

RENTAL AGREEMENT

THIS AGREEMENT is made effective as of the _____ day of _____, 20____, by and between STOWAWAY MOBILE STORAGE, INC., an Illinois corporation, (hereinafter called "Stowaway"), whose address is 982 Iron Horse, Monticello, IL 61856, and _____, hereinafter called "Tenants".

Stowaway is in the business of owning and renting mobile storage units ("Units") to individuals or companies on a monthly basis. The mailing address of the storage facility is PO Box 160, White Heath, IL 61884. Telephone number 217/762-7800.

Tenant wishes to lease one or more mobile storage units from Stowaway;

NOW, THEREFORE, in consideration of the mutual terms, conditions, obligations and promises herein contained, the undersigned parties hereby agree as follows:

1. DESCRIPTION OF RENTED UNITS. Stowaway hereby rents to Tenant, and Tenant hereby hires and rents from Stowaway, upon the terms and conditions hereinafter set forth, the following Units (hereinafter collectively referred to as "Unit"):

Unit # _____	Price _____	Delivery Fee _____	Pickup Fee _____
Unit # _____	Price _____	Delivery Fee _____	Pickup Fee _____
Unit # _____	Price _____	Delivery Fee _____	Pickup Fee _____

2. RENT PAYMENT. Tenant hereby agrees to pay Stowaway as rental \$ _____ each per unit, plus applicable sales tax per month, without deduction, demand, prior notice or billing statement, on the first day of each rental month. You will be billed upfront by Stowaway for the first month's rent. Stowaway will prorate Tenants' rental payment for the final month based on the initial delivery date and a 30-day cycle. If the monthly rental is not paid within seven (7) days of the due date, a late charge of \$20.00 will be assessed.

3. RENTAL ADJUSTMENTS. The monthly rent and/or other fees as noted above may be adjusted by Stowaway effective the following month with written notice by Stowaway to Tenant specifying such adjustment, which such notice shall be given not less than thirty (30) days prior to the first day of the month for which the adjustment shall be effective. Any such adjustment in the monthly rent shall not otherwise affect the terms of this Rental Agreement and all other terms of this Rental Agreement shall remain in full force and effect.

4. TERM. The term of this Rental Agreement shall commence as of the date written above and shall continue a month to month occupancy until terminated. If Tenant is in possession of a Unit of the first business day of a month then the month to month occupancy shall be considered renewed for that month.

5. MODIFICATION TO UNITS. Tenant hereby agrees that he shall not make any modifications, alternations, adaptation, adjustment or variations whatsoever to the Unit, including but not limited to performing any type of welding on the Unit without the specific written authorization of Stowaway.

6. CONTENTS OF AND RETURN OF UNIT. Tenant acknowledges and agrees that the Unit is not suitable for the storage of precious, invaluable or irreplaceable property such as (but not limited to), books, records, heirlooms, writings, works of art, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Tenant and records or receipts relating to the stored goods. Tenant agrees that the value of any such items shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted. Tenant acknowledges that the Unit may be used for storage only, and that use of the Unit for the conduct of a business or for human or animal habitation is specifically prohibited. Upon termination of this Rental Agreement, Tenant shall remove all Tenant's personal property from the Unit unless such property is subject to Stowaway's lien rights as referenced in paragraph 10 and shall immediately deliver possession of the Unit to Stowaway in the same condition as delivered to Tenant on the commencement date of this Rental Agreement, reasonable wear and tear excepted. Upon return of the Unit, Tenant agrees to clean the Unit thoroughly and empty it of all contents or to pay Stowaway for the cleaning and emptying necessary to restore the Unit to the same condition as delivered to Tenant.

7. INSURANCE AND RISK OF LOSS OF CONTENTS. ALL PERSONAL PROPERTY IS STORED BY TENANT AT TENANT'S SOLE RISK. INSURANCE IS TENANT'S SOLE RESPONSIBILITY. TENANT UNDERSTANDS THAT STOWAWAY WILL NOT INSURE TENANT'S PERSONAL PROPERTY. To the extent Tenant does not obtain insurance

coverage for the full value of Tenant's personal property stored in or on the Unit, Tenant agrees Tenant will personally assume all risk of loss, including but not limited to all damage or loss by burglary, fire, wind, water, vandalism, vermin or other casualty occurring during loading, transport or storage. Tenant acknowledges that the Unit shall be transported in a manner customary for such Units and accordingly, the Unit and its contents are subject to the ordinary hazards involved in transportation and the Tenant hereby releases and shall hold harmless Stowaway and its members, employees, agents and/or subcontractors in connection with the transportation of the Unit. Tenant agrees to bear all risks in connection with any possible breakage or damage to the contents of the Unit and agrees to store, package and protect all items placed in the Unit in such a way as to eliminate the possibility of damage to such contents from the ordinary handling and transportation of the Unit. Tenant acknowledges that temperatures and humidity levels within the Unit can vary widely, from 100% of minimum temperature to up 150% of maximum ambient temperatures. Stowaway and its agents, affiliates, and authorized representatives will not be responsible for, and Tenant hereby releases and holds harmless Stowaway and its agents from any responsibility for, any loss, liability, claim expense, damage to property or injury to persons ("Loss") that could have been insured (including without limitation any Loss arising from the active or passive acts, omission or negligence of Stowaway and its agents (the "Released Claims"). Tenant waives for Tenant and Tenant's heirs, personal representatives, successors and assigns any right of recovery against Stowaway and its agents for the Released Claims, and Tenant further expressly agrees that the carrier of any insurance obtained by Tenant shall not be subrogated to any claim of Tenant against Stowaway and its agents.

8. **LIMITATION OF STOWAWAY'S LIABILITY.** Stowaway and its agents, successor, or assigns will have no responsibility to Tenant or to any other person for any loss, liability, claim, expense, damage to property or injury to persons ("Loss") from any cause, including without limitation, Stowaway's and its agents' active or passive acts, omissions, negligence, unless the Loss is directly caused by Stowaway's fraud, willful injury or willful violation of law. Tenant shall indemnify and hold Stowaway and its agents harmless from any loss incurred by Stowaway and its agents, successors, or assigns in any way arising out of Tenant's use of the Unit or Units rented hereunder. Tenant agrees that Stowaway's and its agents' total responsibility for any Loss from any cause whatsoever will not exceed a total of \$500.00.

9. **PROHIBITED USE AND CONTENTS.** Tenant agrees that he will not use the Unit for any unlawful or immoral purpose. Tenant agrees that he will not store in the Unit any items which shall be in violation of any order or requirement by any local, state or federal governmental unit or agency, or do any act or cause to be done any act which creates a nuisance in or upon or connected with said Unit because of Tenant's use during said term. Tenant covenants and agrees not to store property in the unit, under any circumstance, that contains or has ever contained gasoline or any other flammable or combustible material. Tenant also covenants that no uniform commercial code financing statement exists on any property placed or to be placed in the rented premises except as noted on page two (or the reverse side) of this document. If any financing statement hereinafter exists on any property placed in the premises, Tenant shall notify Stowaway in writing by personal delivery of a copy of such financing statement.

10. **LIEN UPON THE CONTENTS.** In addition to any lien as provided by law, but not in lieu thereof, Stowaway shall have at all times a valid contractual lien for all rentals or other sums of money becoming due hereunder from Tenant upon all items situated in the Unit, either now or in the future. Upon default by Tenant, Stowaway may enter upon the premises of the Tenant, including if necessary the removal of any lock placed on said Unit by Tenant, and take possession of the Unit and all items of property situated within the Unit, without liability for trespass or conversion. Stowaway may sell said items at a public or private sale after first giving notice according to the laws of the State of Illinois.

11. **RIGHT TO ENTER, INSPECT AND REPAIR UNIT.** Tenant shall grant Stowaway and its agents or the representatives of any governmental authority, including police and fire officials, access to the Unit upon three (3) days prior written notice to Tenant. In the event Tenant shall not grant access to the Unit as required, or in the event of any emergency or upon default of any of Tenant's obligation under this Rental Agreement. Stowaway and its agents or the representative of any governmental authority shall have the right, but not the obligation, to remove Tenant's locks and enter the Unit for the purpose of examining the Unit or the contents thereof, or for the purpose of making repairs or alterations to the Unit and taking such other action as may be necessary or appropriate to preserve the Unit, or to comply with applicable law including any applicable local, state or federal law or regulation governing hazardous or toxic substance, material or waste, or to enforce any of Stowaway's rights. In the event of any damage or injury to the Unit arising from the negligent or deliberate act or omissions of the Tenant, or for which Tenant is otherwise responsible, or if Tenant fails to remove all personal property from the Unit upon termination of this Rental Agreement, all expenses reasonable incurred by Stowaway to repair or restore the Unit or the Property including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any local, state or federal law or regulation or agency regulating any hazardous or toxic substance, material or waste, shall be paid by the Tenant as additional rent and shall be due upon demand by Stowaway.

12. **TERMINATION AND DEFAULT.** Stowaway may terminate this Rental Agreement at the expiration of any term by giving written notice to Tenant by certified or registered mail not less than seven (7) days before expiration of the term, or two (2) days of

Tenant is in default under the Rental Agreement. Tenant may terminate this Rental Agreement at anytime by giving two (2) days oral or written notice to Stowaway; however, no deposit will be returned to Tenant if less than ten (10) days written notice is given. If Tenant defaults under any of his obligations under this Rental Agreement, Stowaway may pursue any remedies available to it under applicable law or this Rental Agreement. Stowaway's decision to pursue one remedy shall not prevent Stowaway from pursuing other available remedies. Tenant shall pay for all Stowaway's costs of collection incurred by Stowaway due to default by Tenant, including, but not limited to, attorney's fees, court costs, publication costs, auction fees, and any other expense incumbent to collection..

13. CHANGE OF ADDRESS AND NOTICES. In the event Tenant shall change Tenant's address or alternate name and address as set forth in this Rental Agreement, Tenant shall give Stowaway written notice signed by Tenant or any such change within ten (10) days of the change, specifying Tenant's current address and alternate name, address and telephone numbers. Changes of addresses or telephone numbers cannot be effected through the listing of such information on return envelopes or checks. Except as otherwise expressly provided in this Rental Agreement or by law, any written policies or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail deposited in the United States mail with postage thereon fully prepaid and addressed to the party at the address provided for in this Rental Agreement. Service of any such notice o demand shall be deemed complete on the date of deposit with postage thereon in the United States mail or upon delivery, if personally delivered.

14. NO WARRANTIES, ENTIRE AGREEMENT. Stowaway hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Unit and Tenant hereby acknowledges as provided in paragraph 1 above, that Tenant has inspected the Unit and determinated that the unit in its present condition is suitable for any use contemplated by Tenant and hereby acknowledges and agrees that Stowaway does not represent or guarantee the safety or security of the Unit or the Property or of any personal property stored therein, and this Rental Agreement does not create any contractual obligation for Stowaway to increase or maintain such safety or security. This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereof. With the exception of posted rules and regulations as noted in paragraph 12, there are no representations, warranties or agreements by or between the parties which are not fully set forth herein and no representative of Stowaway or its agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This Rental Agreement may only be amended by a writing signed by the parties.

15. LOCKS. Tenant acknowledges that any lock for the Unit shall be provided by Tenant at Tenant's expense and that, if Tenant is delinquent in the payment of rent hereunder, Stowaway reserves the right to place a second lock upon any Unit then rented to Tenant until Tenant's rent arrearage has been paid in full.

16. NONASSIGNABILITY; NOT A CONVEYANCE. This Rental Agreement shall, in no event, be construed as a conveyance by Stowaway or an estate in land and Tenant shall have no right to assign this agreement or sublet this Unit.

17. ENTIRE UNDERSTANDING. This Agreement contains the entire understanding of the undersigned parties, and all other agreements or understandings, whether oral or written, are merged herein and superseded hereby.

18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Should any provisions of this Rental Agreement be determined to be invalid by a court of competent jurisdiction, that determination shall in no way affect any other provisions of this Rental Agreement.

STOWAWAY MOBILE STORAGE, INC.
An Illinois corporation,

BY _____
Authorized Agent
982 Iron Horse, Monticello, IL 61856

Tenant
Address: _____

Telephone: (Home) _____
(Cell) _____
E-Mail: _____

_____ I hereby authorize Stowaway to deduct my monthly payment by a credit card which I have given to an authorized agent of Stowaway.