

RENT

SiteBox Storage, a division of RedGuard, LLC ("SiteBox"). There shall be a one (1) month (4 week term) initial minimum charge that includes the first month's rent, delivery and pickup of the SiteBox unit. The final month will be billed at the daily rate equal to 1/10th pro-rata of the monthly rate (28 days) for the first 10 days. If Customer retains possession longer than Ten (10) days a full month's rent shall be charged. An additional pick-up fee shall be charged and rent shall be reinstated should Customer request pick-up of the unit(s) and SiteBox, is unable to perform the pick-up due to Customer negligence in not removing the contents or access to the unit(s) is blocked or denied. Customer by submission of a Purchase Order, acceptance of the Proposal, submission of initial payment required by the Proposal, or any other act in furtherance of requesting SiteBox to act in accordance with the SiteBox Proposal, accepts and agrees to these Terms and Conditions, and waives any conflicting or additional provisions contained in Customer's forms. Any provision, printed or otherwise, contained in any order, acceptance, confirmation, or acknowledgement issued by Customer that is inconsistent with, different from, or in addition to these Terms and Conditions is hereby expressly rejected by SiteBox and will not be considered as part of the agreement between Customer and SiteBox. All Purchase Orders are subject to review and Acceptance by SiteBox Storage prior to performing any work.

LATE PAYMENTS

All payments not made when due will bear interest at One and one-half percent (1.5%) per month, Eighteen percent (18%) per annum (or the highest rate permitted by law, if lower) beginning thirty (30) days after the date payment was due until paid. Should Customer fail to make any payment as required, SiteBox, at its sole option, and without incurring any liability, may, upon reasonable notice to Customer, enter the premises where the SiteBox unit is located (including on the premises of any third party) and remove the SiteBox Building from the premises. In such an event, all remaining lease payments will be immediately due and payable to SiteBox. In the event Customer defaults on payment of rent when due, customer has ten (10) days from date of notice to either (1) pay account in full; or (2) commence payment according to mutually agreed upon plan to bring Customer's account current. SiteBox retains the right to lock the unit(s) until all rent is paid in full or an agreement is reached to bring Customer account current. If after 45 days Customer has not paid in full, or commenced paying according to a mutually agreed upon plan to bring Customers current, Customer shall be regarded as in default, and SiteBox shall retain the right to repossess the unit(s) and seek all legal remedies available to it by law. The unit will be locked as a result of Customer's failure to pay rent to SiteBox for the continued use of the unit(s). Any attempt to cut the lock or remove the contents of this unit(s) will violate the terms of this agreement. To resolve the issue, Customer must contact SiteBox Accounts Receivable department at (855) 733-4827 for additional information. Customer will be obligated to pay reasonable costs of collection including but not limited to, court costs, attorney fees and collection agency fees, except that such costs of the collection: (1) May not include costs that were incurred by a salaried employee of the creditor or its assignee; (2) may not include the recovery of both attorney fees and collection agency fees; and (3) shall not be in excess of 15% of the unpaid debt after default. In the event of default and during reasonable business hours SiteBox shall retain the right to access the property where the units are located which shall include but is not limited to cutting locks off to enter without any liability whatsoever. Reasonable efforts will be made to make any contents stored in repossessed units available to Customer if Customer pays account in full. SiteBox shall retain the option to dispose of contents how it sees fit. Any proceeds from the sale of the contents shall offset any amount owed to SiteBox, and amounts exceeding the amount owed will be returned to Customer, less fee and expenses incurred by SiteBox in storing and disposing of such contents.

DEFAULT AND REMEDIES

A default by Customer includes, for example, Customer's failure to timely pay SiteBox invoices within stated Order terms, or by neglecting payment for a period of 45 days after payment is due, modifying the SiteBox unit Building, failure to notify SiteBox of any damage to the SiteBox unit within 48 hours of the damage, relocating the SiteBox unit or removing the SiteBox unit from the specified location, failure to maintain the SiteBox unit, breach of any provision of the Purchase Order, Terms and Conditions, or the Proposal, or Customer enters bankruptcy or receivership. Upon default by Customer, the obligations of SiteBox will terminate completely and automatically. All amounts due SiteBox under the Proposal will be immediately due and payable. In addition, Customer will be responsible for all costs and expenses incurred by SiteBox as a result of exercising its rights, including reasonable attorney fees, court costs, and collection costs.

REPRESENTATIONS/WARRANTIES

Customer has inspected the unit(s) and the units are found to be satisfactory for its intended use and purpose. Customer warrants the unit(s) shall be used for legal purposes and be in compliance with all local, State and Federal laws.

REPRESENTATIONS/WARRANTIES/OWNERSHIP OF SITEBOX

SiteBox represents and warrants herein as follows: SiteBox is owner of the unit(s) subject of this Lease Agreement herein and has the right to lease the unit(s) to Customer.

855.733.4827	316.554.9000	316.440.1800	401 W. 47th St. S. • Wichita, KS 67217	siteboxstorage.com
TOLL FREE	PHONE	FAX	HEADQUARTERS	SITE

CONDITION

SiteBox agrees to deliver unit(s) in usable condition and the same condition as per inspection of Customer. Customer agrees to provide a level, stable pad.

SUB-LEASING OF UNITS

Should Customer elect to sub-lease any unit(s), Customer expressly agrees that these SiteBox Storage Terms and Conditions will govern any sub-lease. Furthermore, Customer expressly agrees that all liability and risk of loss for sub-leased unit(s) remains with Customer at all times during a sub-lease.

CANCELLATION

After placement of an acceptable Order, the Customer may cancel the order only upon written notice to SiteBox, which notice will be effective only upon actual receipt by SiteBox. In the event of cancellation, Customer will be required to pay SiteBox a cancellation charge equal to fifty percent (50%) of the remaining lease term stated in the Sitebox Quote, plus all costs associated with modifications, staging, and transportation arranged for the delivery of the SiteBox Unit(s) to Customer, and the cost to close out all purchase orders issued to subcontractors and vendors of SiteBox for materials, services, and transportation related to the Unit(s).

RESPONSIBILITY OF CARGO

At all times during the term of lease, cargo stored in unit(s) shall be the sole responsibility of Customer. This includes, but is not limited to, damage caused to contents by water, power outages, and environmental damage caused by the contents to any premises. SiteBox shall not be responsible for damage to contents of unit(s) caused by leaks in structure of unit(s). Furthermore, if Customer requests SiteBox to move or transport the unit(s) anywhere and from time to time, it is the expressed and unequivocal intention and agreement of Customer that the Customer shall hold harmless SiteBox from any liability, damages, and/or loss to contents resulting from Customer's negligent acts.

CARE & MAINTENANCE OF UNIT

Customer shall at its own cost and expense take good and proper care of the unit(s) including but not limited to routine maintenance in order to keep the unit(s) in the same condition as when received. Prior to termination of this agreement, Customer shall dispose of contents remaining in the unit(s) to empty and clean the unit(s). Customer shall be responsible for any and all charges incurred by SiteBox to dispose of contents remaining in unit(s) or the cleaning of unit(s) should Customer fail to do so plus an additional handling fee of \$500. The Customer shall be responsible for any and all damage, including floors, walls and/or ceiling sustained to the unit(s) while said unit(s) are in its possession and shall pay to SiteBox the value of the unit(s) or any part thereof that may be damaged, modified, stolen, or destroyed while in the care, custody and control of the Customer. Customer is prohibited from undertaking any modification to a SiteBox unit, including the removal or covering of SiteBox signage and/or markings.

CARE & MAINTENANCE OF TRAILER

In the event a trailer is rented and is in need of service, repair or maintenance, Customer shall immediately contact SiteBox Storage Service Department at (844)744-3578 or (316)247-5860 and arrange such service, repair, or maintenance. This would include but is not limited to doors, flat or blown tires, hydraulic hoses, DOT Inspections, service or damage to sidewall, undercarriage including axles.

DELIVERY/RELOCATION

The Customer agrees to be present at time of delivery. Should Customer or Customer representative not be present for any delivery or relocation then SiteBox shall set the unit(s) down at the most convenient location at its discretion. Customer agrees and understands that only SiteBox shall authorize the relocation of the unit(s) under this Lease. With 48 hours' notice from Customer, SiteBox and Customer shall make mutual arrangements to relocate any unit(s) either within the current location or to a new address. ALL UNITS MUST BE RELOCATED BY SITEBOX, NO EXCEPTIONS. Customer agrees to sign any and all paperwork needed by SiteBox for the relocation. Unit(s) should be empty and prepared for relocation. SiteBox will not be liable for any damages to cargo left in unit(s) while being relocated. This Lease Agreement shall be fluid and move with the relocation of the unit(s) and will be assigned a new Transaction number by SiteBox if applicable. Customer shall give instructions for placement of unit(s). Should the unit(s) need to be relocated for any reason, Customer agrees to pay an additional fee to be determined. In the event Customer makes an unauthorized relocation of any unit(s) to a new address and unit(s) are damaged, Customer shall be charged for the full amount of repair to the damaged unit(s) along with the monthly rental fee owed or in the case of unit being lost or stolen Customer shall pay immediately to SiteBox the new market value of the Unit(s) in addition to any other remedies allowed to SiteBox by law. One (1) hour of detention time is included in SiteBox transportation quote. Any time spent on site after that time period will be billed at \$75/half hour/truck. All delivery and completion dates, as specified in the Proposal are of critical importance; however, time will not be construed to be "of the essence".

INDEMNIFICATION/DISCLAIMER

SiteBox makes no warranty of any kind, express or implied, including, but not limited to, the merchantability or fitness for any particular purpose of any unit(s) covered by this lease. Sitebox shall not be liable for loss of Customer's profits or business, loss or damage to cargo, driver's time, attorney's fees, or any indirect, special, or consequential damages. Customer agrees to indemnify and hold harmless Sitebox for any injury and/or loss resulting from its own negligence in which any damage to Customer employees, property, or any third party, is incurred during the duration of this Lease Agreement or from the time of delivery through pick up of the unit(s), whichever is longer.

MUTUAL AGREEMENT OF CUSTOMER AND SITEBOX

It is mutually agreed by and between the Customer and the Sitebox that none of the terms or conditions herein shall in any manner be altered, waived or abandoned, except by written agreement of Sitebox and Customer, and no delay by Sitebox in enforcing any of its rights hereunder shall be deemed as a waiver of such rights, nor shall a waiver by Sitebox of Customer defaults be deemed a waiver of any other subsequent fault. No agreement, verbal or otherwise, made by any representative of Sitebox be binding upon Sitebox or the Customer, unless the same be reduced to writing and approved by an authorized representative of Sitebox. Should the Customer cease to exist, become bankrupt, or make assignment for the benefit of creditors, its legal representatives in such case shall succeed in all rights and duties of the Customer under this Lease, but nothing herein shall confer any beneficial interest in the property subject of this Lease. SiteBox shall pick up unit(s) upon receiving notice of the above.

ASSIGNMENT

It is understood and agreed this Lease shall not be assigned without the expressed written consent of the SiteBox, which can be withheld. Customer must provide SiteBox with advance written notice of its desire to assign the Lease. If SiteBox approves and Assignee qualifies in the sole discretion of the SiteBox, SiteBox shall commence a new transaction with Assignee. Customer shall remain responsible for all unit(s) until Assignee has consummated a new transaction with SiteBox and Customer shall be responsible for all rents up to the day the new transaction with Assignee commences. Any assignment shall be solely at the discretion of SiteBox.

BENEFIT

All of the terms of this Agreement shall be binding upon and insure to the benefit of and be enforceable by the legal representatives of the parties and the heirs, successors and assigns of SiteBox and the heirs, successors and assigns of Customer.

SEVERABILITY

If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and the effect of the other provisions thereof shall not be affected thereby.

SITUS

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas. Venue for any litigation shall lie exclusively in Sedgwick County, Kansas.

COUNTERPARTS

This Agreement may be executed simultaneously in more than one (1) counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A copy of this agreement has been given to the Customer at the time of signing hereof.

ENTIRE AGREEMENT

This instrument contains the entire transaction between the parties hereto to the transaction contemplated, unless modified by mutual consent of both parties by and "Exhibit A" if applicable. No oral representations have been made between the parties.

SPECIAL TERMS FOR REFRIGERATED UNITS

USE AND OPERATION

Prior to delivery, the unit temperature range will be set by SiteBox per the customer requirements. Any future change in temperature requirements must be performed by SiteBox Service. Customer warrants that: (a) The equipment shall not be operated by any person other than agents and employees of customer, each warranted to be a careful, dependable operator not operating under the influence of drugs or alcohol; (b) Customer shall use equipment for storage purposes only and shall use the equipment for the purpose for which it is designed, in a careful and proper manner; (c) Customer is responsible for monitoring the equipment on a daily basis to ensure that it is operating in the manner that it was intended and will notify SiteBox without delay of any mechanical problems. Failure to adhere to a, b, or c, will be regarded as negligence on the part of the Customer.

MAINTENANCE & REPAIRS

(a) At the end of the first 120 days of this rental agreement SiteBox will inspect and perform maintenance on the refrigeration unit in accordance and compliance with the refrigeration manufacturer's recommendations to ensure that it operates properly; (b) In the event that the refrigeration unit malfunctions, SiteBox shall repair the unit at its expense, in a prompt and timely manner, with all due consideration to the parts needed to make the necessary repairs and the availability of an authorized refrigeration mechanic; (c) In the event that a repair is needed because of the Customer's failure to operate the equipment properly, then the Customer will be responsible for the repair cost. In all cases, SiteBox will not be liable for any damage to cargo.

INSURANCE

Customer shall keep the equipment insured against all risks or loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by SiteBox; and shall carry public liability and property damage insurance covering the equipment. The proceeds of such insurance, at the option of SiteBox, shall be applied (a) towards the replacement, restoration, or repair of the equipment, or (b) towards payment of the obligations of Customer hereunder.

TERMS OF PURCHASE

PURCHASE SHIPPING, TRANSPORTATION, AND PAYMENT

A customer may elect to use SiteBox Storage as its transportation provider for any purchased units. Cost of transportation will be quoted by the SiteBox Storage sales person.

Customers, or their representatives, may enter SiteBox Storage's premises for purposes of picking up purchased units during normal business hours or by appointment.

SiteBox Storage may assist with loading of purchased units on customer's (or their representative's) truck or trailer. However, SiteBox Storage is not responsible for determining or warranting the fitness of any particular mode of transportation for its units. SiteBox Storage will not be responsible for any damage or legal infraction caused as a result of using inadequate equipment or misuse of adequate transportation equipment, inadequately secured loads, etc.

Whether the customer picks up purchased units or elects to have SiteBox Storage deliver them, the customer is solely responsible for any necessary site preparation for where the purchased units will be placed and/or used. This includes any necessary access route to and from the site where the unit will be placed. SiteBox Storage is not responsible for any safety or fitness factors not listed here, but some factors the customer may want to consider include: (a) level surface for placement or use of unit, and (b) Adequate road, driveway, or other surface for heavy vehicle access to site, and (c) the Presence of overhead wires. All units sold by SiteBox Storage are sold on an "as is" basis. No warranty applies to these purchases. The customer may use photos of listed units to judge their suitability prior to purchase, or the customer may enter SiteBox Storage's premises to inspect prior to purchase. Once a unit is purchased, the sale is final.

SiteBox Storage will attempt to accurately represent the listed units through photos on this website. However, lack of website photos or any issues that were not discernible through website photos will not be a reason for rejection of purchased units by the customer. Each customer has the ability to physically inspect unit(s) before purchase, and is encouraged to do so.

Purchased units (and transportation services, if applicable) must be paid in full prior to any unit leaving SiteBox Storage's premises. SiteBox Storage will accept payment by mail (check or money order), or through this website, via credit card or bank account EFT. For payments by mail, SiteBox Storage must have received check or money order prior to any purchased units leaving its premises.

Make all checks payable to:

SiteBox Storage
PO Box 733895
Dallas, TX 75391-3995

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