

RESIDENTIAL RENTAL AGREEMENT

Effective Date: _____

This Residential Moving Tote Rental Agreement ("Agreement") is entered into between Bin There Tote That LLC, an Oregon limited liability company ("Company"), and the customer identified below ("Customer").

1. CUSTOMER INFORMATION

Customer Name: _____

Driver's License Number: _____

Billing Address:

City _____ State _____ Zip _____

Delivery Address (if different):

City _____ State _____ Zip _____

Phone Number: _____

Email Address: _____

Emergency Contact:

Phone _____

2. RENTAL ORDER

Rental Start Date:

Scheduled Pickup Date:

Rental Package:

☐ 10 Totes

☐ 25 Totes

☐ 50 Totes

☐ 75 Totes

Other:

Equipment Delivered:

Item	Quantity
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Moving Totes	_____
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Hand Trucks	_____ Standard
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Hand Trucks	_____ Deluxe
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3. RENTAL PERIOD

The standard rental period is fourteen (14) consecutive calendar days, beginning on the delivery date. The Company may agree to extend the rental period based upon equipment availability. Rental extensions are not automatic and must be approved before the scheduled pickup date. If an extension is approved, additional rental fees will apply. Failure to obtain approval for an extension constitutes a late return.

4. DELIVERY

The Company will deliver the rental equipment to the delivery address selected by the Customer. Delivery includes placement of equipment in a reasonably accessible location as determined by the delivery driver.

Drivers are not required to:

- Enter unsafe areas
- Move furniture
- Carry equipment upstairs unless previously arranged
- Enter homes
- Wait while customers pack

Delivery times are estimates and may vary due to:

- Weather
- Traffic
- Mechanical issues
- Prior deliveries
- Events outside the Company's control

5. PICKUP

The Customer agrees to have all rental equipment:

- Empty
- Clean
- Stacked
- Accessible
- Ready for pickup

on the scheduled pickup date.

The Company may charge additional service fees if:

- Equipment is inaccessible
- Equipment remains full
- Pickup cannot be completed
- Additional trips become necessary

If no one is present, the Customer authorizes the Company to retrieve equipment from the agreed pickup location.

6. CUSTOMER RESPONSIBILITIES

The Customer agrees to:

- Use equipment only for moving and storage of personal or business property.
- Keep equipment in a safe condition.
- Protect equipment from theft.
- Prevent misuse by third parties.
- Notify the Company immediately if equipment is stolen, damaged, or missing.
- Return all equipment in substantially the same condition in which it was delivered, excluding ordinary wear and tear.

7. PROHIBITED USES

Customer shall not:

- Modify the totes.
- Paint or label totes permanently.
- Use totes for hazardous materials.
- Use totes for chemicals.
- Use totes for flammable liquids.
- Store animals.
- Store food for commercial resale.
- Use totes for illegal activities.
- Expose totes to excessive heat or open flame.
- Use equipment as ladders, platforms, or scaffolding.

Damage resulting from prohibited use shall be the sole responsibility of the Customer.

8. CONDITION OF EQUIPMENT

Customer acknowledges that all equipment has been inspected before delivery. Unless otherwise noted on the Delivery Inspection Form, all equipment is accepted in good condition.

The Customer agrees to inspect the equipment upon delivery and report any damage within twenty-four (24) hours.

Failure to report damage within this time constitutes acceptance of the equipment's condition.

9. CLEANING REQUIREMENTS

All totes shall be returned:

- Empty
- Dry
- Free of trash
- Free of food
- Free of liquids
- Free of dirt and debris

Reasonable cleaning is included in the rental.

Excessive cleaning resulting from misuse may result in additional charges.

10. DAMAGE, LOSS, AND REPLACEMENT

Customer assumes responsibility for all rental equipment from the time of delivery until the Company has completed pickup.

Customer agrees to pay for any equipment that is:

- Lost
- Stolen
- Destroyed
- Damaged beyond normal wear and tear
- Not returned

Normal cosmetic scratches and ordinary wear from proper moving use are expected and do not constitute damage.

The following replacement charges apply unless the Company incurs a greater actual replacement cost:

Equipment	Replacement Charge
18.75-Gallon Moving Tote	\$20 each
Hand Truck / Dolly	\$150/180 each

If damaged equipment can be repaired, the Company may charge the reasonable cost of repair instead of the replacement charge.

11. LATE RETURNS

The standard rental period is fourteen (14) calendar days. If equipment is not available for pickup on the scheduled pickup date, the Customer agrees to pay the Company's then-current extension or late rental fees until all equipment has been returned. The Company may continue charging rental fees until every item listed on the delivery inventory has been recovered. Failure to return equipment may also result in collection activity or legal action.

12. PAYMENT AUTHORIZATION

Customer authorizes Bin There Tote That LLC to charge the payment method provided for:

- Rental charges
- Approved rental extensions
- Mileage charges
- Damage charges
- Replacement charges
- Cleaning charges
- Additional delivery or pickup trips caused by Customer
- Applicable taxes
- Other amounts owed under this Agreement

The Company will make reasonable efforts to notify the Customer before processing additional charges whenever practical. If a payment is declined, Customer remains responsible for all amounts owed.

13. SERVICE AREA AND TRAVEL FEES

Standard delivery and pickup are included within the Company's normal service area. Deliveries outside the published service area are subject to a travel fee of \$1.00 per mile. Mileage will be calculated using the Company's standard routing method. Additional delivery trips requested by the Customer may also be subject to mileage charges.

14. ACCESS TO PROPERTY

Customer grants the Company permission to enter the delivery and pickup location for the limited purpose of delivering and retrieving rental equipment. Customer represents that:

- They own the property,
- Have permission from the property owner, or
- Have legal authority to authorize access.

The Company is not responsible for delays caused by locked gates, HOA restrictions, inaccessible driveways, pets, construction, or similar obstacles.

15. ASSUMPTION OF RISK

Customer understands that moving household goods involves inherent risks, including but not limited to lifting injuries, falling objects, shifting loads, and property damage. Customer voluntarily assumes all risks associated with:

- Packing
- Loading
- Transporting
- Unloading
- Using the rental equipment

The Company does not supervise or control how the equipment is used after delivery.

16. RELEASE OF LIABILITY

To the fullest extent permitted by Oregon law, Customer releases Bin There Tote That LLC and its owners, members, managers, employees, contractors, and agents from liability for any loss, injury, or damage arising from:

- Customer's use of the equipment
- Improper loading
- Improper lifting
- Overloading totes
- Vehicle accidents involving Customer
- Theft of Customer's property
- Damage to items stored inside the totes
- Injuries caused by Customer
- Damage to third-party property caused by Customer

This release does not apply to liability that cannot legally be waived under applicable law.

17. LIMITATION OF LIABILITY

If the Company is found legally liable for any claim arising from this Agreement, the Company's total liability shall not exceed the total rental charges actually paid by the Customer for the applicable rental.

Under no circumstances shall the Company be liable for:

- Lost profits

- Business interruption
- Lost income
- Emotional distress
- Consequential damages
- Incidental damages
- Special damages
- Punitive damages

to the extent permitted by law.

18. INDEMNIFICATION

Customer agrees to defend, indemnify, and hold harmless Bin There Tote That LLC and its owners, officers, members, employees, contractors, and agents from claims, losses, damages, liabilities, costs, and reasonable attorney fees arising out of:

- Customer's breach of this Agreement
- Customer's negligence
- Customer's misuse of rental equipment
- Injuries caused by Customer
- Damage to third-party property caused by Customer

This obligation survives the termination of this Agreement.

19. CUSTOMER PROPERTY

The Company is not responsible for any personal property left inside totes at the time of pickup. If personal property is discovered after pickup, the Company may:

- Store the property for up to thirty (30) days,
- Charge a reasonable storage or handling fee if applicable, and
- Dispose of unclaimed property in accordance with applicable Oregon law after any required notice period. The Customer remains responsible for retrieving personal property at their expense.

20. INSURANCE

The rental charges do not include insurance for:

- Customer's personal property
- Damage occurring during transportation by the Customer
- Theft
- Fire
- Water damage

- Natural disasters

Customer is encouraged to verify whether coverage may be available under their homeowners, renters, or business insurance policy.

21. DEFAULT

Customer shall be in default of this Agreement if the Customer:

- Fails to make any required payment;
- Fails to return rental equipment as agreed;
- Refuses the Company's lawful access to retrieve equipment;
- Provides false or misleading information in connection with the rental; or
- Otherwise materially breaches this Agreement.

Upon default, the Company may exercise any rights and remedies available under this Agreement or applicable law.

22. COLLECTION COSTS

If Customer fails to pay amounts due under this Agreement, Customer agrees to pay the Company's reasonable costs of collection to the extent permitted by applicable law. These costs may include reasonable attorney fees, court costs, collection agency fees, and other reasonable expenses incurred to collect the debt or recover Company equipment, if awarded or otherwise recoverable under Oregon law.

23. RETURNED PAYMENTS

If any payment is returned, reversed, or declined, Customer remains responsible for the unpaid balance and any fees permitted by law that are actually incurred by the Company as a result of the failed payment.

24. FORCE MAJEURE

The Company shall not be liable for delays or failures to perform caused by events beyond its reasonable control, including but not limited to:

- Severe weather
- Flood
- Fire
- Earthquake
- Pandemic
- Government action
- Labor disputes

- Road closures
- Utility outages
- Mechanical breakdowns
- Acts of God

The Company will make commercially reasonable efforts to resume performance as soon as practical.

25. CUSTOMER COMMUNICATIONS

Customer consents to receive communications relating to this rental by:

- Telephone
- Email
- Text message (SMS)
- Voicemail

These communications may include:

- Delivery reminders
- Pickup reminders
- Payment notifications
- Extension requests
- Account notices

Customer may withdraw marketing communications at any time, but transactional communications related to an active rental may still be sent as permitted by law.

26. ELECTRONIC SIGNATURES

The parties agree that electronic signatures and electronic acceptance of this Agreement shall have the same legal effect as original handwritten signatures to the fullest extent permitted by applicable law.

Electronic copies of this Agreement shall be considered originals.

27. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of Oregon, without regard to its conflict-of-law principles.

28. VENUE

Any legal action arising from this Agreement shall be brought in a court of competent jurisdiction located in Clackamas County, Oregon, unless another venue is required by applicable law.

29. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

30. NO WAIVER

The Company's failure to enforce any provision of this Agreement on one occasion shall not constitute a waiver of its right to enforce that provision or any other provision in the future.

31. ASSIGNMENT

Customer may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.

The Company may assign this Agreement or its rights to a successor, purchaser, or financing entity.

32. ENTIRE AGREEMENT

This Agreement, together with any incorporated policies, schedules, or attachments provided by the Company, constitutes the entire agreement between the parties concerning the rental transaction and supersedes all prior discussions or understandings relating to the subject matter.

33. AMENDMENTS

No amendment or modification of this Agreement shall be effective unless made in writing and accepted by both parties, except that the Company may update generally applicable policies for future rentals.

34. HEADINGS

Section headings are provided for convenience only and shall not affect the interpretation of this Agreement.

35. CUSTOMER ACKNOWLEDGMENT

By signing below, Customer acknowledges that they have:

- Read this Agreement;
- Had the opportunity to ask questions;
- Understand its terms;
- Agree to be bound by its provisions; and
- Represent that all information provided is accurate.

SIGNATURES

BIN THERE TOTE THAT LLC

Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

CUSTOMER

Customer Name:

Signature:

Date:

OPTIONAL CO-CUSTOMER / ADDITIONAL RESPONSIBLE PARTY

Name:

Signature:

Date:

EXHIBIT A – EQUIPMENT INVENTORY

Item	Quantity Delivered	Quantity Returned	Condition at Return
18.75-Gallon Totes	_____	_____	_____
Hand Truck	_____	_____	_____
Deluxe Hand Truck	_____	_____	_____
Other	_____	_____	_____

Customer Initials: _____

Company Representative Initials: _____

EXHIBIT B – DELIVERY & PICKUP RECORD

Delivery Date: _____

Delivery Time: _____

Delivered By: _____

Delivery Notes:

Pickup Date: _____

Pickup Time: _____

Picked Up By: _____

Pickup Notes: