



E & J TRAILER SALES & SERVICE, INC. TERMS AND CONDITIONS

The undersigned (the “Customer”) hereby acknowledges that they have contracted with E & J Trailer Sales & Service, Inc., an Ohio corporation (the “Company”), for the use of certain services provided by the Company’s (the “Services”) (this “Agreement”), and further acknowledges that they have read, understood, and agree to be bound by the following terms and conditions:

1. PAYMENT TERMS.

1.1. GENERAL PAYMENT OBLIGATIONS. The Customer shall pay the Company all amounts due under this Agreement, including monthly rent, delivery charges, and any associated fees or taxes, without any setoff or deduction. Payments shall be made to the Company at its designated payment address, or as otherwise directed by the Company, on or before the due date specified in the invoice.

1.2. LATE PAYMENTS AND RETURNED CHECKS. Payments not received by the due date shall accrue interest at a rate of 1.5% per month until paid. Returned checks shall incur a \$50.00 processing fee.

1.3. CREDIT CARD AUTHORIZATION. The Customer authorizes the Company to charge all amounts due under this Agreement, including applicable taxes, delivery fees, shipping, and handling charges, to the credit card provided by the Customer.

1.4. PAYMENT UPON DELIVERY. Payment for delivery and any associated services is due in full at the time of delivery. The Customer agrees to provide payment upon completion of delivery services as specified herein. All deliveries and moves are subject to applicable sales tax.

1.5. CUSTOMER’S PERSONAL PROPERTY; LIEN. In the event the Customer defaults on any payment or fails to remove personal property from the Equipment, the Company shall have a lien on such property to secure unpaid amounts. The Company may dispose of any property remaining in or on the Equipment thirty (30) days after retrieval, at the Customer’s expense, without notice or accounting. The Customer remains responsible for all rental charges and any costs incurred under this Section until the Equipment is returned in accordance with this Agreement.

2. LEASE TERM & RENTAL.

2.1. TERM. The Customer may rent equipment, including but not limited to trailers, box trucks, forklifts, man lifts, containers, and similar units (“Equipment”) from the Company for minimum of one (1) month (the “Lease Term”). The Customer is responsible for paying rent for the Equipment each month of the Lease Term, unless otherwise adjusted under this Agreement. The Customer may be subject to a cancellation fee or early termination fee if the rental ends prior to the expiration of the Lease Term. Rent shall be prorated in one-half (½) month increments only, therefore, any Equipment retained beyond the 14th day of any billing cycle will be billed for the full month. The Company shall not be liable for any failure or delay in obtaining, delivering or setting up the Equipment.

2.2. HOLDING OVER; LEASE EXTENSION. If the Customer (i) fails to notify the Company of the intended return of Equipment, (ii) fails to prepare Equipment for removal as required, or (iii) fails to pay all charges upon return, the Lease Term shall automatically extend on a month-to-month basis. During such extended term, the Company may establish a revised rental rate and other charges related to the return of Equipment as deemed appropriate.

3. EQUIPMENT PLACEMENT, RETURN & CONDITION.

3.1. RETURN. The Customer must provide a minimum of ten (10) business days’ prior notice for the return of Equipment. Failure to do so may result in additional costs as further outlined in Section 2.

3.2. PLACEMENT AND SITE REQUIREMENTS. The delivery driver may have limited ability to reposition the Equipment once on site. Equipment must not be placed in low-lying, unstable, or otherwise unsafe areas. The Customer is solely responsible for ensuring delivery and placement site is suitable for the Equipment and for obtaining any necessary approvals, permits,

or clearances. Additional costs may be incurred for extra setup time or labor resulting from site conditions. Equipment placed on the ground is heavy and may cause or incur minor damage, including dents, depressions, scrapes, or scratches, for which the Company is not liable.

If the Company or its authorized agents encounter difficulty completing delivery, retrieval, or placement at the Customer's requested location due to conditions, including but not limited to mud, uneven terrain, or other site conditions, and require additional assistance such as a wrecker or other equipment to complete delivery, retrieval, or placement, the Customer shall be responsible for all associated costs, to be paid at the time of delivery or pick-up, or in accordance with the Company's regular billing cycle.

3.3. TRANSPORTATION AND LOADING OF EQUIPMENT. The Customer acknowledges and understands that the Company advises against transporting, relocating, or moving Equipment while loaded with personal property, materials, or other contents due to the increased risk of damage. If the Customer elects to move loaded Equipment, the Customer does so entirely at its own risk. The Company shall not be liable under any circumstances for any loss, damage, or destruction of the Equipment or its contents resulting from such transportation or movement. By initialing this section, the Customer expressly acknowledges and agrees that it assumes all risk and responsibility for any resulting loss, damage, or additional costs, and releases the Company from any liability, claims, or demands arising from such actions.

CUSTOMER INITIALS: _____

3.4. MAINTENANCE AND USE. The Customer shall maintain all Equipment in good condition, ordinary wear and tear excepted, and shall not make any alterations, modifications, additions, or the like without the Company's prior written consent. The Customer shall perform weekly inspections of the Equipment and promptly notify the Company of any damage, malfunction, or other issue. Equipment shall be used solely for lawful purposes and for storage of personal property. Use for human or animal habitation is strictly prohibited. The Customer shall not store or use hazardous, flammable, or otherwise dangerous materials in or on the Equipment.

3.5. CONDITION; "AS IS." All Equipment is provided and delivered in its "AS IS, WHERE IS" condition. The Company expressly disclaims all warranties, whether express or implied, including but not limited to, any warranty of merchantability, fitness for a particular purpose, condition, watertightness, or non-infringement. The Customer acknowledges and agrees that it has inspected the Equipment and accepts all risks associated with its condition. The Company shall not be liable for any damage, loss, or defect of the Equipment, except as otherwise required by applicable law.

3.6. CLEANING. The Company reserves the right to assess a cleaning fee of up to \$250.00 per piece of Equipment. This fee shall be refundable only if the Equipment is returned in a condition equal to or cleaner than at the time of delivery.

3.7. LOSS OR DAMAGE. Notwithstanding Section 4.3, the Customer assumes all risk of loss, theft, or damage to the Equipment until it is returned to the Company. If the Equipment is damaged and capable of repair, the Customer shall, at the Customer's expense, restore the Equipment to its prior condition. The Customer shall be entitled to any insurance proceeds collected by the Company with respect to such damage, if applicable, and only up to the amount paid by the Customer for the rental.

3.8. INSURANCE. The Customer shall obtain and maintain insurance covering the full replacement value of the Equipment, naming the Company as a loss payee. Failure to pay such insurance shall require the Customer to indemnify and hold harmless the Company for any resulting loss, damage, liability, or expense. The Customer is solely responsible for obtaining and maintaining any insurance covering personal property, contents, or other items stored in, on, or around the Equipment, including but not limited to coverage for fire, water, humidity, mold, or other damage. Under no circumstances shall the Company provide or be liable for insurance or damages to the Customer's personal property or other contents.

4. **ACCESS, USE & COMPLIANCE.**

4.1. RIGHT OF ENTRY. The Customer agrees that the Company may enter the premises where the Equipment is located at any reasonable time, with reasonable notice, for the following purposes: (i) inspecting the Equipment or posting notices, including "Notices of Non-Responsibility" or similar language, (ii) photographing or documenting the Equipment, including any items in, on, or surrounding the Equipment, for promotional, marketing, or other legitimate purpose; or (iii) performing repairs, maintenance, or adjustments to the Equipment as determined necessary by the Company.

4.2. REPAIRS AND COSTS. The Company shall bear the expense of repairs required to address normal wear and tear. The Customer shall be responsible for the cost of all other repairs, including those set forth in Section 3.6. If access for repairs to be provided by the Company is not provided during normal business hours, the Customer shall be responsible for any additional labor costs at applicable overtime rates.

4.3. **CUSTOMER REPRESENTATIONS AND COMPLIANCE.** The Customer represents and warrants that it has the authority to allow the Company and its authorized agents access to the premises and shall not interfere with or obstruct lawful entry. The Customer assumes full responsibility for obtaining and maintaining all licenses, clearances, permits, or other certificates required for lawful operation, use, possession, and occupancy of the Equipment. The Customer agrees to comply with all applicable laws, rules, regulations, and governmental orders relating to the Equipment and shall bear all costs associated with any required licenses, registrations, or renewals.

4.4. **LIMITATION OF LIABILITY.** The Customer shall exercise reasonable care while on the Customer's premises but shall not be liable for incidental or minor damages resulting from entry, inspection, or repair, except to the extent caused by the Company's gross negligence or willful misconduct.

5. **EVENTS OF DEFAULT.**

5.1. **EVENT OF DEFAULT.** Each of the following shall constitute an "Event of Default": (i) failure to make any payment when due and continuation of such failure for ten (10) consecutive days; (ii) failure to perform any other obligation under this Agreement or any agreement with the Company, continuing for ten (10) days after written notice (if capable of cure); (iii) loss, theft, damage, unauthorized transfer, sale, encumbrance, levy, or seizure of the Equipment; (iv) insolvency, dissolution, business failure, assignment for the benefit of creditors, receivership, or bankruptcy proceeding by or against the Customer; or (v) any material misrepresentation by the Customer.

5.2. **REMEDIES.** Upon an Event of Default, the Company may, in addition to any remedies available at law or in equity: (i) declare all amounts immediately due and payable; (ii) terminate this Agreement as to any or all Equipment; (iii) enter any premises where the Equipment is located and repossess it without prior notice or liability, to the extent permitted by law; (iv) require the Customer, at its expense, to prepare the Equipment for pickup; and (v) recover all unpaid amounts, damages, repossession costs, repair costs, attorneys' fees, court costs and collection expenses.

No failure by the Company to enforce any provision shall constitute a waiver. Property remaining in the Equipment upon repossession shall be deemed abandoned and may be disposed of at the Customer's expense without notice

6. **OWNERSHIP & ALTERATIONS.**

6.1. **OWNERSHIP AND TITLE.** Title to all Equipment, including any replacements, substitutes, accessories, or parts, shall remain with the Company at all times. Except as may be expressly granted in a separate written agreement signed by the Company, the Customer is not granted, and shall not have, any option or any other right to purchase the Equipment. All Equipment shall remain the personal property of the Company, whether or not affixed to real estate.

Upon termination of the Lease Term, or upon the occurrence of an Event of Default, the Customer shall allow the Company to remove the Equipment from the premises. The Company shall have the right to remove Equipment without liability for any damage caused to realty, structures, or improvements in connection with such removal. Any modifications, additions, or attachments to the Equipment made by the Customer, whether authorized or not, shall remain the property of the Company unless otherwise agreed in writing

6.2. **TAXES, LIENS, AND ENCUMBRANCES.** The Customer shall keep the Equipment free and clear of all levies, liens, encumbrances, or claims of third parties. The Customer shall comply with all legal obligations, including filing any declarations, returns, or reports related to charges, fees, or taxes (local, state, or federal) levied or assessed in connection with the Equipment's ownership, use, operation, or rental, as directed by the Company.

The Company shall be responsible for any income taxes directly related to its ownership of the Equipment. Should the Customer fail to pay any taxes, fees, or charges required under this section, the Company may, at its discretion, make such payments on the Customer's behalf. The Customer shall promptly reimburse the Company for any such payments, including associated administrative or legal costs, as invoiced by the Company

6.3. **COMPLIANCE WITH LAW.** The Customer shall comply with all applicable laws, regulations, ordinances, and governmental orders relating to the Equipment, including those affecting ownership, use, operation, or storage of the Equipment. Failure to comply shall constitute a default under this Agreement, and the Customer shall remain liable for any resulting costs, penalties, or damages incurred by the Company.

6.4. **MARKING AND IDENTIFICATION.** The Customer shall not remove, obscure, or alter any labels, identification marks, or Company property tags on the Equipment. The Customer shall allow the Company to affix additional identification or branding on the Equipment as deemed necessary.

7. **RELEASE, LIMITATION OF LIABILITY & INDEMNIFICATION.**

7.1. **RELEASE AND COVENANT NOT TO SUE.** In consideration of the Services provided by the Company, the receipt and sufficiency of which are acknowledged, the Customer hereby fully RELEASES, WAIVES, DISCHARGES, and COVENANTS NOT TO SUE the Company and its owners, officers, directors, employees, agents, contractors, successors, and assigns from any and all claims, demands, causes of action, damages, losses, liabilities, or expenses of any kind whether known or unknown, arising out of or relating to: (i) the delivery, placement, pickup, transportation, or use of the Equipment; (ii) the performance of any Services under this Agreement; and (iii) the Company's or its agents' entry upon the delivery or pickup location designated by the Customer (the "Delivery Address"), including but not limited to damage to driveways, sidewalks, curbs, lawns, landscaping, septic systems, irrigation systems, utility lines (whether marked or unmarked), structures, fences, pavement, concrete, asphalt, or other real or personal property.

This release applies to property damage, personal injury, illness, death, economic loss, or any other loss of any kind, whether arising in contract, tort, or otherwise, to the fullest extent permitted under law.

7.2. **INDEMNIFICATION.** The Customer shall indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, damages, fines, penalties, losses, costs, and expenses (including attorneys' fees and court costs) arising out of or relating to: (i) the Services provided under this Agreement; (ii) the Company's possession, use, maintenance, transportation, or storage of the Equipment; (iii) the Company's entry onto the Delivery Address; (iv) any injury to persons or damage to property occurring in connection with the Equipment or Services; or (v) the negligence, misconduct, or breach of this Agreement by the Customer or any of its employees, agents, contractors, tenants, or invitees.

7.3. **SURVIVAL AND ENFORCEABILITY.** The provisions of this Section shall survive termination of this Agreement are intended to be as broad and inclusive as permitted under the laws of the State of Ohio. If any portion is found unenforceable, the remaining provisions shall remain in full force and effect.

8. **MISCELLANEOUS.**

8.1. **ASSIGNMENT.** The Customer may not assign, transfer, convey, or otherwise delegate any of its rights or obligations under this Agreement, or any interest in the Equipment, whether voluntarily or involuntarily, without the prior written consent of the Company.

8.2. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the parties and cannot be amended except in written agreement signed by the parties.

8.3. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. For purposes of litigating any dispute that arises directly or indirectly from this Agreement, the parties hereby submit and consent to the exclusive jurisdiction of the state and federal courts located in Hamilton County, Ohio.

8.4. **ATTORNEYS' FEES.** If the Customer breaches any term of this Agreement and the Company engages counsel to enforce or defend its rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, court costs, collection costs, and other expenses incurred in connection therewith.

8.5. **TIME.** Time is hereby specifically declared to be of the essence in relation to the parties' obligations under this Agreement.

8.6. **SEVERABILITY.** All provisions contained herein are severable and, in the event that any of them should be held to be, to any extent, invalid or otherwise unenforceable, by any court of competent jurisdiction, such provision shall be construed as if it were written to effectuate, to the greatest possible extent, the parties' expressed intent and, in every case, the remainder of this Agreement shall not be affected thereby, but shall remain valid and enforceable as if such affected provision were not contained herein.

The parties hereto acknowledge that they have read, understood, and agreed to all terms and conditions set forth herein.

E & J TRAILER SALES & SERVICE, INC.

CUSTOMER

By: _____
Name: _____
Title: _____

Sign: _____
Print: _____



Customer Name/Number: _____

Date of Delivery: _____

Tractor No. _____

Phone No.: _____

Driver Name: _____

I request and authorize E & J Trailer Sales & Service, Inc. to place a Trailer / Container in my designated location.

Name: _____

Phone No: _____

Delivery Address: _____

Email Address: _____

Signature