

Rental Terms and Conditions



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Southern Rental Equipment

Rental Terms and Conditions

1. Lease Term & Rent

- All rentals are billed in full 28-day billing cycles.
- Initial minimum rental term: one (1) full billing cycle.
- Rental begins on the day of delivery and continues until Southern Rental Equipment is notified and the Equipment returns to a Southern Rental Equipment facility.
- Equipment kept beyond 15 days of a billing cycle will be charged for a full cycle.
- Equipment returned prior to the 15th day of the billing cycle will receive a prorated credit for half month.

2. Delivery, Placement, and Pickup

- Customer must ensure site access is flat, stable, and suitable for delivery/pickup.
- Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects.
- If access is blocked, delivery/pickup fees may be recharged.
- Units may only be moved or relocated by Southern Rental Equipment or with prior written consent.
- A minimum of 48 hours' notice is required for relocation requests.

3. Payment Terms

- Payment is due immediately upon receipt of the invoice. Lessor reserves the right to request Payment in advance of the Delivery Date, and Lessee may be required to make payment in advance to secure the Rental. Advance Payments may include initial, final and/or recurring charges and taxes will be applied to applicable invoices.
- All rentals are billed in full 28-day billing cycles in advance, with payment Due immediately after invoice issuance.
- Initial Invoice Charges may include first and last billing cycle charges, delivery and estimated return delivery charges, applicable taxes and any additional charges discussed and quoted.
- Upon expiration of the Minimum Lease Term, the Lessor may make changes to the Lease rate and Return Delivery Charges.
- Late payments incur:
 - A \$35 late fee every 30 days past due.
 - Returned checks are subject to a 25% penalty of the invoiced amount.
 - Customer is responsible for all collection costs, including legal and attorney fees (up to 15% of unpaid debt).

4. Use of Equipment

- Equipment is leased "as is", without warranties of merchantability or fitness for a particular purpose.
- Customer shall not:
 - Modify, alter, or sublease the equipment without written approval.
 - Store hazardous or illegal materials.
- Southern Rental Equipment is not liable for damage or loss to contents stored in units.
- Alternatively, Customer may opt into a Content Insurance Program. Refer to the Content Insurance Program for specific details on coverage, exclusions and restrictions on coverage.
 - www.storageprotectors.com/resources/SUMMARY_OF_COVERAGE_DISCLOSURE.pdf

5. Maintenance and Return Condition

- Customer must maintain units in good condition.
- Return units clean, empty, and undamaged (normal wear excepted).
- Cleaning and damage fees apply if units are returned dirty or damaged. Minimum cleaning fee is \$125 per unit.

6. Insurance

- Lessee agrees, at Lessee's cost and expense, simultaneously with or prior to delivery, to procure, deliver and keep in full force and effect during the Rental term, a valid and pre-paid business auto or truckers insurance policy or policies covering hired autos and trailers for bodily injury and property damage liability and including collision and comprehensive coverage for physical damage and a comprehensive General Liability for hold harmless agreements, both satisfactory to Lessor as to the insurer with a combined single limit of one million dollars (\$1,000,000).
- Lessee is further required to provide a certificate of insurance naming Lessor as "Additional Insured" with regard to the liability coverage and "Loss Payee" with regard to the physical damage coverage for the period from the delivery to until the return of the Equipment.
- Alternatively, Customer may opt into a Damage Waiver Program. Refer to the Damage Waiver Program Addendum for specific details on coverage, exclusions and restrictions on coverage. The Damage Waiver Program is not and shall not constitute a contract for insurance.
 - www.storageprotectors.com/resources/SUMMARY_OF_COVERAGE_DISCLOSURE.pdf

7. Loss or Damage

- In case of damage beyond repair or total loss:
 - Customer must pay the full replacement value.
- Repairs due to misuse or negligence will be billed directly to the Customer.

8. Default and Remedies

- Defaults include but are not limited to:
 - Non-payment.
 - Unauthorized relocation or modification of units.
 - Bankruptcy or insolvency.
- Upon default, Southern Rental Equipment may:
 - Lock the unit.
 - Repossess the unit without court order.
 - Accelerate all outstanding rental obligations.
 - Seek legal remedies and recover associated costs.

9. Indemnity and Liability

- Customer agrees to indemnify and hold Southern Rental Equipment harmless from any claims, losses, or liabilities, including but not limited to:
 - Property damage.
 - Bodily injury.
 - Legal and regulatory violations arising from the use of leased equipment.

10. Taxes and Fees

- Customer is responsible for all applicable sales, use, excise, and property taxes.
- Pass-through fees, permits, and licensing costs are borne by the Customer.

11. Termination and Cancellation

- Rental agreements may be terminated:
 - By Customer: with 15 days' written notice.
 - By Southern Rental Equipment: upon default or at the end of a term.
- Lessee agrees that upon Termination prior to the Minimum Lease Term, Lessee shall pay the remaining payments for the unfulfilled Minimum Lease Term, and any applicable charges related to the Equipment.
- Cancellation of an active order before delivery may incur a 50% charge of the remaining lease term, plus delivery prep and vendor costs.

12. Governing Law and Jurisdiction

- This agreement shall be governed by the laws of the State of Florida.
- Venue for any legal disputes shall be in the county of equipment delivery.

13. Entire Agreement & Modifications

- This document constitutes the entire agreement.
- No oral modifications are valid; all changes must be in writing and signed by both parties.

14. Severability

- If any clause is deemed invalid, the remaining provisions shall remain in full force and effect.

15. Acceptance

By signing this agreement, executing an Order that references this Agreement, taking delivery of the Equipment, or other commercially acceptable methods of acceptance, Lessee agrees to the terms of this Agreement.

Lessee: _____

Signature: _____

Print Name: _____

Date: _____