



GO MINI'S
Mini Storage On The Go
(866-478-6464)

Locke Mobile Containers, Inc. DBA GO MINI'S
664 West Ash Fayetteville, AR 72703

Serving: Arkansas, Oklahoma and Missouri

ARKANSAS RENTAL AGREEMENT

This **RENTAL AGREEMENT** is made this _____ day of _____, _____, by and between **Locke Mobile Containers, Inc. DBA GO MINI'S** "Lessor", and "Tenant", whose name and address appear hereinafter, for the rental of a self-contained portable mini storage container (the "Container") with GO MINI'S identification number _____. The Container is rented with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder.

1) Container Rental. Lessor and Tenant hereby agree that Lessor rents to Tenant and Tenant rents from Lessor the Container. Tenant has inspected the Container and acknowledges that the Container is satisfactory for the intended use by Tenant. The Container may be used by Tenant for storage either at an address designated by Tenant or at Lessor's storage property.

Initial One

Tenant
Initial _____ Tenant elects to have the Container stored Monthly Rent \$ _____
at the following address:

Tenant
Initial _____ Tenant elects to have the Container stored Monthly Rent \$ _____
at Lessor's storage property.

If Tenant has elected to store the Container at an address other than Lessor's storage property, the Tenant may at a later time request that Lessor transport the Container to Lessor's storage property at the monthly rent set forth above on the terms and conditions set forth in this Agreement.

2) Term. The term of this Rental Agreement shall be on a calendar month basis beginning as of the date first above written and shall continue on a month-to-month tenancy until terminated by either party hereto. Except as expressly provided herein, Tenant will not be entitled to a refund of any prepaid rent under any circumstances, whether or not the Container continues to be in use by Tenant or whether Tenant elects to have the Container picked up by Lessor prior to the end of any monthly rental period.

3) Rent Payments.

a. Amount. The monthly rental for the Container described herein shall be as set forth in paragraph 1 above plus applicable sales tax. The first rental period shall run from the earlier of the day that the Container is delivered to or made available to the Tenant and end on the immediately preceding date in the following month. Each successive monthly rental period shall begin on such day of the month and end at midnight of the preceding day of the following month. For example, if the first rental period begins on July 14, 2004, it will end at midnight on August 13, 2004 and the next rental period will begin at 12:01 a.m. on August 14, 2004 and end at midnight on September 13, 2004. The monthly rental amount may be increased by Lessor giving notice to Tenant not less than thirty (30) days prior to the effective date of such increase. All terms and conditions of this rental agreement shall remain in full force and effect regardless of any such rental increase.

b. When Payable and Late and Return Check Fees. The initial monthly rental shall be due in advance on the date first above written and subsequent monthly rentals shall be due in advance on the first day of each succeeding calendar month. Tenant must pay to Lessor each monthly rental in advance without deduction, prior notice, demand or billing statement, in the amount set forth herein. Should Tenant fail to pay rent by the tenth (10th) day following the due date, then Tenant shall pay a late charge of \$15.00 in addition to any other amounts. If Tenant is delinquent in the payment of rents and other charges for more than thirty (30) days, Tenant shall pay an additional late payment processing fee of \$25.00 for Lessor's costs incurred for handling the delinquent account. Tenant shall pay a \$30.00 return check fee for any Tenant check returned to Lessor on account of insufficient funds in Tenant's bank account.

c. Credit Card Charges. Tenant hereby authorizes Lessor to charge Tenant's credit card for any rent or fees due if Tenant is delinquent for more than thirty (30) days even if Tenant has selected another method of payment.

4) Placement of Storage Container.

a. General. Lessor will normally attempt to place the Container on a paved surface or driveway. Tenant understands that the designated Container "parking" area must have adequate height, depth, width and maneuvering space. Tenant acknowledges that it may be necessary for Lessor to move the vehicle and the Container on a lawn or other unpaved area in order to place the Container in the parking area designated by Tenant. Pursuant to paragraph 9, Tenant hereby relieves Lessor from any and all loss, liability, claim, expense, damage to property or injury to persons arising in connection with the placement of the Container. Tenant acknowledges that Lessor may refuse to place the Container at Tenant's designated parking location for any reason in Lessor's sole discretion and that Lessor may levy a surcharge for what Lessor, in its sole discretion, determines to be a difficult or hazardous placement of the Container which surcharge must be paid to Lessor before Lessor delivers the Container to Tenant if Lessor so demands in its sole discretion.

b. Right to Property. Tenant hereby warrants that Tenant has ownership of the property designated in paragraph 1 or that Tenant is an authorized agent of the owner of such property and that Tenant has the right and authority to permit Lessor's unrestricted entry upon such property as required.

c. Local Ordinances and Regulations. Tenant's use of the Container is subject to county, city, state and local ordinances, rules and regulations including deed and homeowner restrictions. Tenant assumes full responsibility for any fines or penalties, monetary or otherwise, resulting from Tenant's use of the Container. If the Container is required to be moved by a governing agency or authority from Tenant's property or assigned location for the Container, Lessor will attempt to notify Tenant of such requirement. Tenant hereby gives to Lessor full authority to comply with governmental requirements and absolves and holds Lessor harmless for any resulting damage to Tenant's property. If Tenant is renting or leasing the property where the Container is located, other than property owned by Lessor, and the landlord of the property requests that the Container be moved or relocated, Tenant hereby gives Lessor full authority to comply with landlord's request, and absolves and holds Lessor harmless from any liability for any resulting damage to landlord's or Tenant's property.

5) Use of the Container. Tenant shall store only personal property owned by Tenant in the Container. Tenant shall not store any of the following types of property in the Container: (i) property of another or in which another has right, title or ownership interest; (ii) perishable goods, flammable materials, explosives, fuel, improperly contained food products or other dangerous materials; (iii) any personal property or other property which would violate any law or regulation of any government authority; (iv) irreplaceable property, books, records, writings, works of art, heirlooms, precious archives, or other items for which there is no immediate resale or market; (v) objects having emotional value; (vi) records relating to the stored goods; or (vii) property the aggregate weight of which exceeds 10,000 pounds. Tenant acknowledges that the Container is for storage of personal property only and may not be used for human or animal habitation.

6) Packing and Packaging. Tenant assumes full responsibility and liability for packing Tenant's property and packing Tenant's property into the Container and removing property from the Container. Tenant assumes sole responsibility for securing and tying down property for road transportation.

7) **Lock.** A lock suitable to secure the Container shall be provided by Tenant at Tenant's own expense. Lessor shall not receive from Tenant any combinations or keys to such lock.

8) **Alterations, Modifications and Movement.** Tenant shall not make any alterations, modifications or attachments to the Container without Lessor's prior written consent. Tenant shall not move the Container from the location where it is placed by Lessor without Lessor's prior written consent.

9) **All Property Stored By Tenant is Stored At Tenant's Sole Risk and Responsibility and All Property; Limitation of Liability.** Tenant understands and agrees that Lessor does not list, review or inspect the contents of the Container, nor has interest in or concern with the value, quality or type of goods stored in the Container pursuant to this Rental Agreement. Lessor and Lessor's agents, affiliates, authorized representatives and employees and/or GO MINI'S, will not have responsibility for any loss, liability, claim, expense, damage to property or injury to persons arising from the active or passive acts, omissions or negligence of Lessor or Lessor's agents other than solely caused by Lessor's fraud or willful violation of the law (each such loss, liability, claim, expense, and damage is a "Released Claim") including, but not limited to, the placement of the Container as set forth in paragraph 4 above, damage to Tenant's property or other property while the Container is stored at Tenant's or Lessor's designated location, damage occurring during moving of the Container or during over the road transportation, or when the Container is moved by Lessor for Tenant's failure to make required payments to Lessor, and Tenant hereby releases Lessor and Lessor's agents from any and all such responsibility. Tenant waives any right of recovery against Lessor or Lessor's agents for each Released Claim, and Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not be subrogated to any claim of Tenant against Lessor or Lessor's agents.

10) **Contents Insurance is Tenant's Sole Responsibility.** Tenant may obtain insurance from any insurance provider of Tenant's choice. Lessor does not have casualty insurance on Tenant's property. In the event Tenant does not obtain insurance coverage for the full value of the Tenant's property stored in the Container, Tenant will personally assume all risk of loss, including damage or loss by burglary, fire, vandalism, vermin and any other cause. Lessor has not explained any coverage nor will assist Tenant in making any claim under any insurance policy.

11) **Lessor and Third Party Subject to paragraph 20, access to the Container.** Subject to paragraph 20, upon the receipt of two (2) days written notice, Tenant shall provide access to the Container by Lessor, Lessor's agents, police, fire officials or other governmental authorities. Should Tenant refuse or fail to provide access as required, or in the event of emergency or default of any of Tenant's responsibilities hereunder, Lessor, Lessor's agents or any government authority shall have the right to remove Tenant's lock and enter the Container to examine the Container and its contents or to make repairs or alterations or take such other action as appropriate to comply with any city, state or federal law or regulations governing hazardous materials, toxic or chemical substances, or waste or to enforce any of Lessor's rights. In the event the Container has been damaged or Lessor's designated storage location has been damaged in any manner arising from the deliberate or negligent acts or omissions of Tenant, all expenses incurred by Lessor to make repairs including any expenses to cover investigation of site conditions, or work to clean up, remove or restore the Container or comply with any applicable law or regulation shall be paid by Tenant as additional rent and shall be due upon demand by Lessor.

12) **Access to the Container At Lessor's Designated Storage.** If the Container is stored at Lessor's storage property, Tenant will provide driver's license number to Lessor at the time of initial rental of the Container. This number will be used by Lessor to identify Tenant for Tenant to gain access to Lessor's designated storage location and to the Container. This identification shall be given by Tenant to Lessor when requesting access or when scheduling a move or delivery of the Container. Tenant agrees that Lessor shall the right to refuse access to any person who does not provide the correct access identification. Tenant may authorize his representative(s) to have access by notifying Lessor in writing in advance and providing the driver's license number herein referenced. Access to the Container at Lessor's storage property shall be during Lessor's normal business hours.

13) **Compliance with Law.** Storage of hazardous materials in the Container is prohibited by law, and Tenant shall not store, or permit to be stored, any hazardous materials of any kind in the Container. "Hazardous Materials" are defined, for purposes of this Rental Agreement, as any hazardous or toxic chemical, gas, liquid, substance, material, explosive, or waste that is regulated under any local, state or federal law or regulation. Tenant shall comply with all laws, regulations, rules and ordinances of any government authorities governing the use, location and address of placement of the Container.

14) Indemnification by Tenant. Tenant shall indemnify and hold Lessor and Lessor's agents harmless from any loss, liability, claim, expense, damage to property or injury to persons arising from the active or passive acts, omissions or negligence of Tenant including a breach of this Rental Agreement by Tenant including, but not limited to, damage to Lessor's property (including the Container).

15) No Warranties by Lessor. No warranties whether expressed or implied are made by Lessor to Tenant. Further, Lessor makes no guarantees or representations regarding the condition, safety, security or nature of the Container or the Lessor's designated storage location. Tenant hereby acknowledges that he has inspected the Container and hereby acknowledges and agrees that this Rental Agreement does not create any duty, contractual or otherwise, by Lessor to create or maintain any such safety or security.

16) Termination by Tenant. Tenant may terminate this Rental Agreement at the expiration of any monthly term by giving of forty-eight (48) hours prior written notice to Lessor. Tenant hereby acknowledges that the minimum rental term for the Container is one month, and no refund of rents shall be made should Tenant elect to terminate the Rental Agreement before thirty (30) days has expired. Tenant agrees that this Rental Agreement is for month to month, and that NO refunds will be processed. Furthermore, Tenant agrees that on the anniversary date, Lessor will charge the next month's rent in advance to the tenants credit card.

17) Termination by Lessor: Lessor may terminate this Rental Agreement at the expiration of any monthly term by the giving of written notice to Tenant by certified or registered mail not less than seven (7) days before expiration of the term. Further, Lessor may terminate this Rental Agreement immediately upon any default by Tenant on occurrence of any of the following events: (a) Tenant shall fail to pay any installment of the rent required by the Rental Agreement when due; (b) Tenant shall fail to comply with any of the terms, provisions, covenants or requirements of this Rental Agreement between Lessor and Tenant, other than rent, and fail to cure such failure within five (5) days after the written notice thereof to Tenant by Lessor; or (c) Tenant shall abandon the Container. In the event Tenant defaults under any of its obligations under this Rental Agreement, Lessor may pursue any remedies available under this Rental Agreement or applicable law in addition to terminating this Rental Agreement. Lessor's decision to pursue any remedy shall not prevent Lessor from pursuing any other remedy available under this Rental Agreement, law, regulation or otherwise.

18) Surrender of the Container on Termination. Tenant shall remove all of Tenant's property from the Container upon termination, unless such property is subject to Lessor's lien rights described herein or granted by law, and shall immediately deliver the Container to Lessor in the same condition as when delivered to Tenant by Lessor at the beginning of this Rental Agreement, reasonable wear and tear excepted. Tenant hereby authorizes Lessor to remove any personal property left in the Container, and retain such property as collateral for payment of the removal charges and other amounts due Lessor. Tenant must sweep and remove all debris from the Container or a \$25.00 cleaning fee will be added in addition to any other charges. Should Tenant refuse or fail to deliver the Container to Lessor, Lessor may enter upon Tenant's property and take possession of the Container, and Tenant's property stored in the Container, and expel or remove Tenant without being liable for prosecution or any claim of damages therefor. Tenant hereby agrees to pay Lessor on demand for the amount of all loss, liability, claim, expense, and damage which Lessor may incur by reason of termination, whether because of inability to relet the Container on satisfactory terms or otherwise. Lessor's decision to pursue any remedy shall not prevent Lessor from pursuing any other remedy available under this Rental Agreement, law, regulation or otherwise.

19) Lessor's Lien. TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER WHEREVER LOCATED TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE BY TENANT UNDER THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT. SAID LESSOR'S LIEN SHALL NOT LIMIT OR PRECLUDE LESSOR FROM ANY OTHER LIENS OR REMEDIES PROVIDED BY LAW TO SECURE AND COLLECT RENT, INCLUDING THE LIEN AS SET FORTH IN ARKANSAS REVISED STATUTES SECTION 18-16-401 ET SEQ, AS APPLICABLE, AND CUMULATIVE THEREWITH. SHOULD TENANT DEFAULT IN THE PAYMENT WHEN DUE OF ANY INSTALLMENT OF RENT OR OTHER CHARGES DUE AND PAYABLE IN ACCORDANCE WITH THIS RENTAL AGREEMENT. LESSOR MAY SEIZE AND DISPOSE OF TENANT'S PROPERTY AGAINST WHICH A EIN IS ATTACHED UNDER ARKANSAS STATUTES 18-16-406 AND WITH ARKANSAS STATUTES 18-16-407 WHICH PROVIDES

THAT SUCH PROPERTY WILL BE ADVERTISED FOR SALE BY NEWSPAPER PUBLICATION OR BY POSTING, AND BE SOLD TO THE HIGHEST BIDDER AT PUBLIC SALE AT THE LESSOR'S DESIGNATED STORAGE LOCATION OR AT PUBLIC PLACE TO REASONABLY NEARBY. AFTER DELIVERY OF WRITTEN NOTICE OF LESSOR'S CLAIM TO TENANT IN ACCORDANCE WITH THE NOTICE REQUIREMENTS CONTAINED IN ARKANSAS STATUTES 18-16-407 AND CONTINUATION OF THE DEFAULT UNTIL THE 15th DAY AFTER THE DATE OF DELIVERY OF SUCH WRITTEN NOTICE TO TENANT AND THEREAFTER PUBLICATION OF THE ADVERTISEMENT OF SALE WAS PUBLISHED OR POSTED. THE PROCEEDS FROM ANY SUCH SALE, LESS ANY EXPENSES CONNECTED WITH HOLDING AND SELLING OF THE PROPERTY INCLUDING REASONABLE ATTORNEY FEES AND OTHER EXPENSES, SHALL BE APPLIED AS CREDIT AGAINST THE INDEBTEDNESS SECURED BY THE LIEN. NOTICE SHALL BE DELIVERED TO THE TENANT OF ANY SUCH SURPLUS OR DEFICIENCY, AND ANY SUCH SURPLUS SHALL BE DEPOSED OF AS REQUIRED BY STATE LAW, AND TENANT SHALL PAY ANY DEFICIENCY FORTHWITH. FOR THE PURPOSES HEREOF, ANY NOTICE REQUIRED TO BE DELIVERED TO TENANT BY LESSOR SHALL BE DEEMED TO HAVE BEEN DELIVERED WHEN RECEIVED, IF DELIVERED IN PERSON, OR WHEN SUCH NOTICE IS ADDRESSED AND MAILED TO TENANT POSTAGE PREPAID, RETURN RECEIPT REQUESTED, AND DEPOSITED IN A REGULAR MAINTAINED RECEPTACLE FOR THE U.S. POSTAL SERVICE, TO THE ADDRESS PROVIDED BY THE TENANT IN THE RENTAL AGREEMENT OR AT SUCH OTHER ADDRESS AS TENANT SHALL HAVE NOTIFIED LESSOR BY GIVING WRITTEN NOTICE TO LESSOR AT THE ADDRESS SPECIFIED FOR LESSOR IN THIS RENTAL AGREEMENT. LESSOR SHALL NOT BE LIABLE ANY DAMAGE TO TENANT'S PROPERTY FOR ANY REASON WHETHER OCCURRING DURING OVER THE ROAD TRANSPORTATION WHEN THE CONTAINER IS MOVED BY LESSOR FOR FAILURE OF PAYMENT BY TENANT OR IN ANY OTHER MANNER.

20) Entry onto Property. Tenant hereby authorizes Lessor to enter upon the property designated in paragraph 1 above whenever Lessor deems it necessary, in Lessor's sole discretion, to enforce any of Lessor's rights under this Rental Agreement.

21) Release of Information. Lessor is hereby authorized by Tenant to release any information regarding Tenant and Tenant's tenancy as required by law or requested by police or other governmental or law enforcement agencies or courts.

22) Notices. Any notices or demands required to be given under the terms of this Rental Agreement, except as otherwise specifically provided, may be personally served or may be served by first class or certified mail, with postage prepaid and deposited in a U.S. Postal Service mail receptacle, addressed to the party to be served at the address provided for in this Rental Agreement.

23) Change of Address. Tenant shall give notice to Lessor of any change of address different from the address provided in this Rental Agreement within ten (10) days of the change, providing current address and telephone numbers.

24) Assignment. Tenant shall not sublet or assign the Container or any portion thereof without the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Tenant, and by such assignment or transfer, Lessor shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer.

25) Time and Succession. Time is of the essence of this Rental Agreement. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

26) Construction. This Rental Agreement shall be governed and construed in accordance with the internal, substantive laws of the State of Arkansas, without regard to conflict of law principles. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this Rental Agreement shall be invalid or prohibited under such applicable 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 Rental Agreement.

27) Lessor is Independent. Tenant hereby acknowledges and agrees that Lessor is an independent owner and operator of the business which is renting the Container under this Rental Agreement. Tenant acknowledges and understands that Lessor is part of an independent system of dealership operators of GO MINI'S businesses and that GO MINI'S, LLC. is neither liable nor responsible for performance under this Rental Agreement in any respect or manner whatsoever.

28) Entire Agreement and Amendment. This Rental Agreement sets forth the entire agreement between the parties hereto and supercedes any and all prior agreements or understandings with respect thereto. There are no representations, agreements or warranties by or between the parties which are not fully set forth herein and no representative or agent of Lessor or Tenant is authorized to make any representations, agreements, or warranties other than expressly set forth herein. This Rental Agreement may only be amended by writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement on the date and year first above written, and agree to be bound by all of the provisions herein contained.

Tenant has read the Rental Agreement and acknowledges and understands the terms of the Rental Agreement.

TENANT: _____

TENANT ADDRESS:

TENANT PHONES

Home _____

Cell _____

e-mail _____

LESSOR:

CREDIT OR DEBIT CARD AUTHORIZATION

I hereby authorize Lessor to apply monthly rental fees and any other amounts that I may owe to Lessor pursuant to the Rental Agreement to my Credit or Debit Card listed below:

Visa MasterCard
Credit Card ___ Debit Card ___

Number # _____ - _____ - _____ - _____ Security Code _____ Exp. _____

Customer Name (on CC): _____

CC Billing Address: _____

City _____ State _____ Zip _____

Customer Signature: _____ Date: _____

LIMITATION OF LIABILITY AGREEMENT BY CUSTOMER

I, _____ (Customer), hereby acknowledge that I have assigned a parking location for the moving and storage Container rented from Lessor that is located on property owned by me. I further acknowledge that I have been advised that damage to the site could occur, either from maneuvering the vehicle and transport or from the placement, parking, loading and unloading of the Container and that I bear sole responsibility for any damage that may be caused by the same.

I hereby accept full responsibility for any site damage that could occur from any of the above listed causes or otherwise, and do commit to hold *GO MINIS*, Lessor and their agents, affiliates, authorized representatives and employees harmless for any loss, liability, claim, expense, damage to property or injury to person arising therefrom in accordance with the Rental Agreement.

Customer Name (Please Print): _____

Customer Signature: _____

Date: _____

LIENS

I, _____ (Customer) certify that the following are the only persons or entities that possess any lien on any property I will place in the moving and storage Container rented from Lessor and agree to inform Lessor in a writing delivered to Lessor at Lessor's address appearing on the first page of the Rental Agreement immediately if any person or entity obtains a lien on any property I placed in the Container.

Lien Holder

Address

Telephone #

Customer Name (Please Print): _____

Customer Signature: _____

Date: _____