

Denver's Moving Boxes Rental Agreement

1. Equipment Rented: 3 Ray, LLC hereafter referred to as ("Denver's Moving Boxes") hereby rents to you (the "Renter"), and Renter hereby hires from Denver's Moving Boxes, the equipment specified in the invoice order details (the "Equipment").

2. Rent: Renter shall pay Denver's Moving Boxes 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 Denver's Moving Boxes and shall terminate on the date Equipment is picked up by Denver's Moving Boxes. All rental Equipment shall not be transported or leave the service areas of Denver's Moving Boxes without prior written consent of Denver's Moving Boxes.

4. Rental Extensions: Renter must contact Denver's Moving Boxes by telephone or email to request an extension or when a Denver's Moving Boxes representative calls to confirm pick up two days prior to the scheduled date, an extension may be requested at that time. Denver's Moving Boxes will do our best to accommodate extensions, however, may not be able to based on rental demand and scheduling. For each additional date that the equipment is rented there is an addition charges for each piece of equipment at a rate of \$0.25 per day per box, \$0.75 per day per dolly, \$0.50 per day per wardrobe box and \$0.75 per day per hand truck.

5. Ownership: Equipment is, and shall at all times remain, the sole and exclusive property of Denver's Moving Boxes.

6. Taxes: Renter shall pay all applicable sales/rental taxes on Equipment.

7. Warranty: Denver's Moving Boxes warrants that the Equipment is in satisfactory operating condition at the time of delivery and will replace at no charge, any Equipment that fails during normal operation. Denver's Moving Boxes disclaims all other warranties, implied or expressed. Renter is fully responsible for Renter's own negligence or misuse.

8. Alteration: No alteration to the Equipment may be made. Only removable labels, provided by Denver's Moving Boxes to Renter, are permitted to be used on Equipment. 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 a 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.

10. Risk of Loss: Upon the arrival of Equipment at the Renter's premises, 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 Denver's Moving Boxes and a replacement will be provided. Otherwise 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, all risk of loss, destruction of, or damage to the Equipment, from any cause whatsoever shall be the sole responsibility of the Renter. The cost to replace or repair damaged Equipment or the replacement for Equipment not returned will be charged to the Renter's credit card.

11. Operation: The Renter will use the Equipment in a safe manner and in full compliance with the Denver's Moving Boxes user guide provided at time of delivery. The Renter shall indemnify and hold Denver's Moving Boxes harmless from any liability whatsoever resulting from the Renter's use of the Equipment. Denver's Moving Boxes is not responsible for the result of any loss or damages caused by the Renter's move. Denver's Moving Boxes shall not be liable for any damages that exceed payment actually paid by Renter to Denver's Moving Boxes. In no event will Denver's Moving Boxes be liable to Renter for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising in connection with this agreement.

12. Payment Types: Visa or MasterCard. No cash or checks.

13. Payment Terms: Payment is due upon placing an order. Rental extensions will be charged automatically and is calculated based on the Equipment pick-up date and time. Renter acknowledges that their credit card will be kept on file for the duration of the rental agreement. Renter acknowledges and authorizes Denver's Moving Boxes to charge the amounts associated with the above stated terms and conditions (orders, extensions and damages).

14. Cancellation: Cancellations that are placed a.) Four (4) days or more in advance of the scheduled delivery date are charged the credit card processing fees to credit back to your account. This is usually about 2.5% of the pre taxed sales amount. b.) Cancellations three (3) days before costs \$60.00 and the day before or same day cancellation is half the cost of the order. We have this fee due to all of the internal labor costs and logistical costs that we spend to prep and load your order for delivery.

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 invoice.
- b) Defaults in any of the terms herein this rental agreement and such default shall continue uncorrected for three (3) days after written notice hereof to Renter by Denver's Moving Boxes
- c) Renter becomes insolvent, or if a petition is filed by or against Renter under the Bankruptcy Act or any other law concerning the relief of debts. This agreement shall be governed by the laws of the State of Colorado. The parties irrevocably agree that any legal or equitable proceeding arising out of or in connection with this agreement shall be brought in the County of Denver in the State of Colorado. By execution and delivery of this agreement, each of the parties hereby irrevocably accepts and submits to the jurisdiction of said courts in person, generally and unconditionally, in connection with any such action or proceeding.

16. Termination: In the event of any default, Denver's Moving Boxes may declare the entire amount of unpaid rental payments immediately due and payable, and Denver's Moving Boxes may immediately terminate this agreement. In the event of such termination, Denver's Moving Boxes 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.

General Terms and Conditions

- Equipment is not to be used to transport hazardous materials.
- Hand Trucks and Dollies are to be used for moving rental boxes only. They are not intended to move furniture or appliances.
- Boxes that are returned and requiring deep cleaning due to their condition, are subject to a \$3.00 per box charge.
- Delivery or Pickup that is missed or cancelled the day of the scheduled time, or if Renter requests more Equipment after the original delivery, is subject to a \$25 fee. Deliveries and Pickups that require the driver to climb stairs, use an elevator or load them into your unit are subject to a .60¢/ box fee.
- Purchase, damaged or lost box replacement cost is \$35 each.
- Purchase, damaged or lost wardrobe box replacement cost is \$55 each.
- Purchase, damaged or lost box dolly replacement cost is \$60 each.
- Purchase, damaged or lost hand truck replacement cost is \$200 each.

The undersigned do hereby acknowledge and agree to the above Rental Agreement:

This agreement made this _____ day of _____, 20____

RENTER / Authorized Signor

3 Ray, LLC, by its Manager

Customer Initials_____

Page 1