** for each check that is returned to the Owner for lack of sufficient funds.
- 4. Risk of Loss or Damage:** The Renter assumes all risk of loss or damage to the equipment from any cause, and agrees to return it to the Owner, with exception of normal wear and tear. Renter shall notify Owner at least two weeks before equipment is to be picked up and shall keep control of equipment at all times until equipment is picked up. Renter is to keep trailer/container in a secure place until it is picked up by Owner. If Renter fails to keep equipment in their care until picked up by Owner, Renter will pay any towing charges and/or Trailer(s) against all potential hazards including, but not limited to, fire, floor, vandalism, theft or destruction. Renter shall indemnify and hold Owner harmless from any and all such losses including lost profits resulting therefrom. Renter shall be solely responsible for insuring the personal property contained in the Storage Container(s) and/or Trailer(s) during the term of this Agreement regardless of whether the same remain(s) in the possession or control of Renter, and regardless of where said Storage Container(s) actually might be located.

If Renter fails to pay when due any monthly rental payment or any other charge contemplated hereunder, or breaks any of the terms or conditions of this Agreement, Owner shall be entitled immediately to terminate this Agreement and enter upon Renter's premises and take possession of and remove the Storage Container(s) and/or Trailer(s) and personal property contained therein, and collect any and all monthly rental payments, charges, monies, attorney's fees and cost due hereunder.

Renter shall be solely responsible for obtaining any and all necessary permits and complying with all zoning regulations affecting the use of the Storage Container(s) and/or Trailer(s).

- 5. Default:** The occurrence of any of the following shall constitute default under this lease:
  - a. The failure to make a required payment under this lease when due.
  - b. The violation of any other provision or requirement that is not corrected within **30 days** after written notice of the violation is given.
  - c. The subjection of any of the Renter's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

**6. Rental Agreement:** This agreement shall begin on the above effective date and shall terminate on the date agreed on by both parties. Renter shall provide in writing two weeks notice before they intend to end lease.

**7. Care and Operation of Equipment:** The Equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use or maintenance of the equipment. Renter shall not place or store any hazardous or toxic substances or materials in or on the Storage Container(s) and/or Trailer(s). It shall be liable for all fines, assessments and costs of cleanup of the Storage Container(s) and/or Trailer(s) in the event it breaches this condition of use.

**a. Renter Shall Not:** use or allow the Storage Container(s) and/or Trailer(s) to be used in violation of any law, ordinance or regulation, or for any illegal or immoral purpose.

**8. Alterations:** Renter shall make no alterations to the equipment without prior consent of the Owner. All alterations shall be the property of the Owner and subject to the terms of lease.

**9. Acceptance of Equipment:** The Renter shall inspect each item of equipment delivered pursuant to this lease. The Renter shall immediately notify the Owner of any discrepancies between such item of equipment and the description of the equipment in the equipment schedule. If the Renter fails to provide such notice before accepting delivery of the equipment, the Renter will be conclusively presumed to have accepted the equipment as specified in the Equipment schedule.

**10. Ownership and Status of Equipment:** The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Owner shall be deemed to have retained title to equipment at all times, unless the Owner transfers the title by sale. The Renter shall immediately advise the Owner regarding any notice of any claim, lien, or legal process issued against the equipment.

**11. Warranty:** The Owner makes no warranties, express or implied, as to the equipment leased. The Renter assumes the responsibility for the condition of the equipment.

**12. Indemnity of Renter for Loss or Damages:** If the equipment is damaged or lost, the Owner shall have the option of requiring the Renter to repair the equipment to state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Owner and subject to this agreement.

**13. Liability and Indemnity:** Liability for injury, disability, and death of workers and other persons caused by operating, handling or transporting the equipment during the term of the lease is the obligation of the Renter, and Renter shall indemnify and hold the Owner harmless from and against all such liability. Owner shall not be responsible for loss or damage of any kind to Renter's goods while stored in the trailer/equipment. Renter can secure his own insurance for these goods if so desired.

If the Storage Container(s) and/or Trailer(s) cannot be picked up by Owner due to inclement weather or hazardous conditions, Renter shall continue to pay the monthly rental until the Storage Container(s) and/or Trailer(s) can be picked up by Owner. Renter shall be liable for each and every attempted pickup charge assessed by Owner.

**14. Rights on Default:** If the Renter is in default under this agreement, without notice to or demand on the Renter, the Owner may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Renter responsible for any deficiency. The Renter shall be obligated to release the equipment, or otherwise mitigate the damages from the default, only as required by law.

**15. Notice:** All notices required or permitted under this rental agreement shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this rental agreement. **Airtight Storage.** is to be advised IMMEDIATELY of change in mailing address or telephone number.

**16. Assignment:** The Renter shall not assign or sublet any interest in this agreement or the equipment or permit the equipment to be used by anyone other than the Renter or Renter's employees, without Owner's prior written consent.

**17. Recovery:** If the Renter fails to pay all required payments within **thirty (30) days** of final notice, the Owner shall have the right to put their lock on the leased container or trailer and all items inside shall be sold at a public sale to recover the costs of said rental. owner also reserves the right to recover trailer from Renter's property if Renter fails to pay all required payments within the thirty (30) days. If trailer or container is not accessible for pickup, the Renter shall be charged rent or Owner will charge \$90.00 per hour until trailer or container is ready for pickup. A second pickup charge will be assessed on any container that is not ready and accessible to pick up when the Owner was advised that the Renter finished with it and want it picked up.

**18. Governing Law:** This Rental Agreement shall be construed in accordance with the laws of the State of Utah.

**19. Severability:** If any portion of this Rental Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**20. Waiver:** The failure of either party to enforce any provision of this lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Rental Agreement.

This Rental Agreement shall be construed and governed by the laws of the State of Utah.

Renter represents that the person signing this Rental Agreement on behalf of renter is a duly authorized representative with full power and authority to sign on behalf of and bind renter to the terms and conditions of this Rental Agreement.

**COMMERCIAL CREDIT APPLICATION, FINANCIAL AGREEMENT, CONTRACTUAL AGREEMENT:** Acceptance of this application by credit grantor does not indicate approval to buy. That final approval must be determined by our manager or owner. In the event his application is approved, we hereby not that the terms of sale set by credit grantor are as follows: Any purchases made in any given month are due and payable at the end of the month in which they are purchased. A Ten Day grace period is allowed. At any time up to and including this ten day grace period, NET payment will be accepted. **There will be an annual rate of 21% finance charge, pre and post judgment, on all unpaid balances of 30 days or more.** There will be a \$20.00 service charge on all returned checks. Merchandise returned will be subject to approval and may be charged a restocking fee.

**PERSONAL GUARANTEE:** The undersigned does hereby certify that all of the information provided on this application for credit is true and correct. For the purpose of establishing an account, the undersigned does hereby **PERSONALLY GUARANTEE** payment for all obligations incurred to the company granting credit, including all court costs, attorney fees, and 33 1/3% collection charges, with or without litigation; in the event action is taken against said company for non-payment. The Undersigned waives notice for himself and the Company of acceptance, notice of non-payment, protest and notice of protest with respect to the obligation covered herein. Title of merchandise remains property of credit grantor until the account is paid in full. **It is agreed that in case of any status change in your company, credit grantor will be notified immediately.** This agreement also gives credit grantor permission to inquire about your credit history.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Signed by \_\_\_\_\_ Title/Position \_\_\_\_\_