



1-866-533-7368

DART PORTABLE STORAGE, INC.

dartportablestorage@dart.net

Send All Checks To: Dart Portable Storage, PO Box 64110, St. Paul, MN 55164

Rent Payable to Dart Portable Storage;

Trucking Payable to Dart Transit Co.

TERMS & CONDITIONS OF SERVICE

Last Updated February 9, 2019

**These terms and conditions of service ("Terms") apply to all equipment Customer rents from DPS. All terms of the equipment rental shall be set forth below in these Terms. No other terms and conditions, whether provided by Customer or DPS shall apply, unless Customer and Dart Portable Storage ("DPS") agree to alternative in terms in a written, signed (electronic signature accepted) agreement.

LEASE TERM FROM DELIVERY DATE:

All rentals will be charged at least 1 month from the delivery date; no proration will occur for rentals less than 1 month. All rentals will automatically renew for one month periods.

CHARGES:

Rental charges are payable to Dart Portable Storage, Inc. Any equipment loss damage waiver charges will be added to the monthly equipment rental charge. Sales tax will apply to the monthly rental and equipment loss damage waiver charges.

Transportation charges are payable to Dart Transit Company. Charges for pick up, transfer, and drop off will be the Customer's responsibility.

BILLING NOTES:

- 1. All Charges above are based on a Monthly Billing Cycle.***
- 2. Payment in full is due upon receipt of invoice.***
- 3. Any month your payment is not in full and/or is more than 20 days late, a fee of \$5.00 will be applied.***
- 4. You or your representative must pay the first month's rent and transportation charges at the time of delivery.***
- 5. Dart Transit reserves the right to charge an additional handling fee for loads weighing more than 6,000 lbs.***
- 6. Extra stops (beyond 1 delivery and 1 pick-up) may be subject to extra charge by Dart Transit Company. Contact Dart Portable Storage for details.***
- 7. Sales tax shall be adjusted to the applicable rate based on the Equipment's location.***
- 8. DPS trailers may not travel more than 200 miles in one month. Mileage in excess of 200 per month will result in an excess mileage fee of \$0.50 per mile.***

By providing credit or debit card information, or bank information, you authorize Dart Portable Storage and Dart Transit Company to charge the accounts on file for any & all amounts due under these Terms on a recurring monthly basis.

LIEN RIGHTS/PUBLIC SALE: DPS has a lien on all personal property stored pursuant to this Agreement. Upon default, DPS may deny access to personal property within Equipment and may enforce its rights in an appropriate court of law or by private or public sale of the personal property subject to DPS' lien.

Dear Valued Customer,

Thank you for choosing Dart Portable Storage for your temporary storage needs. At DPS we're proud to serve you with high quality storage solutions and top-notch customer service, all at value prices. We want your experience with DPS to be stress-free. So let's walk through what you can expect from DPS and what we expect from you.

Expectation #1: You can choose from a variety of equipment options.

We have several sizes of high-quality steel storage containers, plus storage and shuttle trailers, as well as mobile offices for construction sites and other projects where you need an on-site office facility. Containers, trailers, and offices (collectively the "Equipment") are not designed to be 100% wind and water tight, but our units are some of the best in the industry and are constructed from high-quality materials.

We offer 10', 15', 20', 25', 40', and 53' steel containers in single door and double door configurations. Some containers have doors at each end; others have doors at only one end. We have office sizes of 20' Full, 40' Full, 10' Office/10' Storage Combo, and 15' Office/25' Storage Combo. Call us to hear about availability.

We offer 53' storage and shuttle trailers designed for temporary storage at warehouses, stores, and distribution centers. These are a great solution for customers who don't need the trailers to travel great distances, but instead need trailers for limited, short movements between facilities.

Our newest offering is 40' mobile offices perfect for construction sites, sports facilities, festivals and events of all kinds. Set up a command center for your project or event, right on site!

Whether you're looking for containers, trailers or offices, DPS has the Equipment for you.

Expectation #2: You will enjoy high levels of customer service.

Our team of trained representatives can help you come up with the storage solution that makes the most sense for you and your needs. We can serve residential customers throughout Minnesota and Western Wisconsin, and commercial customers throughout the upper Midwest.

DPS works with the Dart Network, so we have the advantage of working with Dart Transit Company, the largest, premiere trucking company in Minnesota, to provide transportation services seven days a week. With sufficient notice, we can help you plan convenient pick up or delivery times.

Expectation #3: Your storage solutions will come at great prices.

No one can provide a better value price for the flexible service and quality Equipment we provide our customers!

Section A - Terms of Storage:

Nothing comes without risk. That's true in business and in life. Storms damage buildings. Thieves break into homes. Condensation forms in changing temperatures. Glass is fragile. Accidents happen. You the customer are **solely responsible** for any loss or damage to your goods, whether the result of natural acts, moisture intrusion, the acts of third parties, or damage to your goods resulting from shifting inside the container. **Dart Portable Storage and Dart Transit Company are only responsible for damage they in fact cause, not for anything else.** We want to help minimize the risk of storing your goods in our Equipment. Here are terms, conditions and suggestions for safe storage of your goods in, or using, our Equipment.

- 1) **You're responsible for loading, packing, securing, and unloading.** DPS and Dart Transit Company are NOT responsible for any loss or damage that may occur to your goods during loading, unloading, transporting, or storing your goods, including but not limited to while we are ramping the Equipment on and off the truck. **Make sure you pack your contents securely to prevent shifting during transportation.**
 - a) **The containers get tipped up and down during loading and unloading so pack your goods accordingly.** The containers are lifted onto and off of trucks for transport. When this is done the containers themselves are tipped to near 15-degree angles (see picture below). It is imperative that you package and secure your goods properly to protect them against damage. Use straps for bigger, bulkier items like appliances and furniture to securely attach the items to the walls.



- b) **Pack fragile items carefully.** If you have anything fragile such as crystal, china or sentimental breakables, pack these items in bubble wrap in a solid box. Place these boxes in a higher, well-packed, steady location. Consider blankets to protect from scratches and dents during shifting. **We do not recommend storing especially valuable, irreplaceable or delicate items in the Equipment.**



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- c) **Less light, less risk of shifting contents.** To reduce the chance of damage, pack the Equipment as tight as possible. If no light reaches the floor, your goods are less likely to shift around in the Equipment and your belongings are more safely stored.
- d) **Take advantage of tips and tricks.** Many useful resources are available online and at your local library to help you understand how to most securely pack your goods. See, for example, http://www.moving.com/moving-containers/pack_portable_storage.asp.
- 2) **The Equipment is not climate-controlled.** Temperature changes outside can impact goods inside the Equipment. Condensation can form causing water-related damage, or even mold over time. Items can freeze, melt or warp as temperatures fluctuate and seasons change. To prevent mold, mildew or odors, consider using moisture absorbers, available at your local home improvement store. **Again, we recommend you do not store especially valuable, irreplaceable or delicate items in the Equipment.**
- 3) **You provide your own locks.** You must provide your own locks to protect your goods from theft loss. DPS is not responsible for theft loss of your goods. When you store goods in some of our 10', 20', 40', or 48' containers, you can take advantage of the lock box in the back. Ask your sales person for more information about the best ways to securely lock DPS Equipment.
- 4) **You MUST insure your goods & the Equipment. Protecting your property in storage is YOUR responsibility.** Once again, we recommend you do not store especially valuable, irreplaceable or delicate items in the Equipment. In any event, **we strongly recommend you insure your goods. DPS DOES NOT INSURE YOUR GOODS.** Most homeowners and renter's policies provide coverage for goods in storage, limited to a percentage of the total policy amount. Be aware of your insurer's limitations.

Insurance YOU buy from an insurance provider of your choice is the ONLY insurance available, and the ONLY coverage for damage available, for your goods while they are in storage. If you choose NOT to buy insurance, you will have NO claim against, or coverage from, DPS.

On the other hand, if you move DPS Equipment you must provide us in advance with a Certificate of Insurance evidencing \$1,000,000 in automobile liability insurance and naming Dart Portable Storage, Inc. as an additional insured. Please see the commercial insurance requirements in more detail below in section B.

- 5) **If you default, we may reclaim our Equipment & sell your goods at auction.** You are in default if you fail to pay any invoice in full within twenty (20) days (*see Billing Notes*) or breach these Terms.

Upon default, DPS' lien on your property shall attach, and DPS shall have the right to:

- a) **reclaim the Equipment without further notice,**
- b) **deny you access to some or all of your goods after a set date, and**
- c) **treat some or all of your goods as abandoned property.**



In the event DPS reclaims its Equipment, you remain responsible for your balance due plus reasonable attorney's fees, transportation costs of retrieving the Equipment, expenses associated with disposing of, or selling, any items inside, costs of collection of any amounts due, and any other amounts due under these Terms. Dart and DPS will not be responsible for any damage to contents, including but not limited to any damage arising out of the repossession of the Equipment. For Equipment stored at a DPS yard, neither the Equipment nor its contents will be returned except as required by law until you have satisfied all debts and paid all charges, including final transportation.

Stored goods may be sold at public auction if charges are not paid in full and on time. It is your responsibility to notify us in writing of any changes in your billing, pick up, or delivery address as soon as possible to ensure proper billing and notification. A failure to enforce any provision of these Terms by DPS or Dart shall not be considered to be continuing or a waiver or preclude subsequent enforcement.

Section B - OTHER TERMS & CONDITIONS

1. The Equipment.

- a. **The Equipment is provided "AS IS."** We do not make any warranties or representations of any kind related to the Equipment. The Equipment is not warranted for any particular purpose.
- b. **You are responsible for damage to Equipment.** It is your responsibility to check the Equipment for any and all damage that might occur. When the Equipment arrives at your location remember to examine the front end, sides, the back doors, the roof and the floor for damage or holes. You are responsible for inspecting the Equipment for damage when it comes into your possession. **If you don't notify us of any issues with the Equipment within 5 days of receiving the Equipment, we will understand the Equipment is in good condition and is acceptable to you.** You are responsible for any loss or damage to the Equipment, including but not limited to any office furniture and office equipment, unless Dart or DPS caused the damage, including but not limited to dents, punctures, graffiti, scratches, etc. If you pay the Loss Damage Waiver in full each month, Equipment damage up to \$1000 is covered; you would be responsible only for the amount of damage over \$1,000.
- c. **Condition at End of Lease Term.** You will vacate and/or return the Equipment upon default, term end, or at DPS demand (such demand to be made with 5 days' notice). You must return the Equipment in the same condition you received it. If the Equipment requires sweeping or cleaning in order to be returned to service, you agree to pay a minimum \$50.00 cleaning fee per piece of Equipment plus any additional labor and material handling costs. If DPS must remove any items from the Equipment, you will be



charged a \$50.00 per hour removal fee. Any contents not removed by you will be treated as abandoned items and you relinquish all interest in title to such abandoned items. Such items may be sold at public auction.

- d. **Condition of Mobile Office at End of Lease Term.** You will vacate and/or return the mobile office Equipment upon default, term end, or at DPS demand (such demand to be made with 5 days' notice). You must return the Equipment in the same condition you received it. If the mobile office Equipment requires repairs sweeping, cleaning, repairs, replacement furniture, replacement equipment, or any other work in order to be returned to service, you agree to pay a minimum \$250.00 fee per piece of Equipment plus any additional labor and material handling costs at the rate of \$100 per hour. If the Equipment, any office equipment, or furniture is lost or damaged you will be responsible for the cost of replacing or repairing the Equipment, office equipment, and furniture over and above the \$250 minimum fee and \$100/hour labor rate. Any contents not removed by you will be treated as abandoned items and you relinquish all interest in title to such abandoned items. Such items may be sold at public auction.
- e. **Restrictions on Use.**
- i. **There are weight limits.** We ask you do not put more than 6,000 pounds in any Equipment. Should you go over 6,000 pounds, Dart Transit Company reserves the right at its sole discretion to charge an excess weight fee for the extra handling required or reject the transportation request.
 - ii. **Improper Purposes.** You are prohibited from using the Equipment for habitation by either animals or humans, you cannot use the Equipment to store or transport hazardous materials or perishable food stuffs, and you must not use the Equipment for any illegal activity. Violation of this term may result in immediate repossession of the Equipment at your expense.
 - iii. **Laws & Permits.** You must abide by all applicable laws and ordinances related to use of the Equipment. Make sure you check with local officials about any restrictions on your use of the Equipment on your property. You are responsible for any and all permits that may be required to use the Equipment in your neighborhood, and you are responsible for any fees, charges or fines imposed by third parties, including cities and counties, related to your use of the Equipment.
- f. **Caution & Care Required.** Equipment doors are big and heavy; make sure you're safe around them. The Equipment doors do not open from the inside; they can only be opened from the outside. If you enter the Equipment, please be aware of this risk! Anytime you enter the Equipment make sure you have someone else on the outside of the Equipment, the doors securely braced open, and/or a cell phone to call for help in an emergency. DPS will not be responsible for any injury (including death), loss, or damage arising from your entry into the Equipment.



- g. **3rd Party House Movers are available upon request.** If you use a DPS referred house mover to load, unload, and/or package your goods DPS is not responsible for any claims, issues or damages that take place concerning the loading, unloading, securing and/or packaging of your goods. Customer/mover problems must be taken up with the house movers. DPS only provides the Equipment for lease or rent, and has no control over other service providers.
- h. **Office Deposit.** If the Equipment you are renting is an office, you must submit a deposit of \$500 prior to the delivery of the office to protect against any loss or damage to the office and any furniture, equipment, hardware, or fixtures in, attached to, or on the office, and to protect against any amount you owe under these Terms for any reason. You will not be entitled to any interest on the deposit while it is in our control. DPS will return any remaining balance in the deposit to you upon DPS' receipt of the office without damage or loss of any kind and once any amounts you owe under these Terms have been satisfied.

2. The Equipment & Your Property.

- a. **Delivery Trucks and DPS Equipment are heavy and can damage soft surfaces.** Consider where you want the Equipment positioned to limit impact on your property. DPS and Dart Transit Company will try to take precautions to avoid damaging your property. **However, in any event, DPS and Dart Transit Company are NOT responsible for any damage that may occur to your driveway or other part of your property.**
- b. **Help ensure a safe pick-up and delivery.** When Equipment is being picked up or delivered to your property or street keep pets, children and other objects safely away from the delivery vehicles. Please assist the driver in making a safe delivery for everyone.
- c. **Keep Equipment free of snow and debris.** Should there be heavy snow burying the Equipment, it is up to you to clear the snow. Likewise the front of the Equipment must be free of snow banks or other obstruction or debris when it is time to pick up the Equipment. If we must move the Equipment because of applicable laws, weather, or safety reasons, we may do so without notice. In that case you will be responsible for the cost of moving the Equipment, and DPS and Dart Transit will not be responsible for any loss or damage to your contents.
- d. **Landlords have to approve Equipment.** If you live in a rental property we need permission from the property owner or manager to deliver onto the property. You will be responsible for getting such permission from the property owner or manager.
- e. **Weather emergencies: Contact Us.** In the event of flooding or other severe weather that jeopardizes your goods, it is important for you to contact us so we can assist you in moving the Equipment and



protecting your goods. We can't guarantee a solution, but contact us to try to work out a solution. You will be responsible for the costs of transportation.

- f. **Connectivity.** If the Equipment you rent is an office, the office may come with hardware that allows connecting to Internet connections provided by third parties. DPS makes no warranties of any kind related to the hardware, the connectivity, the service, the reliability, or the security of any Internet, phone, facsimile, or radio service. All such services are provided by third parties, and you are required to make any arrangements for such services with such third parties. DPS is not responsible for the acts or services provided by any third parties.

3. Access to Equipment.

- a. **Keep your account current.** We reserve the right to refuse entry to our yard if you're behind in your payments to us or if you otherwise disrupt business operations. If you are late with your Equipment rent, we reserve the right to lock the Equipment with our own lock, retrieve the Equipment at your expense, and sell your items at public auction in accordance with applicable laws.
- b. **Appointments are needed to get in Equipment on our yard.** If loaded Equipment is delivered to our secure yard and later you need access to it, you may enter our yard and get into the Equipment provided (1) you are current with your lease payments and (2) you make an appointment at least 48 hours in advance. Be aware that semi-trucks operate in this area; be mindful of the space they need. We are not liable for injury or damage due to any situation in our yard.

4. Commercial Insurance Requirements.

- a. If you are a commercial customer you must meet the following insurance requirements:
- i. Prior to leasing containers from DPS, you must submit a certificate of insurance covering all Equipment for approval.
 - ii. **DPS must be listed as an additional insured on the general and automobile liability policies.** The certificate of insurance shall evidence such additional insured status.
 - iii. **General and Automobile liability** insurance in a minimum amount of at least **\$1,000,000 per occurrence.** General liability insurance must contain premises liability coverage.
 - iv. **Workers compensation** insurance to the extent required by law
 - v. **Physical Damage insurance** coverage to protect **loss or damage to the Equipment** in an amount sufficient to cover the replacement cost of the Equipment. **Physical Damage coverage must name DPS as loss payee.**
 - vi. Unless you submit an approved Certificate of Insurance, you will be charged loss damage waiver on the equipment at the following monthly rates (prices subject to change):
 1. 20 foot single door (physical damage up to \$3,000)----\$8.00/container/mo
 2. 20 foot double door (physical damage up to \$3,500)----\$8.50/container/mo



- 3. 40 foot double door (physical damage up to \$4,500)----\$12.50/container/mo
- 4. 40 foot single door (physical damage up to \$5,000)-----\$13.00/container/mo
- 5. 48 foot (physical damage up to \$4,000)-----\$14.00/container/mo
- 6. 20 foot mobile office (physical damage up to \$20,000)-----\$55.00/office/mo
- 7. 40 foot mobile office (physical damage up to \$35,000)-----\$96.25/office/mo

5. These Terms.

- a. **You are responsible for the full term of the lease.** DPS requires you to fulfill the lease contract time period set forth above, or you must pay the balance of the remaining contract time period if you return the Equipment early, or default under these Terms.
- b. **The lease term automatically renews.** After the initial term, these Terms will renew automatically again and again for the same period of time as the original term, and you will continue to receive a monthly invoice unless and until these Terms are cancelled. These Terms may be cancelled after the initial term by you by providing 5 business days prior written notice. DPS may cancel these Terms if you are in default without notice, or if no default, then after the initial term by providing 5 business days prior written notice. You will be responsible for all prorated monthly charges up to and including the fifth business day after notice of termination is provided plus the monthly rent for all the remaining months in the then current term.
- c. **This contract is with you.** You may not assign these Terms or sublet the Equipment to anyone else.
- d. **This is not a sale.** Dart Portable Storage owns the Equipment and you don't acquire any ownership interest in the Equipment while you are renting the Equipment. You can buy the Equipment only by entering into a bill of sale with DPS. These Terms are a rental of Equipment only. You may not place any lien or allow any liens to be placed on the Equipment. If a lien is placed on the Equipment you will be responsible for all costs of satisfying and removing the lien.
- e. **You agree to hold DPS and Dart Transit harmless.** You agree to defend, indemnify, and hold DPS, Dart Transit Company, and their respective employees, agents, affiliates, and network companies, harmless from and against all claims, liabilities, losses, injuries (including personal injury and death), damages (including damages to property or contents), fines, penalties, payments, costs, and expenses (including reasonable legal fees) arising out of, related to, or resulting from this agreement or your rental or use of the Equipment and any violations of applicable laws or regulations. Dart Transit Company is a transportation provider only, offering to pick up and deliver portable storage units leased to customers of DPS. Such pickup and delivery involves the use of heavy equipment on or near commercial or residential property. If you choose to accept Dart Transit Company's transportation services to move the Equipment, you acknowledge the use of such heavy equipment and the inherent dangers and risks of damage to driveways, yards, or other surfaces and property, and the inherent dangers and risks of injury to people or animals in utilizing such transportation services. You hereby agree to waive, indemnify, defend, and hold harmless DPS, Dart Transit Company, and their respective officers,



employees, agents, shareholders, and representatives (collectively "Dart") from and against any and all claims, damages, injuries (including death), or losses of any kind whatsoever to you, your invitees and their property, your occupants and their property, your property, and to Dart property, including but not limited to, reasonable attorneys' fees arising out of or in any way connected to pick up, transportation, or delivery of the Equipment. You agree in no event shall DPS or Dart Transit Company's liability exceed the amounts you paid DPS and Dart Transit for services under these Terms.

- f. **Agreement to Arbitrate.** If any dispute arises under or as a result of these Terms, the services DPS or Dart Transit provide to you, or your use of the Equipment, and such dispute cannot be resolved by you and DPS, Dart Transit, or their respective agents, affiliates, or network companies, the dispute shall be submitted to binding arbitration under the rules of the Transportation ADR Council, at Eagan, Minnesota, or a point mutually agreed upon, to the extent the disputed claim exceeds the limits of conciliation court, and whether sounding in contract or tort. This shall not preclude DPS from proceeding with an unlawful detainer action to recover our Equipment. Failure to initiate arbitration within twenty-four (24) months of the incident giving rise to the dispute shall constitute a waiver of all rights to file a claim or proceeding in any forum.
- g. **Entire Agreement & Choice of Law.** This is the entire agreement between you, DPS, and Dart Transit. These Terms supersedes any and all oral communications, negotiations, understandings, and agreements between the parties, and these Terms embraces the entire understandings and intentions of the parties and may only be modified in a writing signed by both parties. DPS and Dart Transit have the right to update these Terms at any time and Customer's continued rental of the equipment after these Terms have been updated and posted on DPS' website shall be Customer's agreement to the updated Terms. It shall be enforced in and according to the laws of Minnesota.

Authorized Premises Manger/Process Agent: Ross Hertensteiner, 800 Lone Oak Road, Eagan, MN 55121 is the authorized storage yard manager, and Doug Grawe, 800 Lone Oak Road, Eagan, MN 55121 is the agent authorized to accept service of process.