



**THIS RENTAL AGREEMENT ("Agreement")** sets forth the terms and conditions upon which **PODS ENTERPRISES, LLC**, a Florida limited liability company (MC # 530785-P) ("Company") will provide services to the party(ies) whose name(s) is set forth in the signature block below or is otherwise referenced in the order confirmation (the "Confirmation") issued by the Company to the party(ies) ("Customer"). Customer accepts this Agreement when Customer does any of the following: (a) provides a written or electronic signature; (b) Customer's authorized representative provides written or electronic signature; (c) attempts to or in any way uses the services of Company; (d) loads or stores goods in a Unit (defined below); or (e) pays for any services of Company. This Agreement shall apply to all present and future services provided by Company to Customer and all present and future orders made by Customer, including, but not limited to, the rental and leasing of a Unit. In consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and assumption of obligations described in this Agreement, the parties hereto hereby agree as follows:

**1. SERVICES.** Subject to the terms and conditions set forth herein, Customer has or will retain Company's services to rent one or more portable storage containers or units (individually or collectively referred to as a "Unit") and, at Customer's request, to transport the Unit(s) locally. Customer has the option to store the Unit with Company or have the Unit remain at Customer's designated location ("Customer's Premises"). Should Customer elect to have Company store the Unit at Company's premises, Customer agrees that Company shall have the right and authority to store the Unit at any available storage facility of Company, Company's affiliate or Company's franchise ("Facility"), as determined in Company's discretion. By giving advance notice to Company, Customer shall have access to the Unit at Company's Facility only during specified hours which are normally 8:30 am to 5:00 pm local time. Customer should call the number above to confirm the access hours, schedule access or make special arrangements for access during non-business hours. By giving advance notice to Company, Customer shall have access to the Unit at Company's Facility only during specified hours which are normally 8:30 am to 5:00 pm local time. Customer should call the number above to confirm the access hours, schedule access or make special arrangements for access during non-business hours. **Upon use of the Unit, Customer acknowledges having had an opportunity to examine the Unit and that such Unit is satisfactory for all purposes for which Customer shall use it. Customer hereby authorizes Company to enter upon the Customer's Premises whenever Company deems it necessary to enforce any of Company's rights pursuant to this Agreement or pursuant to any state or federal law. Customer warrants that Customer has as owner or otherwise: (a) all the necessary rights with respect to the Customer's Premises for purposes of this Agreement; and (b) the right and authority to permit Company's unrestricted entrance upon Customer's Premises.** Customer acknowledges and agrees that **no bailment or deposit of goods for safekeeping is intended or created hereunder.** Due to the nature of Company's business and its purpose being self-service storage, Customer further understands that Company is not representing to Customer, in any manner whatsoever, that Company is a "warehouseman" as such term is defined by applicable state statutes. Further, the parties expressly understand and agree that it is the parties' intention that any laws including, without limitation, warehouseman laws, or similar or related laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to this Agreement.

**2. TERM AND RENT.** Company has issued or will issue a Confirmation of Customer's order that sets forth the agreed upon pricing of Company's delivery and storage services including other specifics of such order. Company will issue a change order confirmation for changes requested by Customer that are accepted by Company. The rental term for each Unit commences upon delivery and continues thereafter on a monthly basis until terminated as provided herein. Customer must pay the Company, in advance, monthly rent (the "Rent"), plus any applicable taxes, in the amount set forth on the Confirmation or invoice, without deduction, prior notice, or demand. Rent for the first month and initial charges and fees shall be due prior to delivery of the Unit and Rent in subsequent months will be due on the monthly anniversary of the delivery or the last day of the month if the corresponding date does not exist in the subsequent month. Time is of the essence with regard to all payment obligations due under this Agreement. Customer will not be entitled to a refund of any prepaid rent under any circumstances. Company may change the monthly rent and other charges by giving Customer 30 days advance written notice. The new rate will become effective on the first day of the next month when charges are due. In the event that Customer's account has an outstanding balance, Customer understands and agrees that Company does not waive its lien rights on the property stored in the Unit if accepts partial payments to reduce the outstanding balance on Customer's account. Customer understands and agrees that full payment of the outstanding balance must be tendered prior to the sale date to stop a scheduled lien sale.

**3. FEES, LATE CHARGES, CANCELLATION, ETC.**

(a) In the event Customer fails to pay Rent by the 10th day after becoming due or the earliest date permitted by applicable law, Customer shall pay, in addition to any other amounts due, a late charge equal to the lesser of \$20.00 on each such occasion or the maximum amount allowed by applicable law for each delinquent payment each and every month that such payment(s) remain(s) delinquent plus Customer will be responsible for all of Company's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees.

(b) In the event Company commences a lien sale as a result of Customer's default in the payment of Rent or other charges due under this Agreement, Customer shall pay, whether or not a lien sale occurs, all costs and expenses incurred by Company associated with processing the delinquent account, including advertising and mailing fees, plus a lien handling charge of up to \$75.00.

(c) In the event Customer is delinquent in the payment of Rent or other charges due under this Agreement, including without limitation, financing charges, change orders, container exchanges, cancellation fees, late charges, handling charges and costs associated with the processing of Customer's delinquent account (collectively, "Charges"), Customer authorizes Company to charge Customer's credit card account, without the signature of Customer, for such Charges owed by Customer to Company, even if Customer has selected another method of payment as the preferred method. Company shall have no liability to Customer for charges applied to Customer's credit card account so long as such Charges are applied by Company in good faith.

(d) Additional fees may be incurred for delivery, redelivery or extended delivery, in addition to any fee assessed against Company for any military certified weight tickets, as applicable. If Customer does not know and disclose the specific zip code for initial delivery, redelivery or final delivery of the Unit at the time of the placement of Customer's order, Customer acknowledges and agrees that, at Company's option: (i) the Company may not service the zip code finally determined by Customer and Company has the right to refuse to deliver the Unit to Customer's requested destination without liability to Company in such instance, or (ii) delivery of the Unit to the zip code finally determined by Customer may be subject to additional extended delivery fees which Customer agrees to pay due to the distance of the Customer's destination from the Facility or from the Customer's Premises, as applicable.

(e) If Customer cancels any order with Company, Customer shall pay Company the applicable cancellation fees and service charges as set forth in Company's cancellation policy found online at [www.pods.com/Cancel](http://www.pods.com/Cancel).

**4. LIMITS ON USE.** Customer understands and agrees that **Company need not be concerned with the kind, quantity or value of personal property or other goods stored by Customer in the Unit pursuant to this Agreement.** Customer specifically acknowledges and agrees: (a) that the Unit may be used for storage only, and that the use of the Unit for the conduct of business or for **HUMAN OR ANIMAL HABITATION IS SPECIFICALLY PROHIBITED**; (b) that Customer assumes full responsibility and liability for packing Customer's property in the Unit and for securing Customer's property for over the road transportation and (c) the weight of Customer's property packed into the Unit shall be evenly distributed throughout the Unit. Customer shall store only personal property throughout the tenancy that Customer owns or has the legal right and authority to store in the Unit. Customer shall not use the Unit in any manner that will constitute waste, nuisance or unreasonable annoyance to other customers at the Facility. **Customer acknowledges and agrees that the Unit and the Facility are not suitable for the storage of objects which have sentimental value to the Customer or others, including, but not limited to, heirlooms or precious, invaluable or irreplaceable property such as works of art, photographs, collectibles and other items for which no immediate resale market exists. Customer agrees that the value of any of the foregoing items that Customer chooses to store in the Unit in violation of this provision shall be limited to the salvage value of the item's raw materials. Further, Customer acknowledges and agrees not to store the following items in the Unit: food or perishable property, hazardous, illegal, stolen, environmentally harmful, explosive or flammable property, money, precious metals, jewelry, watches, furs, vehicles, motorcycles, engines, computer software or programs, media or computer data contained on hard disks or drives. Unless Customer satisfies Customer's insurance requirements set forth below, Customer agrees not to store property in the Unit that has an aggregate value of over \$5,000. Customer further agrees not to store property in the Unit that may cause consequential damages or emotional distress to Customer or others if it were missing, stolen, sold or damaged.**

**5. CUSTOMER'S RISK AND LIABILITY / INSURANCE OBLIGATION.** Subject to Section 6, whether the Unit is located at the Customer's Premises, at the Facility or in transit, Customer personally assumes all risk of loss or damage to or theft of Customer's property stored in the Unit however caused, including, without limitation, burglary, shifting of contents while in transit, mysterious disappearance, fire, water, rodents, insects, vermin, bugs, earthquakes, acts of God, vandalism, mold, mildew, or the active or passive acts or omissions or negligence of Company or Company's Agents. Customer specifically acknowledges that Company shall not be liable for any damage to or loss of Customer's property for any reason unless specifically assumed through the CP Addendum (defined below). **It is Customer's responsibility to adequately insure the property stored by Customer. Customer agrees to insure the actual full value of the stored property against loss and damage.**

**6. CONTENTS PROTECTION.** Notwithstanding Section 5, in lieu of obtaining insurance, Customer may choose to have Company contractually (a) assume responsibility for specified loss (subject to applicable exclusions) resulting from certain named perils (such as fire, wind, hail, smoke, collapse of building, burglary, etc.) ("**Named Perils**"), and (b) obtain insurance protecting Customer's contents from such loss with an insurance company rated no less than "A" (excellent) by A.M. Best Co (the "**Contents Protection**"). The terms and conditions of Contents Protection are set forth in the Contents Protection/Duty to Insure Addendum, which can be found at [www.pods.com/CPO](http://www.pods.com/CPO) (the "**CP Addendum**"). Such terms and conditions establish and clarify the contractual liabilities of each party if Customer orders Contents Protection from Company and makes all additional payments thereunder. Customer may choose to obtain supplemental insurance from their own homeowner's or renter's carrier or Customer may elect to be "self insured." If Customer elects to have Contents Protection, (i) Company's role is expanded to a recipient of goods for safekeeping in its possession or care custody and control, but only to the extent of being contractually responsible for specified loss and obtaining insurance protecting Customer's contents from such loss, and only to the extent such insurance is collectible; (ii) Customer shall be a loss payee and third party beneficiary to all proceeds recoverable under the insurance policy; (iii) Company's obligation to assume the risk of loss under the Contents Protection resulting from Named Perils shall not exceed the limit of coverage secured by Customer under the CP Addendum; and (iv) Container Only Option Protection shall apply, which is further described below. Although Company and Company's Agents may share information about the insurance policy purchased by the Company with Customer, Customer understands that Company and Company's Agents are not an insurance company or insurance agents. Company has not explained any coverage or assisted Customer in making any decision to purchase any particular insurance policy. Company is not making any representations about the coverage provided by such insurance policy. Company's agreement to assume responsibility for and obtain insurance protecting Customer's contents from loss is not an insurance transaction.

**7. LIMITATION OF LIABILITY.** Subject to Section 6, Company and Company's Agents shall not be responsible to Customer or to any other person for any damage or loss however caused, including, without limitation, Company and Company's Agents active or passive acts, omissions, negligence or conversion, unless the loss or damage is directly caused by Company's fraud, willful injury or willful violation of law. In addition, Customer hereby releases Company and Company's Agents from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons that could have been insured against. Customer expressly agrees that the carrier of any insurance obtained by Customer (e.g., homeowner's insurance) shall not be subrogated to any claim of Customer against Company or Company's Agents. **CUSTOMER WAIVES ANY CLAIM FOR EMOTIONAL OR FOR SENTIMENTAL ATTACHMENT TO CUSTOMER'S PROPERTY. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER WAIVES ALL CLAIMS FOR CONSEQUENTIAL, SPECIAL, PUNITIVE AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO CUSTOMER. OTHER THAN THE LIABILITY SPECIFICALLY ASSUMED THROUGH THE CP ADDENDUM, COMPANY'S AND COMPANY'S AGENTS TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY REASON, INCLUDING FROM DAMAGE TO OR LOSS OF CUSTOMER'S PROPERTY, SHALL NOT EXCEED \$5,000. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.**

**8. INDEMNITY.** Customer shall indemnify, defend and hold harmless Company, its affiliates and agents, and each of their respective directors, officers, members, employees, agents and representatives (collectively, "**Company's Agents**") from and against any and all losses, liabilities, costs, expenses, attorneys' fees, fines, damages, claims, demands, causes of action and lawsuits of any kind whatsoever in any way arising from, or as a result of, or in connection with, Customer's use of the Unit or Facility, including, without limitation, as a result of any of Customer's breach of Customer's obligations pursuant to this Agreement.

**9. LOCK; ALTERATIONS.** Customer shall provide, at Customer's own expense, a lock for the Unit which Customer, in Customer's sole discretion, deems sufficient to secure the Unit. Customer shall not provide Company or Company's Agents with a key and/or combination to Customer's lock. **The Unit must be properly locked by Customer prior to Company moving the Unit.** Customer shall not make or allow any alterations of any kind or description whatsoever to the Unit without, in each instance, the prior written consent of the Company.

**10. LIEN.** Customer's property will be subject to a claim of lien and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for 14 consecutive days and that such actions are authorized by the California Self-Service Storage Facility Act as set forth in Division 8, Chapter 10 of the California Business & Professions Code. **IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT, CUSTOMER HEREBY GRANTS TO COMPANY A CONTRACTUAL LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE UNIT OR AT THE FACILITY, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE UNDER THIS AGREEMENT. IN THE EVENT CUSTOMER IS IN DEFAULT OF THIS AGREEMENT, COMPANY MAY DENY ACCESS TO THE UNIT AND BEGIN THE ENFORCEMENT OF ITS LIEN AGAINST ALL PROPERTY OF CUSTOMER STORED IN THE UNIT OR AT THE FACILITY IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE CUSTOMER'S PROPERTY IS LOCATED WHEN COMPANY COMMENCES THE ENFORCEMENT OF ITS LIEN. PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF AT THE FACILITY OR NEAREST SUITABLE LOCATION TO SATISFY THE APPLICABLE LIEN LAW. PROCEEDS, IF ANY, FROM THE SALE OF THE PROPERTY IN EXCESS OF AMOUNTS OWED TO COMPANY, WILL BE PAID (IF ANY) TO THE STATE TREASURER IF UNCLAIMED BY THE CUSTOMER AS PRESCRIBED BY APPLICABLE LAW. AS COMPANY HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE UNIT, CUSTOMER HEREBY WAIVES ANY OBLIGATION THAT COMPANY PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN CUSTOMER'S UNIT TO THE EXTENT REQUIRED BY APPLICABLE STATE LIEN LAWS.**

IN ACCORDANCE WITH APPLICABLE LIEN LAWS, PLEASE PROVIDE HERE THE NAME AND ADDRESS OF ANOTHER PERSON TO WHOM NOTICES OF LIEN MAY BE SENT:

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IF CUSTOMER ACCEPTED THIS AGREEMENT ONLINE, ANY ALTERNATE CONTACT INFORMATION PROVIDED ONLINE IS INCORPORATED HEREIN BY REFERENCE. IF NO ALTERNATE CONTACT INFORMATION IS PROVIDED AND NONE IS PROVIDED ABOVE, PLEASE CONTACT COMPANY TO PROVIDE SUCH INFORMATION.

**11. WAIVER.** Customer acknowledges that the California Self-Service Storage Facility Act requires Company to disclose to Customer, at least 72 hours prior to delivery to Customer of an empty Unit, this Agreement and the terms and conditions set forth in Section 21707.1(a)(5) of California's Business and Professions Code. Customer acknowledges that Company provided Customer a document with such terms and conditions and that Customer fully understands and voluntarily waives Company's requirement to provide Customer with this Agreement and such terms and conditions at least 72 hours prior to the delivery to Customer of an empty Unit.

**12. PERSONAL INJURY.** Company and Company's Agents including the owner of the Facility shall not be liable whatsoever to the Customer or Customer's invitees, family, employees or agents for any personal injury arising from Customer's use of the Unit or the Facility from any cause whatsoever including, but not limited to, the active or passive acts or omission or negligence of the Company, Company's Agents or the owner of the Facility.

**13. NO REPRESENTATIONS OR WARRANTIES.** To the maximum extent allowed by applicable law, Company hereby disclaims any implied or express warranties, guarantees, representations of the nature, condition, safety or security of the Unit and the Facility, including any warranties of merchantability or fitness for a particular use or purpose. Customer hereby acknowledges and agrees that Company does not represent or guarantee the safety or security of the Unit or the Facility or of any property stored therein and this Agreement does not create any contractual duty for Company to create or maintain such safety or security. Customer further acknowledges and understands that Company makes no assurances or guarantees regarding the time of pick-up or delivery of any Unit. Company does not make any representations or warranties that any Fuel Subsidy Charge (if applicable) or any other similar charge charged to Customer equals its excess fuel costs or that it will not profit from such charge.

**14. ACCESS CODE (PIN).** At time of order Customer will be asked to provide a four (4) digit number which will be used as Customer's "PIN". Company requires the PIN before providing access to the Unit and/or before scheduling a move or delivery of the Unit. Customer acknowledges and agrees that Company has the right to provide access to the Customer's account and the Unit to anyone providing Company with the PIN, and that Company has the right to refuse access to the Unit by anyone, including Customer, who does not have the PIN. Customer should only disclose the PIN to those persons who Customer wants to have unrestricted access to the Unit and the account, which may include changing account information and scheduling. If Customer is unable to provide the PIN, Company may grant access to the Customer after Customer answers security questions or provides other information reasonably requested by Company as it determines in its sole discretion.

**15. WEIGHT LIMITS.** Customer acknowledges and agrees that the maximum weight/load of Customer's property shall not exceed: 4,200 pounds for 16' Unit, 4,700 pounds for 12' Unit, and 5,200 pounds for 8' Unit. The foregoing weight limits do not apply to a Customer that does not require the transport of Customer's Unit at any time by Company with Customer's contents stored inside. The foregoing weight limits may be updated by Company from time to time.

**16. PLACEMENT OF UNIT.** (a) Company will endeavor to place the Unit in an area pursuant to Customer's instructions. Customer represents that the area for placement shall have adequate size, clearance (at least 15' in height), and structural integrity to sustain the weight and size of the Unit, delivery truck and any other related equipment. (b) If Customer fails to provide placement instructions to Company prior to delivery or if Company otherwise determines, in its sole discretion, that the area for placement pursuant to Customer's instructions does not have adequate size or clearance for the Unit, Customer authorizes Company to then place the Unit in any other area on Customer's Premises to the extent reasonably possible under the circumstances to include an area immediately accessible from a street fronting Customer's Premises. (c) In all cases described in clauses (a) and (b) above, (i) Customer authorizes Company to drive on Customer's lawn, non-paved area or any other part of Customer's Premises in order to place or retrieve the Unit; and (ii) Customer assumes full risk for any damage to Customer's Premises, releases Company from any such damage resulting from the delivery, placement and retrieval of the Unit, and waives any and all rights of recovery against Company to the extent any damage to the Premises is covered by Customer's insurance. Any deliveries or retrievals of the Unit as described herein requiring Company to access the Unit by way of non-paved areas shall permit Company, at its option, to assess Customer a service charge, which Customer agrees to pay. There shall be no rent or delivery fee refunds for Company's inability to deliver the Unit through no fault of Company. (d) Customer agrees that Customer will not relocate the Unit. In the event it is determined that the Unit has been relocated, Customer agrees to pay an additional fee of not less than \$75.00 and up to current retail value of the Unit plus any cost or shipping associated with the retrieval of the Unit.

**17. RIGHT TO ENTER, INSPECT AND REPAIR UNIT.** Customer grants Company, Company's Agents or the representatives of any governmental authority, including police and fire officials, access to the Unit and the premises where such Unit may be located, if necessary, as required by applicable laws and regulations or in connection with Company exercising its rights as set forth in this section. In the event Customer shall not grant access to the Unit as required, or in the event of an emergency or upon default of any of Customer's obligations under this Agreement, Company, Company's Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Customer's locks and enter the Unit for the purpose of examining the Unit or the contents thereof or for the purpose of making repairs or alterations to the Unit and taking such other action as may be necessary or appropriate to preserve the Unit, or to comply with applicable law including any applicable local, state or federal law or regulation governing hazardous materials or to enforce any of Company's rights.

**18. TERMINATION.** Company may terminate this Agreement and/or any order for any or no reason effective immediately upon written notice to Customer. Customer may terminate this Agreement and/or any order at any time giving notice to Company and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, Customer shall only be entitled to terminate this Agreement or order provided there are no outstanding amounts owing to Company and Customer is not in default under this Agreement. Notwithstanding any provision to the contrary in this Agreement, no monthly rent shall be prorated or refunded if the termination occurs prior to the end of a full rental month.

**19. DEFAULT.** The following events shall be deemed to be events of default by Customer under this Agreement: (a) Customer fails to pay any installment of the rent due under this Agreement; (b) Customer fails to comply with any term, provision or covenant of this Agreement, other than the payment of rent, and does not cure such failure within ten (10) days after written notice thereof to Customer; or (c) Customer abandons the Unit.

**20. REMEDIES UPON EVENT OF DEFAULT.** If an event of default shall occur and so long as such default shall be continuing, Company may at any time thereafter at its election: (i) deny Customer access to Customer's property stored in the Unit, (ii) immediately terminate this Agreement by giving notice to Customer, (iii) enter upon Customer's Premises and take possession of the Unit and Customer's property stored in the Unit, (iv) expel or remove Customer from the Unit, without being liable for prosecution or any claim of damages, (v) CHARGE CUSTOMER ALL EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY COMPANY THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY CUSTOMER, and/or (vi) pursue any other remedies provided for under this Agreement or at law or in equity. In the event that Company repossesses the Unit, Customer hereby consents to Company attending the Customer's Premises and such repossession and waives Customer's claim for trespass and/or conversion and agrees that Customer shall not hold Company liable for any damage or loss to Customer's property or Customer's Premises arising from said repossession. Company's remedies, including its lien rights, are cumulative and any or all thereof may be exercised instead of or in addition to each other or any other remedies available to Company at law or in equity.

**21. CONDITION OF UNIT UPON TERMINATION; DAMAGE WAIVER.** Upon termination of this Agreement for any reason, Customer shall remove all Customer's personal property from the Unit, unless such property is subject to Company's lien rights pursuant to this Agreement, and shall immediately deliver possession of the Unit to Company in the same condition as delivered to Customer, reasonable wear and tear excepted. **Customer agrees that any personal property left in the Unit shall be deemed abandoned by Customer, and with respect thereto, Customer authorizes Company to remove such property from the Unit and either dispose of it in any manner in Company's sole discretion and without liability to Customer or retain such property as collateral for payment of the removal charges and/or any other amounts due Company. Nothing herein shall be construed as imposing a duty upon Company to store or safeguard the Customer's property. Customer shall be responsible for a clean-out fee of up to \$150.00 plus Customer shall pay for any of Company's out-of-pocket expenses incurred by Company associated with cleaning-up of the Unit and the disposal of such property by Company.** While the Unit is not in Company's possession, Customer accepts all responsibility for theft of or damage to the Unit regardless of Customer's fault or negligence, the fault or negligence of any other person or acts of God (e.g., fire, rain, wind, etc.), and shall reimburse Company for all expenses reasonably incurred by Company to replace or restore the Unit that shall be paid by the Customer as additional rent. Company offers optional Unit damage waiver ("Container Only Option Protection" or "COO") that Customer may purchase from Company. If Customer purchases COO, Company agrees to contractually waive Customer's responsibility for all of the cost of damage however caused to the Unit regardless of fault or possession of the Unit, except that COO shall be invalidated if (a) the Unit is (i) deliberately damaged by Customer, (ii) damaged due to Customer's gross negligence, or (iii) damaged as a direct result of an act of Customer prohibited by the terms of this Agreement or due to the storage of an item(s) prohibited by the terms of this Agreement, (b) Customer fails to make payments for COO, or (c) Customer fails or refuses to provide Company, the police or other authorities with a full report of any accident or vandalism involving the Unit or otherwise fails to cooperate with Company, the police or other authorities in the investigation of any accident or vandalism. **The Container Only Option Protection applies only to the Unit and is not protection for the contents stored in the Unit.**

**22. RELEASE OF INFORMATION.** Customer agrees to be bound by the terms and conditions of Company's privacy policy found online at [www.pods.com](http://www.pods.com) regarding the use and release of Customer's personal information. Customer hereby authorizes Company to release any information regarding Customer and Customer's tenancy as may be permitted by Company's privacy policy or as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including, but not limited to, officials from local and state code enforcement agencies.

**23. NOTICES.** Except as otherwise expressly provided in this Agreement, any written notices or demands required or permitted to be given under the terms of this Agreement may be personally served or may be served by first class mail or certified mail, deposited in the United States mail with postage thereon fully prepaid and addressed to the party to be served at the address of such party provided for in this Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed delivered after deposit in the United States mail, with postage thereon fully prepaid and sent to the last known address of the intended recipient as provided for in this Agreement. In addition, Company may communicate with Customer and provide Customer with any written notices required by applicable law (including lien or auction notices) or otherwise authorized under this Agreement via electronic mail if Customer has provided the Company with an electronic address.

**24. NOTIFICATION OF CHANGE OF ADDRESS.** In the event Customer shall change Customer's place of residence or alternate address, Customer shall give Company written notice of any such change within ten (10) days of the change, specifying Customer's current residence, alternate address and telephone numbers. Failure to provide forwarding information in writing releases Company of any damages that might occur in the event that the Unit must be removed or in exercising Company's remedies upon an event of default. Company assumes no responsibility and will make no attempts to locate Customer if such information has not been provided.

**25. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO JOIN CLAIMS OR DISPUTES WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION, CLASS ARBITRATION OR SIMILAR PROCEDURAL DEVICE.** This Agreement shall be governed and construed in accordance with the laws of the State of California. If any provision of this Agreement shall be invalid or prohibited under California law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Customer agrees to waive their rights to a jury trial for any and all claims made against or through Company. Customer further agrees that Company will be notified of all claims no later than the earlier of sixty (60) days from the initial discovery of the claim or default or sixty (60) days following the expiration or termination of this Agreement and failure to do so will result in the forfeiture of said claim. Any claims by Customer arising under this Agreement must be brought in a court of competent jurisdiction located in geographic area in which Company has its original place of business at the time of commencement of litigation proceedings. Customer waives any objection to the jurisdiction and venue of such courts.

**26. ASSIGNMENT; SUCCESSION; THIRD PARTY BENEFICIARIES.** Customer shall not assign or sublease the Unit or any portion thereof without in each instance the prior written consent of Company. Company may assign or transfer this Agreement without the consent of Customer and, after such assignment or transfer, Company shall be released from all obligations under this Agreement occurring after such assignment or transfer. All of the provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and permitted assigns of the parties hereto. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Notwithstanding the foregoing, any Company Agent is a third party beneficiary of this Agreement, and has the right to enforce the provisions of this Agreement directly against the Customer.

**27. LOCAL ORDINANCES AND REGULATIONS.** Customer acknowledges that Customer's use and placement of the Unit may be subject to county, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules. **Customer assumes full responsibility for identifying and complying with local ordinances and for any fines and/or penalties, monetary or otherwise, resulting from Customer's use or placement of the Unit in violation of such ordinances, rules and/or regulations.** If an authority requires Company to remove the Unit from Customer's premises, Company will attempt to notify Customer of such requirement; provided, however, Customer gives Company full authority to comply with such requirements, and absolves Company of any liability for any resulting damage to Customer's premises or property. Additionally, if Customer is renting or leasing the premises where the Unit is located, other than property owned by Company, and the landlord of the premises requests that the Unit be removed or relocated, Customer gives Company full authority to comply with the landlord's request, and absolves Company of any liability for any resulting damage to Customer's property or the premises and shall indemnify and hold harmless Company from any claims by the landlord for damage to the premises. Customer further understands that should the Unit be removed by any person other than Company, Customer assumes all costs, including, but not limited to, legal fees, and any removal or storage fees that are incurred with the Unit's retrieval and further agrees to pay Company for any damages that are associated with such removal and storage of the Unit.

**28. FORCE MAJEURE.** Company shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

**29. COMMUNICATIONS.** Customer consents that any phone call with Company may be monitored or recorded by Company. Customer understands and agrees that telephonic communications with Company or its Agents may be recorded under the business exception of Florida statute Chapter 934. By providing cellular number(s) to Company, Customer authorizes Company or their agents and/or assigns to contact Customer at such number(s) using any means, including but not limited to placing calls using an automated dialing system, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages, regarding matters relevant to Customer's account, including, without limitation, estimated time of arrivals and pickups of containers, status of Customer's contract, accounts payable, and any other operational or account matters.

**30. RENTAL AGREEMENT UPDATES.** Company may make changes to the terms and conditions of this Agreement from time to time by either making the updated agreement available through Customer's online account or by mailing the updated agreement to Customer's last known address. Company may make such changes, at Company's option, without providing any special notice or upon 30 days prior written notice to Customer.

**31. ENTIRE AGREEMENT.** This Agreement, including all other documents specifically referenced in this Agreement, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. No oral statements or promises from any employee or agent of Company that conflict with this agreement have any binding effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, and agree to be bound by all the provisions of this Agreement.

By **COMPANY: PODS ENTERPRISES, LLC**

**CUSTOMER:**

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

Date: \_\_\_\_\_

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

Cust. ID: \_\_\_\_\_