

Remit Payments To:
2140 N Marksheffel Rd.
Colorado Springs, CO 80915
(719) 390-1900

Contact Phone Numbers:
Main Dispatch: (719)390-1900
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Billing: (719)390-1900

Trailer Leasing Contract
NON MOBILE
Lease and Receipt

Lease Number: **sample**
Lessee Phone:
Per:
P.O. Number:

THIS AGREEMENT, entered into this 1 day of January, 2004, by and between Warehouse Options (hereinafter called the Lessor), party of the first part, and SAMPLE CUSTOMER of 1234 Main Street, Colorado Springs, CO 80123 (hereinafter called the Lessee), party of the second part.

WHEREAS, the Lessor is the owner of certain trucking equipment more particularly described as follows:

TYPE	LENGTH	MAKE	YEAR	VIN	UNIT NO.

Receipt of the above equipment at the time and date specified is hereby acknowledged by the party of the second part by signature below. The condition of the trailer is acceptable with no extensive damage. Please note any damage exceptions: none

The purpose of this lease is:

Storage (Unit to be parked on private property and will remain parked for lease term.)
 Over-The-Road

As compensation for the use of said equipment, lessee shall pay the sum of \$125.00 per month in advance, plus applicable sales taxes, a one-time delivery charge of \$50.00 per hour in advance, and a pickup charge of \$50.00 per hour in advance. On monthly rentals, if trailer is returned before a full month rental fee is assessed, then the current daily charge will apply for the number of days used, not to exceed the full monthly charge. The lease shall be in effect for a period of Month-to-Month, and lease may be renewed after that period so long as mutually agreed upon by lessor and lessee.

Delivery Instructions:

Delivery Address: **1234 Main Street, Colorado Springs, CO 80123**

Special Provisions:

IN WITNESS THEREOF, the above parties have read the conditions on both sides of this agreement and have executed this agreement on the day and year above written.

X
Lessor: **Warehouse Options, Inc.**

X
Lessee: **SAMPLE CUSTOMER**

Print Name

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. That the equipment described on the reverse side of this agreement is owned by the party of the first part and is hereby leased to the party of the second part.
2. That the said equipment shall be under the complete and exclusive control of the Lessee at all times.
3. Said Lessee hereby agrees to maintain said equipment and to return the equipment to Lessor (or its agent) at the end of the lease period in the same condition as it was received. Any repair costs incurred at the time of return will be in addition to compensation charges incurred.
4. If and at any time during continuance of this agreement any cargo or any other property belonging to or in the custody of Lessee, his agent(s), employer(s), or employee(s), is left within or without any vehicle stored or parked in any garage or other storage place or parking area owned or operated by Lessor, the same shall be at Lessee's sole and complete risk and Lessor assumes no responsibility for the safety and care thereof during such storage. Lessor shall under no circumstances be liable for damage to property owned by or in custody of Lessee, his agent(s), employer(s), or employee(s) and Lessee shall and hereby agrees to indemnify and save harmless Lessor from and against all loss, liability, claims and expense arising out of or relating to any such property, or loss or damage thereto or loss of use thereof.
5. That from the time when the Lessee takes possession of the Leased vehicle until Lessee returns possession thereof to the Lessor (or its Agent) the Lessee shall be solely and exclusively liable for any and all personal injury or property damage (or both) related to the use of the Leased vehicle, and shall be liable to the Lessor for any damage or injury to the vehicle including the loss thereof, regardless of how caused (except where caused by an act of Lessor or its Agent). Lessee agrees to provide standard automobile liability insurance, with Lessor as a qualified insured, against all risk or loss or damage to persons or property. The liability insurance to be furnished by Lessee shall not be less than \$100,000 for each person injured, subject to the limit of \$300,000 for all injuries resulting from any one accident and a limit of \$50,000 for damages to property resulting from any one accident. Lessee further agrees to indemnify and hold Lessor and its insurers harmless from any and all claims for injury to persons or damage to property and from any and all expenses incurred in the defense of any such claims. Lessee further expressly agrees to indemnify the Lessor or its insurance company for any and all loss, damage, cost and expense paid or incurred by the Lessor or its insurance company because of injuries or damages sustained by occupants of said vehicle, in states where the law makes Lessor or its insurance carrier liable for injuries to occupants of said vehicle or damages resulting from the operation of said vehicle in violation of any of the terms and conditions set forth in this agreement.
6. It is agreed that upon failure to pay rent in excess of thirty days or if default is made in any of the terms hereof, Lessor has the right to cancel or terminate this Leasing Contract at any time with or without cause and without any liability for so doing, and demand that the vehicle be returned to the station from which obtained. In the event Lessee shall fail or refuse to return said vehicle as aforesaid, Lessor shall have the right to take possession of said vehicle and remove the same and for that purpose to enter any premises where said vehicle shall be without being liable to any suit action, defense or other proceedings by Lessee or anyone else. If vehicle shall have any merchandise loaded upon it, same shall not be released until full charges have been paid. And Lessor shall have a lien on all contents as security for all unpaid charges.
7. Units not to be moved or used for any purpose other than storage unless agreed to by Warehouse Options Mobile Mini-Warehousing, Inc. in writing. Lessee agrees not to use said vehicle for the transportation of persons or property for hire, express or implied, nor to use it in violation of any federal, state or municipal law, ordinance, rule or regulation governing the use or return thereof, nor to remove it from the state wherein rented without the written consent thereto of Lessor. Nor shall said vehicle be operated in an overloaded or improperly loaded condition.
8. Lessee's signature attests financial responsibility, ability and willingness to pay our invoices in accordance with our terms. Lessee agrees to pay reasonable attorney fees, plus interest of 2% per month, plus \$10.00 carrying charge per invoice, in the case of nonpayment of invoice in accordance to our terms. Our terms are NET 10 DAYS. Returned checks will be charged a fee, as printed on Invoices.
9. Lessee acknowledges that said vehicle is the property of Lessor and that he has received it in good mechanical condition and that no repairs, adjustments or replacements of any parts will be made without Lessor's prior express authorization.
10. USE OF VEHICLES under this Lease is permitted only in the conduct of Lessee's business in the state of Colorado and only for lawful purposes. No Vehicle shall be used off of an improved road or for transportation of passengers or of material designated as extra hazardous, radioactive, flammable or explosive. Lessee will permit the Vehicles to be operated only by safe and careful drivers who are qualified and properly licensed in accordance with the laws of the jurisdictions where such Vehicles are used. All operators of the Vehicles will be conclusively presumed to be the agents, employees or servants of Lessee and not of Lessor. Upon any complaint from Lessor specifying illegal, negligent, reckless, careless or abusive handling of the Vehicles, Lessee shall promptly take such steps as may be necessary to stop and prevent the recurrence of any such practice. Lessee shall in all respects comply, and cause all persons operating the Vehicles to comply, with all applicable requirements of law (including but not limited to rules, regulations, statutes and ordinances) relating to the licensing, maintenance and operation of the Vehicles (including weight limitations, tire requirements, load, axle and spring limits); and with all terms and conditions of policies of insurance relating to the Vehicle. Lessee shall immediately notify Lessor of any change of place of permanent garaging of any Vehicle. Lessee agrees that it will not load any Vehicle in excess of (i) the payload capacity noted in the manufacturer's specifications for such Vehicle or (ii) the maximum amount permitted by applicable law.
11. LIABILITY IN THE EVENT OF THEFT OF THE LEASED VEHICLE. The Lessee shall be solely responsible to maintain and to properly secure the leased unit during the term of this lease. In the event of theft of this leased vehicle from the possession of the Lessee during the term of the lease and any extension thereof, the Lessee shall be solely responsible for, and shall be liable to the Lessor for, the value of the Leased vehicle. The value of the vehicle shall be the fair market value of the vehicle at the time the vehicle was stolen.