

© Allstate Container, Inc. 24 Jasmine Lane, Valley Stream, NY 11581 Tel: (718) 701-2141, Fax: (718) 701-1048 Toll Free: (877) 247-8800 Email: <u>sales@allstatecontainer.com</u> Web: <u>www.allstatecontainer.com</u>

## LEASE AGREEMENT

ALLSTATE CONTAINER, INC. leases the container(s) listed below to the Lessee on the following terms for the agreed amount starting on ..... /..... :

CONTAINER TYPE	CONTAINER NUMBER (S)	INITIAL CHARGES	MONTHLY RENT
		(Delivery+Return+3 Months Rent)	
	TOTAL:		

## TERMS AND CONDITIONS OF LEASE

## PAYMENT:

**Time of Payments:** Minimum lease period is 3 months. Total of Initial Charges (total of 3 months rental and transportation expenses for delivery and return of each container) is due upon signing of this agreement. Following the initial 3 months, Lessee will receive a monthly invoice from Lessor. This invoice will be dated on, or around, the 15th with payment due by the 10th of the following month. The invoice will cover the monthly rental (1st-31st) for the month in which the invoice is printed. The first month of rental following the initial 3 months will be prorated.

Method of Payments: Payment must be made by check or money order; it must be payable to Allstate Container, Inc. and must be directed to: 24 Jasmine Lane, Valley Stream, NY 11581.

**INDEMNITY:** The Lessee confirms that as of the time/date of pick up all responsibilities and liabilities rests with the Lessee who will indemnify the Lessor against all claims and expenses arising from the leasing and use of the container(s) listed above.

**DELIVERY:** Upon the completion of a signed lease agreement and receiving the initial payments delivery will be made within 2-5 working days. Delivery is made by a third party trucking company therefore Allstate Container, Inc. shall have no liability whatsoever for loss or damage due to late delivery or non-delivery of the container(s) subject to this agreement.

**DELIVERY CONDITION:** Unless otherwise stated, container(s) covered by this agreement are leased "AS IS" "WHERE IS", are not new and no warranty is given or implied whatsoever including but not limited to the containers physical condition, (including any damage, wear and tear, rust, etc.) at time of leasing and the Lessee shall have no claim against Allstate Container, Inc. in respect therefore. Allstate Container, Inc. will maintain the container(s) throughout the lease period and regular maintenance repairs are free of charge.

USE OF EQUIPMENT: Container(s) listed in this agreement are not suitable for cargo shipment; they are strictly for ground storage.

**OWNERSHIP:** Ownership of the nominated container(s) always remains with the Lessor.

ENDING THE LEASE: To end the lease, 2 weeks notice is required. The unit will be picked up in two weeks from the date lease ended.

**RETURN CONDITION:** Save only for fair wear and tear, the container(s) shall be returned at the end of the term to the lessor's nominated depot located at..... in the same condition as when taken on lease.

**RECOVERY:** Failure to make payments as per terms of lease gives the lessor the right to enter land and premises to recover possession of the container(s). All Costs of recovery and/or repairs to return the container(s) to on hire condition being a charge upon the Lessee.

JURISDICTION AND LAW: ALLSTATE CONTAINER and Lessee agree that any claim or controversy, directly or indirectly arising out of or relating to this lease, may be litigated in the state or federal courts located in the State of New York, and Allstate Container, Inc. and Lessee hereby consent to be subject to the jurisdiction of such courts.

**ENTIRE AGREEMENT:** It is understood and agreed that this lease agreement embodies the complete understanding of Lessee and Allstate Container, Inc. relative to this lease and that the terms and conditions of this agreement may not be revised or modified in any way except by a written instrument specifically purporting to do so signed by Lessee and Allstate Container, Inc.

ALLSTATE	CONTAINER,	INC.
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LESSOR

(Name / Title)			
X			
	LESSEE	DATE: / /	
(Name / Title) X			