

Atlas Performance Industries, Inc. (api)
Lease Agreement Terms & Conditions Storage Containers

1. **Lease.** Customer hereby leases from Atlas Performance Industries, Inc. (api) or its subsidiary all storage or containment units and equipment identified as part of this Lease and any future substituted or added units (collectively, "Units"). This Master Lease will govern all future rentals unless agreed in writing otherwise. Unless identified in writing as a sale, you shall not acquire any ownership interest in any Unit. The term of a Unit lease ("Lease") commences upon the date of delivery of a Unit and continues on a monthly basis (each a "Period") until terminated as provided herein. You agree to pay api the lease charges, sales, delivery, pickup and fuel charges, Damage Waiver charge, waiting time charges if delivery/pickup exceeds one hour on-site, and other charges set forth in invoices delivered to you (collectively, "Charges"). Unless agreed to otherwise by api, all Charges are due monthly in advance without demand. Charges and terms of this Lease are subject to change upon notice to you and shall be effective upon the earlier of payment by Customer of its next invoice or the next Charges due date. You shall owe all Charges for each Period regardless of the number of days Units were on-rent and there will be no return of Charges in the event a Unit is returned prior to the end of a Period. You shall pay as liquidated damages (not a penalty) \$25 for dishonored checks and 15% of unpaid pretax Charges after each Charges' due date. If you have provided api with credit card information, you authorize api to charge your credit card for all Charges. You shall pay in advance the deposit indicated to secure your performance of a Lease. The deposit will be returned if Unit is returned in undamaged condition. api may apply the deposit to damage or Charges.

2. **Delivery, Use, and Removal.** Customer will pay api delivery and return charges on the first billing cycle. By using Units you or your agent accept the Units as free of defects, in good repair and working condition. You agree to inspect Units prior to use and to notify api in writing of any defect. While at your location and until received at an api facility, you shall be solely responsible for all loss, theft and damages (except ordinary wear and tear) to Units, Unit contents ("Contents") and your premises or other property, for any cause whatsoever, including (without limitation) damages caused by theft, vandalism, forces of nature, condensation, humidity, or damages relating to the delivery or removal of a Unit. You shall not allow habitation in Units or store illegal, unsanitary, explosive, staining, malodorous or hazardous materials in any Unit, or alter any Unit in any way (including drilling holes, painting or affixing signs). You agree not to store collectibles, currency, heirlooms, jewelry, works of art or anything having sentimental value to you and waive any claim for emotional or sentimental attachment to the Contents. If a Unit is delivered and placed by api, you must contact api to relocate any Unit and obtain api's written consent or pay api's relocation rates. You shall pay api all Charges to clean, paint, repair, remove locks, make immediately ready for re-lease any Unit and to remove, store, or dispose of Contents. You shall keep Units freely accessible at all times for inspection and removal. If a Unit is destroyed, damaged beyond repair, lost, stolen or not returned, you shall pay the Unit replacement value plus applicable taxes. You assume full responsibility for identifying and complying with local ordinances and for any fines or penalties resulting from your use or placement of Units in violation of such ordinances and/or regulations. You must call api to schedule Unit return. api will attempt to schedule delivery/removal of the Unit as requested by you but rental Charges will continue until return of the Unit is completed. You are responsible to remove all locks and clean and empty the Unit prior to return to api. api may remove all locks, empty Unit and any Contents left in Units may become api property without payment. You shall pay additional removal charges (including for failed attempts) if a Unit isn't ready for api removal or for changes in site condition. api's driver or agent may refuse a delivery/removal and api can charge Customer if such cannot be accomplished due to safety or potential damage. You authorize api to attempt to place Units pursuant to your instructions on a driveway or other paved surface accessible from a street, over your lawn or other non-paved area and you represent that any placement area will have adequate size, clearance and structural integrity to sustain the weight and size of the Unit(s), delivery truck and any other related equipment. A flat level surface is required for placement of the unit. You agree to indemnify and hold harmless api of any damage which may occur to the property where the Unit(s) is located. Customer agrees api will not be liable for damages to driveways, sidewalks, walkways, pavement, sod, lawn, landscaping, overhead obstructions, or road surface messes (track out) or any related property.

3. **Warranty Disclaimer.** You shall maintain the Unit in good condition. You are responsible to weekly inspect the unit's interior and exterior to assure it is in good working condition. You shall keep each Unit free from all liens and grant api a contractual lien and security interest (as of the date any Charges are unpaid and due) on all Contents and proceeds thereof to secure payment of Charges. api MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND YOU AGREE YOU HAVE SOLELY DETERMINED THAT THE UNITS ARE SUITABLE FOR YOUR INTENDED USE. You lease the Units "as is." api shall not be liable for any damages, loss of profits, loss of or damage to property stored in or around the Units, personal injury, death or other damages, direct or indirect, consequential or otherwise of you or your agents or invitees for any reason. You shall indemnify, hold harmless, defend and reimburse api and its directors, officers, employees, and agents ("api Related Parties") from and against all losses, damages, death, claims, injuries, costs and attorney's fees arising directly or indirectly from (i) the use, placement, removal or condition of Units, (ii) the loss of, damage to or destruction of Units and/or Contents (iii) any fine, liens, tax, penalty, towing, impound or other charges arising from your use of the Units or (iv) your breach of this Lease. Units shall not be attached or affixed to real property.

4. **Insurance and Damage Waiver.** Neither you nor your insurer shall have any claim (direct or subrogation) against api. INSURANCE FOR UNIT CONTENTS IS YOUR RESPONSIBILITY-- api DOES NOT PROVIDE ANY INSURANCE. You will provide prior to delivery or upon request a Certificate of liability insurance with limits of \$1,000,000.00 minimum naming Lessor (api) as an "additional insured and a certificate of Insurance naming api as loss payee and additional insured with coverage equal to the Unit replacement cost. The policy shall be acceptable to api and provide for 30-day notice to api prior to cancellation or modification. Unless you maintain such policy, you accept the Damage Waiver and its Charge.

5. **Damage Waiver Insurance Reimbursement.** As stated in Section 4 of *Atlas Performance Industries, Inc. (api) Lease Agreement Terms & Conditions Storage Containers*, Lessee (customer) must provide Lessor (api) with a certificate of Liability Insurance with limits of \$1,000,000.00 minimum naming Lessor (api) as an "Additional Insured." Lessee (customer) must also provide Lessor (api) with Property Insurance covering the full replacement costs of all the leased Equipment in Lessee's (customer's) possession naming Lessor (api) as "Loss Payee." If Lessee fails to provide Lessor with proof of the required insurance and related endorsements prior to the commencement of this Lease Agreement, Lessor may, at its sole option, charge and Lessee agrees to pay an "Insurance Reimbursement Fee" equal to 10% of the total rental charges per month. This "Insurance Reimbursement Fee" does not provide insurance coverage for the Lessee but reimburses the Lessor for its insurance costs while the equipment is in the possession of the Lessee. This is not to be considered insurance coverage. Regardless of insurance coverage, Lessee assumes the following risks of damage to the leased Equipment during the terms of this Lease Agreement and shall be fully responsible to Lessor for all resulting damages: (a) Loss by damage, vandalism, malicious mischief, and theft; (b) Loss, damage, or theft of accessory equipment, or any other part, portion or attachment to the leased Equipment; (c) Loss or damage resulting from overloading, exceeding rated capacity, misuse, abuse, or improper servicing of the leased Equipment or any portion, component or system thereof; (d) Flooding, fire, or equipment malfunction due to improper electrical connections, electrical overloading, or any other cause associated with the use of the leased Equipment; (e) Loss due to mysterious disappearance or wrongful conversion by a person entrusted with the leased Equipment by Lessee or its agents or employees; (f) If damage is caused to the leased Equipment by

a third party not associated with, or related to, Lessee, Lessor reserves the right to pursue the third party and/or Lessee, at Lessor's sole discretion, for all damages caused to, or otherwise associated with, the leased Equipment. THE LESSEE UNDERSTANDS THAT THE "INSURANCE REIMBURSEMENT" IS NOT INSURANCE COVERAGE FOR THE LESSEE. The Lessee is obligated to prepare and submit a police report concerning all losses and / or damages to the leased equipment caused by third parties and shall submit a copy of the police report to the Lessor. THE LESSEE IS OBLIGATED TO PREPARE AND SUBMIT A POLICE REPORT CONCERNING ALL LOSSES AND/OR DAMAGES TO THE LEASED EQUIPMENT CAUSED BY THIRD PARTIES AND SHALL SUBMIT A COPY OF THE POLICE REPORT TO LESSOR.

6. **Miscellaneous.** api may terminate this Lease at any time without notice. Each of the following constitute an "Event of Default": (a) you fail to perform any term of any Lease, (b) you have bankruptcy, reorganization or insolvency proceedings threatened or instituted, or (c) api has a reasonable belief of an anticipatory default by you. Upon an Event of Default api may, without legal process or notice, terminate a Lease, enter any premises, repossess Units, remove any locks on property or Units, remove Contents without regard to their protection or pursue any other remedy available. You grant api access to your property and permission to enter day or night, remove locks, disconnect attached utilities and repossess Units. If a Unit is repossessed, you approve api to remove Contents or exercise its Contents lien and you will have no claim for damaged Contents. If you do not pay all Charges due and remove all Contents from api premises, you grant api permission to dispose of/sell Contents in accordance with applicable state law and apply net proceeds to unpaid Charges. Customer releases and agrees to indemnify api and api Related Parties from any claims for trespass, conversion and any damages arising from repossession. You agree to pay, as liquidated damages, api's collection/repossession/disposal fees, attorney's fees and any other cost incurred by any Event of Default or the exercise of api's remedies. Repossession shall not relieve you of your obligation to pay Charges owed. No remedy herein is exclusive and shall be in addition to any remedy herein or otherwise available to api. If api seeks to recover or repossess Units by means of "writ of replevin" or similar method, you waive any bond posting requirement. Acceptance of partial payment shall not constitute a waiver of api's right to full payment. Any endorsements appearing on your checks shall not affect Charges owed. You shall not sell or sublease a Unit or assign your duties hereunder. api may assign, pledge or transfer this Lease without your consent. Except as provided in Section 1, a Lease may only be amended in writing executed by the parties, shall be governed by the state laws where this Lease was executed by api ("Jurisdiction") and contains the entire understanding of the parties and supersedes the terms of any purchase order or similar document from you or any other agreement among the parties. Any suit regarding this Agreement shall be brought in the Jurisdiction provided that api may bring suit against you in any county where the Unit is located. If any term hereof is unenforceable, such invalidity shall not affect the enforceability of the Lease or any other provision. This Lease may be executed in multiple counterparts and by electronic transmission, each of which shall be regarded as an original and constitute one instrument. Your indemnity obligations shall survive termination of a Lease. You agree that api's total liability under this Lease shall not exceed \$2,500. api, you, and your agents or invitees waive any right to trial by jury for any cause of action brought against api or api Related Parties. Both parties agree to exclusively abide by the notice, access, lien and sale procedures herein and waive to the fullest extent possible any legal requirements for other access, lien, notice and sale procedures.

7. **Managed Services.** If you have requested api to coordinate your rental of additional rental equipment from non-api equipment providers, api will coordinate such rentals as an agent on your behalf and You agree to pay the Charges for such equipment and to be responsible to the equipment provider and api for damage and loss of the equipment while on rent to you. You will immediately contact the equipment provider directly if any rental equipment is damaged or needs service and notify api of such needs. You will call the equipment off-rent directly with the equipment provider and notify api such equipment has been called off- rent.

Equipment Number(s): _____

Rental Order Number(s) _____

Lessor: Atlas Performance Industries, Inc. (api)

Lessee (Customer): _____

By: _____
(please print)

By: _____
(please print)

By: _____
(signature)

By: _____
(signature)

Date: _____

Date: _____