

RESOLUTION NUMBER 23-133

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN AGREEMENT BETWEEN THE TOWN AND COOL-BINZ OF GREATER NAPLES TO LEASE A MOBILE OFFICE FOR A COST OF \$8,305.99; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Harbormaster is responsible for the enforcement of the rules and regulations for the Matanzas Mooring Field, and

WHEREAS, the Town Council has determined it is in the best interest of the Town to approve the requested Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true, correct, incorporated herein by this reference, and adopted as the legislative and administrative findings of the Town Council.

Section 2. The Town Council hereby approves the Agreement between the Town and Cool-Binz of Greater Naples to lease a mobile office for a cost of \$8,305.99. A copy of the Agreement is attached hereto as Attachment "A".

The foregoing Resolution was adopted by the Town Council upon a motion by Vice Mayor Atterholt and seconded by Council Member Veach, and upon being put to a vote, the result was as follows:

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John R. King, Council Member	Aye
Bill Veach, Council Member	Aye
Karen Woodson, Council Member	Aye

ADOPTED this 16th day of October 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL


Dan Allers (Oct 18, 2023 14:50 EDT)

Dan Allers, Mayor

ATTEST:


AMY BAKER (Oct 24, 2023 12:59 EDT)

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**


Becky Vose (Oct 18, 2023 16:00 EDT)

Vose Law Firm, LLP, Town Attorney

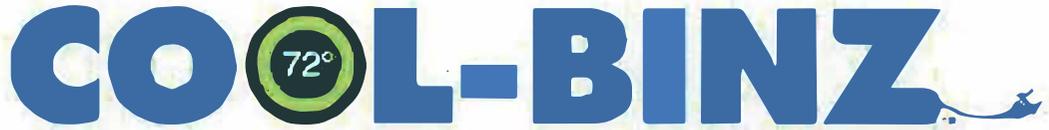
This Resolution was filed in the Office of the Town Clerk on this 17th day of September 2023.

**COOL-BINZ of
Greater Naples**

5555 Taylor Road
Ste. A
Naples, Florida
34109

☎ (239) 370-2332

✉ michael.pierro@cool-
binz.com



Bill To:
Chadd Chustz

Estimate No: 42
Estimate Date: 10/5/2023
Due Date: 10/10/2023

Contact Information

☎ (239) 462-8127
✉ chadd@fmbgov.com

Line Items

DESCRIPTION	QUANTITY	RATE	AMOUNT
8x20 Mobile Office Space Monthly rental charge.	1	\$599.00	\$599.00
\$5,000.00 Damage Insurance Monthly damage insurance for the storage bin at no charge.	2	\$0.00	\$0.00
Delivery and Pick-up Fee There is a fee of \$150.00 for delivery and a fee of \$150.00 for pickup. These charges are one-time only.	1	\$300.00	\$300.00
\$2,000.00 Contents Insurance Monthly charge. \$250.00 deductible. For more information, visit https://www.cool-binz.com/bin-rental-insurance/	1	\$18.99	\$18.99
8x8 Basic Storage Bin Monthly rental charge.	1	\$0.00	\$0.00
Delivery and Pick-up Fee There is a fee of \$100.00 for delivery and a fee of \$100.00 for pickup. These charges are one-time only.	1	\$200.00	\$200.00

Subtotal \$1,117.99
Tax (7.5%) \$83.85
Total \$1,201.84

Terms and Conditions

Customer acknowledges that he/she/they has(ve) read the Standard Terms and Conditions of this Agreement attached hereto and agrees to comply therewith. No amendment to the terms and conditions of this Agreement shall be effective unless in writing signed by duly authorized representatives of all parties hereto. Customer represents and warrants that the individual signing this Agreement has the authority to execute this Agreement and the Agreement will be legally binding on the Customer.

If Storage Bin Company or its agent is not present at the delivery of the equipment rented above, Customer accepts the signature of the delivery of the equipment in good order and condition. THIS WILL BE A NET LEASE. CUSTOMER AGREES TO RETURN THE EQUIPMENT IN THE SAME CONDITION AS IT WAS RECEIVED, LESS NORMAL WEAR AND TEAR. CUSTOMER SHALL AGREE TO PAY THE COST OF ANY NECESSARY REPAIRS BEYOND NORMAL WEAR AND TEAR. THIS WOULD INCLUDE REMOVAL OF ANY GRAFFITI.

CUSTOMER ACKNOWLEDGES THAT STORAGE BIN COMPANY IS NOT LIABLE FOR DAMAGES TO CONTAINER CONTENTS FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, TEMPERATURE, HUMIDITY LEVEL FLUCTUATIONS, MOISTURE, MOLD, POWER ISSUES, OR EQUIPMENT FAILURE. Customer understands that the monitoring of the climate-control of their items is the Customer's sole responsibility, whether stored on their property or parked and plugged in at our facility.

CUSTOMER ACKNOWLEDGES THAT \$5,000.00 OF STORAGE PROTECTORS PROGRAM DAMAGE WAIVER INSURANCE CONTAINING A \$250.00 DEDUCTIBLE IS INCLUDED WITH THE RENTAL.

Customer understands that he/she/they is/are not obligated to obtain coverage from the Storage Protectors Program and may use homeowner's insurance or an alternative form of commercial insurance to meet insurance requirements contained in the rental agreement.

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. DELIVERY AND RETURN OF EQUIPMENT

A) Customer acknowledges receipt of the Equipment listed on the face of this Agreement in good condition as evidenced conclusively by its execution of a clean equipment condition report provided by Storage Bin Company. Customer agrees to redeliver the Equipment to Storage Bin Company in the same condition as received, normal wear and tear accepted, and to execute Storage Bin Company's equipment condition report upon redelivery, identifying and acknowledging any changes in the condition of the Equipment subsequent to its delivery to Customer. Changes that could have been prevented by normal maintenance shall not constitute normal wear and tear.

B) Unless otherwise specified on the face of this Agreement, Storage Bin Company or its agents shall deliver the Equipment to Customer on the date and at the Equipment Location listed on the face of this Agreement, and Customer will redeliver the Equipment to Storage Bin Company at such Equipment Location at the expiration or earlier termination of this Agreement. Unless otherwise specified on the face of the Agreement, Storage Bin Company or its agents will transport the Equipment to and from the Equipment Location. Handling, drayage, and associated charges shall be invoiced to Customer.

2. TERM

The terms and conditions of this Agreement shall become effective upon the date of execution of this Agreement and will continue in effect for each recurring billing cycle set forth on the face of this Agreement unless terminated earlier as provided herein. If Customer retains possession of the Equipment after expiration of the specified term of this Agreement, then at the sole option of Storage Bin Company, the Agreement may continue from billing period-to-billing period on the terms specified herein. Where this Agreement is initially executed with an unspecified term, or at a later date is continued by Storage Bin Company on a billing period-to billing period basis, the Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

3. RENTAL AND OTHER CHARGES

- A. Customer agrees to pay all rental, delivery, and pickup charges, in the amounts set forth on the face of this Agreement and all applicable sales tax for the Equipment from the day the Equipment is delivered to Customer, up to and including the day the Equipment is returned to Storage Bin Company.
- B. All rental charges shall be payable in advance. If the term of the Agreement is for longer than one (1) billing period, rental charges shall be paid each month per the anniversary date. If the rental is not paid when due, Storage Bin Company may, without prejudice to any other available remedy, charge as an additional rental, a late charge in the amount of \$25.00 per unit per billing period for any amount not received within thirty (30) days of the invoice date. Customer is responsible for keeping their payment information and billing address up to date.
- C. There will be no pro-ration or return or prepaid rent in the event that the Equipment is surrendered to Storage Bin Company prior to the expiration or earlier termination.
- D. If any payment is declined or returned for any reason, a charge of \$25 of the invoiced amount, or if less, the maximum amount permitted by law, will be assessed against Customer.
- E. After the expiration of the initial rental agreement term, or where the Agreement is billing period-to-billing period, Storage Bin Company may adjust the rental charges set forth on the face hereof to Storage Bin Company's then prevailing rental rate for such Equipment upon thirty (30) days written notice to Customer. Upon receipt of notice of any such rental rate adjustment, Customer shall have the right to terminate Agreement as of the effective date of the proposed rate adjustment provided Customer gives Storage Bin Company written notice of such termination and redelivers the Equipment prior to the effective date of the proposed rate adjustment. If Customer fails to give timely notice of its intention to terminate this agreement or fails to return the Equipment within the time period specified herein, the Agreement shall continue in full force and effect at the new rental rate set by the Storage Bin Company.

4. SECURITY DEPOSIT

Upon execution of this Agreement, Storage Bin Company, at its sole discretion, may require Customer to pay a security deposit in the amount set forth on the face of the Agreement. If a Security Deposit is required, it will be held by Storage Bin Company as security against property damage, the cost involved in collecting delinquent rent, and to otherwise ensure the full and faithful performance by Customer of all terms and conditions of this Agreement. If Customer defaults or fails to perform any covenant or condition of this Agreement, Storage Bin Company may deduct any and all damages, costs, and charges which Storage Bin Company has incurred as a result of each default. If any amount is deducted by Storage Bin Company from the Security Deposit, upon written request from Storage Bin Company, customer shall immediately replace any amount so deducted to return the Security Deposit to its original amount. Within fourteen (14) business days after the return of the Equipment, Storage Bin Company will mail to Customer the balance, if any, of the Security Deposit which remains after deducting any and all charges which Storage Bin Company may deduct under the terms of this Agreement, which charges shall be itemized by Storage Bin Company in a written statement delivered to Customer with the balance of such Security Deposit. The itemization provided by Storage Bin Company shall be conclusive as to all deductions from such Security Deposits.

5. RISK OF LOSS AND DAMAGE

Customer is liable to Storage Bin Company for all damages to, loss, or destruction of, or changes in the Equipment subsequent to its delivery and prior to its return to Storage Bin Company, except those changes caused by normal wear and tear. Customer shall have sole responsibility to routinely inspect the Equipment for evidence of any damages (including normal wear and tear), or loss or destruction of the Equipment and shall notify Storage Bin Company in writing within two days of discovery of any such damages, describing in reasonable detail to the circumstances surrounding such damage, loss or destruction. Customer shall be liable for all expenses, costs, and losses incurred by Storage Bin Company arising out of Customer's failure to notify of any damage to or loss or destruction of Equipment. Customer is required to obtain insurance covering damage, loss, or destruction of the rented container exclusive of any ancillary components.

Company, at its sole discretion, shall determine were caused by normal wear and tear, Storage Bin Company shall arrange for the necessary repairs and maintenance to be carried out by a repair facility approved by Storage Bin Company. Customer shall provide and/or procure for Storage Bin Company's agent reasonable access to the Equipment for this purpose. CUSTOMER SHALL BE LIABLE FOR ALL EXPENSES, COSTS AND LOSSES INCURRED BY STORAGE BIN COMPANY ARISING OUT OF CUSTOMER'S FAILURE TO NOTIFY STORAGE BIN COMPANY OF THE NEED FOR MAINTENANCE OR REPAIR OF THE EQUIPMENT.

- B. **DAMAGE:** Storage Bin Company shall inspect the Equipment and notify Customer of the estimated cost of repairs to the damaged equipment as estimated by a Storage Bin Company-approved repair facility. Customer shall promptly forward to Storage Bin Company payment in the amount of such estimated repair cost. In the event the actual cost of such repairs, as invoiced to Storage Bin Company by the repairing facility, shall exceed such estimated cost, Customer shall be obligated to pay such difference on receipt of an invoice for the entire cost of such repair.
- C. **LOSS OR TOTAL DAMAGE:** If the Equipment is lost or destroyed or sustains damage which, in Storage Bin Company's sole discretion, renders the Equipment a total loss, Storage Bin Company shall issue its invoice to Customer for the Replacement Value of the lost or destroyed Equipment as stipulated on the face hereof. Rental charges for Equipment shall continue unabated until Storage Bin Company receives payment in full of the Replacement Value of the Equipment.

6. USE OF THE EQUIPMENT

Customer shall use the Equipment for on-site storage at the Equipment Location stipulated on the face hereof, and shall not use the Equipment for any illegal purpose or in any other location without prior written approval from Storage Bin Company.

- A. Customer acknowledges that equipment is not to be used for the storage of perishable goods, flammable items, stolen property, or the habitation of people and animals whether alive or dead.
- B. Customer agrees to protect and preserve the Equipment and will not store within or in near proximity to the Equipment any material or substance that could damage, contaminate or diminish the Equipment value in any way. Under no circumstances shall materials or substances classified as hazardous under the federal Comprehensive Environmental Response & Liability Act (42USC§9601 et seq.) or other applicable state or local statute or regulation be stored in the Equipment, without prior written approval from Storage Bin Company.
- C. Customer shall use and operate the Equipment properly, according to safe and prudent procedures and in strict compliance with any special instructions, details or warnings furnished by Storage Bin Company concerning the Equipment.
- D. Any act by an agent or employee or independent contractor engaged by Customer shall be deemed to be an act of Customer and shall be binding upon the Customer.
- E. Customer shall not apply to the Equipment any markings or signs of any description whatsoever, unless previously agreed to in writing by Storage Bin Company.
- F. Customer shall not repair, repaint, remark or modify the Equipment without prior written approval of Storage Bin Company.
- G. Customer shall keep the Equipment at all times in its possession, care and control at the Equipment Location.
- H. Customer shall not move the Equipment from the Equipment Location without Storage Bin Company prior written consent. If Customer desires to move or relocate the Equipment, Customer shall notify Storage Bin Company, and if Storage Bin Company agrees, Storage Bin Company or its agent shall move the Equipment. In the event of any move or relocation by Storage Bin Company, Customer shall remove any and all contents within the Equipment to allow

damages or losses caused to the contents of the Equipment which Customer has failed to remove. All relocation and handling charges, and any additional filing fees or other costs incurred to re-document Storage Bin Company's title to the Equipment, are for Customer's account, and shall be invoiced to Customer.

- I. Storage Bin Company disclaims all liability as to the effectiveness of the climate control system, nor is it responsible for damages or losses of container contents for any reason. Customer is responsible for monitoring their stored contents and the operation of the climate control system whether parked on their site or at the Storage Bin Company's plug-in station. Customer must notify the Storage Bin Company of any mechanical issues. Repairs can only be provided by the Storage Bin Company or their agent. Any damages incurred from failure of the system to operate, power outages or surges, or improper packing of contents, are not the responsibility of the Storage Bin Company.

7. PREMISES

- A. Storage Bin Company shall be allowed to enter upon the Equipment Location at any reasonable time to deliver, locate, relocate, inspect, maintain and repair the Equipment. If Customer fails to permit Storage Bin Company access to the Equipment, Customer shall indemnify Storage Bin Company against all loss, damage, costs and expenses which Storage Bin Company may sustain due to Customer's failure to fulfill its obligations under this section, including Storage Bin Company's reasonable attorneys' fees.
- B. Customer warrants that the Equipment Location is suitable for the Equipment and that Storage Bin Company's delivery vehicles and Equipment shall have reasonable access to enter and operate safely to deliver and pick up the Equipment. Customer releases and agrees to hold harmless and defend Storage Bin Company against any and all claims for damages, costs, claims or liabilities, both direct and indirect, to the roadways, grounds, buildings and personal property in or across the site location, for any other claim associated with the on-site delivery or pickup of the Equipment, or for any damages arising from Customer's failure to provide a suitable site for the Equipment. If Storage Bin Company's vehicles and Equipment cannot operate safely to deliver the Equipment, or if at the time of delivery, the site is found to be an unsuitable location for the Equipment, Customer agrees to pay Storage Bin Company all delivery and pickup charges, all additional handling costs, and the equivalent of two (2) billing period's rental charges as liquidated damages with respect to that portion of this Agreement which Customer is unable to perform.
- C. Customer shall punctually pay or shall procure the payment of all registration charges, license fees, rent assessments, taxes and any other fees or charges payable in respect to the premises upon which the Equipment may be placed or kept. Upon demand, Customer will produce to the Storage Bin Company the last receipts for all such payments. If Customer defaults in the foregoing obligations, Storage Bin Company may at its discretion make any or all of such payments and recover the amount thereof from the Customer as additional rent hereunder. If any lien attaches to the Equipment, by virtue of Customer's failure to comply with this provision, Customer is obligated to immediately discharge such lien, and shall indemnify and hold Storage Bin Company harmless from any loss or damage arising out of Customer's failure to promptly discharge such liens.
- D. Customer agrees to comply at its own expense with all state, local, or federal laws, regulations, and ordinances, in connection with the use, occupancy, operation, possession, maintenance, location of premises upon which the Equipment may be situated, including, without limitation, obtaining all necessary planning consents, placards, licenses, permits, fire and building approvals. Any failure by Customer to comply with such laws, regulations or ordinances resulting in Customer's inability to perform under this Agreement will constitute a default by Customer, and will subject Customer to the costs and penalties set forth in Paragraph 12 hereunder, Storage Bin Company shall have no responsibility for compliance with any such laws, regulations, or ordinances on Customer's behalf.
- E. The Customer will promptly notify Storage Bin Company in writing of any change in Customer's electronic or mailing address(es) or telephone number from that specified on the face of this Agreement.

8. AFFIXATION TO REALTY

created under this Agreement.

- B. At Storage Bin Company's request, Customer shall execute any and all instruments that Storage Bin Company reasonably deems necessary to protect its ownership interests in the Equipment if, notwithstanding the parties' intention and the provisions of this Agreement, any person claims to have acquired any right of ownership in the Equipment by reason of affixation to real property. Customer shall promptly notify Storage Bin Company in writing of such fact, shall diligently seek to refute such claim or assertion, and shall defend Storage Bin Company's title to the Equipment against any competing assertion of ownership rights. Customer shall also indemnify Storage Bin Company from and against all damages, costs and expenses including attorneys' fees, court costs and other legal expenses required, in Storage Bin Company's reasonable judgment to protect Storage Bin Company's ownership interest in the Equipment.

9. INSURANCE

- A. Storage Bin Company will provide damage waiver insurance in the amount of \$5,000.00 with a \$250.00 deductible, and is included in the monthly rental amount.
- B. Customer will maintain, at its own expense, adequate contents insurance satisfactory to Container Company covering the contents contained within the Equipment in an insured amount equivalent to 100% of the Actual Cash Value of such contents. At the request of Container Company, insurance certificates to this effect shall be furnished to Container Company. Said insurance shall be maintained by Customer until all Equipment rented hereunder is redelivered to Container Company.
- C. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT STORAGE BIN COMPANY DOES NOT AND WILL NOT INSURE OR GUARANTEE AGAINST LOSS OF CUSTOMER'S PROPERTY STORED IN THE EQUIPMENT, AND STORAGE BIN COMPANY HAS NO LIABILITY WHATSOEVER AS TO CLAIMS FOR LOSS OR DAMAGE TO SUCH PROPERTY. CUSTOMER HEREBY WAIVES ANY CLAIMS WHATSOEVER AGAINST STORAGE BIN COMPANY FOR LOSS OF AND DAMAGE TO ANY PROPERTY STORED IN EQUIPMENT LEASED HEREUNDER.
- D. Storage Bin Company does NOT, nor is obligated OR REQUIRED in any way to provide insurance of any kind for Customer's benefit.

10. ASSIGNMENT, SUBLETTING LIENS

THE CUSTOMER SHALL NOT SELL, ASSIGN, SUBLEASE, PLEDGE, MORTGAGE, CHARGE, LEND, ENCUMBER, OR PART WITH POSSESSION OF THE EQUIPMENT OR CREATE OR ALLOW TO BE CREATED ANY LIEN ON THE EQUIPMENT. In the event of any breach of this provision by Customer, Customer shall take all action necessary to have such charge, encumbrance, or lien immediately removed and discharged. If Customer fails to perform its obligations under this action, Storage Bin Company may, at its discretion, pay to any third party any sum necessary to procure the release of the Equipment from any charge, encumbrance, or lien and to recover such sum from the Customer forthwith without obligation on Storage Bin Company's part to question the reasonableness of the charges assessed against the Equipment.

11. RETURN OF EQUIPMENT

- A. Customer shall redeliver the Equipment to Storage Bin Company empty of all materials and contents, and in good condition, repair, and working order, broom clean and suitable for immediate reuse by another customer, ordinary wear and tear excepted.
- B. Storage Bin Company shall inspect the Equipment upon return by Customer, and shall prepare an equipment condition report describing the condition of the Equipment, which Customer shall execute. Storage Bin Company's equipment condition report shall be conclusive as to any damage noted thereon with respect to redelivered Equipment. If the Equipment is damaged when redelivered to Storage Bin Company, Customer shall pay to Storage

- C. If Customer fails to remove its property or to clean the Equipment prior to its return to Storage Bin Company, Storage Bin Company may remove any property left by Customer, dispose of, or sell such property, at Storage Bin Company's sole discretion. All cleaning costs and expenses incurred by Storage Bin Company for the Equipment, will be billed to Customer's account and may be deducted by Storage Bin Company from the Security Deposit, or collected from the Customer.
- D. Any costs or expenses incurred by Storage Bin Company in removing property stored in the Equipment prior to pick up and transfer of possession, including any additional equipment charges and labor, may be deducted by Storage Bin Company from the Security Deposit or collected from Customer.

12. DEFAULT AND REMEDIES

- A. If Customer 1) fails to pay any sum when due hereunder or under any other rental agreement between Storage Bin Company and Customer, 2) fails to perform any other covenant, condition or any other obligation under this Agreement or under any other rental agreement between Storage Bin Company and Customer, 3) suffers any financial distress, execution or other legal process which creates or has the effect of a levy on any of the Equipment rented hereunder, 4) ceases doing business as a going concern, becomes insolvent, files for bankruptcy or becomes the subject of any proceedings under any state or federal legislation for the protection of debtors, or 5) makes an attempt to sell, secret, convert or remove the Equipment from the Equipment Location, Storage Bin Company may, without notice and without relieving Customer of its obligations hereunder, immediately terminate this Agreement, declare the balance of the rental to be due and payable, demand and retake possession of the Equipment free of any claims of Customer, and avail itself of any self-help or other remedies available to it by contract, at law or in equity.
- B. If this Agreement is terminated under this paragraph, Customer shall no longer be in possession of the Equipment with Storage Bin Company's consent, and the rental charges due hereunder shall increase to twice the rental rates charged by Storage Bin Company at the time of the termination. Customer shall immediately provide Storage Bin Company with an Equipment location list detailing the exact location of all Equipment rented under this Agreement. Storage Bin Company may, without notice repossess the Equipment, and for that purpose, Storage Bin Company, its agents or employees may, without previous notice, enter the premises on which the Equipment is believed by the Storage Bin Company to be situated and retake possession of the Equipment rented under this Agreement. **CUSTOMER HEREBY WAIVES ANY AND ALL RIGHTS TO A JUDICIAL HEARING PRIOR TO STORAGE BIN COMPANY'S REPOSSESSION OF THE EQUIPMENT.**
- C. Customer shall continue to pay rental charges for the Equipment until (1) the Equipment is redelivered in the same condition as received, normal wear and tear accepted, or (2) the Equipment is repaired and fit for subsequent rental, or (3) settlement of any outstanding balance owed for the Equipment is made. If Storage Bin Company retakes possession of the Equipment, Customer authorizes Storage Bin Company to take possession of any property in, on or attached to such Equipment which is not the property of Storage Bin Company, and Storage Bin Company may, at Storage Bin Company's sole option, without liability for its care or safekeeping, place such property in storage at the risk and expense of Customer, or sell the property to a third party and use the proceeds to satisfy all outstanding charges owed by Customer. If the latter option is taken by Storage Bin Company and the proceeds of sale exceed the outstanding balance owed by Customer, Storage Bin Company shall promptly remit the difference back to the Customer.
- D. Termination shall not relieve Customer of any liabilities or obligations incurred prior to such return, repair or settlement and Customer shall at all times remain fully liable for reasonable damages as provided by law, and for all costs and expenses incurred by Storage Bin Company on account of such default, including all costs to recover the Equipment, legal costs and reasonable attorneys' fees. Nothing in this paragraph shall be construed to waive any legal, contractual or equitable remedy or relief available to Storage Bin Company.
- E. Without in any way limiting the obligations of Customer under this Agreement, Customer hereby irrevocably appoints Storage Bin Company as the agent and attorney in fact of Customer, with full power and authority, at any time when Customer is obligated to deliver possession of any rented Equipment to Storage Bin Company, to demand and take possession of such Equipment in the name and on behalf of Storage Bin Company, from whomever shall be at the time in possession of such Equipment.

13. LIMITATION OF WARRANTIES AND LIABILITY

- A. THE EQUIPMENT IS LEASED AS IS. AS LONG AS CUSTOMER IS NOT IN DEFAULT OF THIS AGREEMENT, CUSTOMER SHALL HAVE THE RIGHT TO QUIET POSSESSION OF THE EQUIPMENT, BUT ACKNOWLEDGES AND AGREES THAT STORAGE BIN COMPANY GIVES NO WARRANTIES OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, ITS CONDITION OR PERFORMANCE, ITS MERCHANTABILITY OR ITS FITNESS FOR A PARTICULAR PURPOSE.
- B. CUSTOMER'S OBLIGATIONS UNDER THIS LEASE AGREEMENT ARE ABSOLUTE AND SHALL NOT BE AFFECTED BY ANY CIRCUMSTANCE OR EVENT BEYOND CUSTOMER'S CONTROL OF WHATEVER NATURE.
- C. UNDER NO CIRCUMSTANCES SHALL STORAGE BIN COMPANY BE LIABLE, IN CONTRACT, TORT, OR OTHERWISE, FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE ARISING FROM BREACH OR NON-PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE AGREEMENT, OR FROM THE SUPPLY OR USE OF THE EQUIPMENT.
- D. STORAGE BIN COMPANY SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR LOSS OR DAMAGE OF ANY KIND TO CUSTOMER'S PROPERTY STORED WITHIN THE EQUIPMENT WHILE IN THE CARE, CUSTODY, AND CONTROL OF CUSTOMER OR WHILE STORED AND PLUGGED-IN AT OUR FACILITY.

14. INDEMNITY

Customer hereby agrees to indemnify, defend and hold harmless Storage Bin Company from and against all liability, damage, costs, lawsuits, judgments, or expenses (including without limitation, expenses in defending any claim or suit such as attorneys' fees, court costs and other expenses) arising out of (i) any failure of Customer to comply with its obligations under this Agreement, (2) any claim by Customer or any third party for personal injury or death, or for loss or damage to person or property of Customer or any third party arising out of or incidental to the possession, leasing, operation, control, storage, loading or use of the Equipment by Customer, or arising out of incidental to the exercise by Storage Bin Company of any of its rights under this Agreement including but not limited to the repossession of the Equipment, or (3) any claim arising out of any forfeiture, seizure, or impounding of, or charge on lien on the Equipment. Customer hereby waives any claims against Storage Bin Company with respect to loss of or damage to Customer's property stored within the Equipment.

15. NOTICES

All billings, payments and written notices from either party to the other shall be given in writing to the addresses on the face hereof, or to such other address as either party shall designate in writing to the other.

16. TAXES, FEES AND FINES

- A. Customer shall pay all taxes (other than taxes on Storage Bin Company's income) and charges levied or imposed in connection with the Equipment during the term of the Agreement including, without limitation, property, sales, use and excise taxes, duties, customs charges, and all levies, fees or other charges imposed by any federal, estate, or local government.
- B. Customer is not entitled to claim any investment tax credits or depreciation deduction or any other tax benefits normally associated with ownership with respect to any of the Equipment. Customer hereby warrants to Storage Bin Company that it will not attempt to claim any such investment tax credit, depreciation, deduction, or other such tax benefit.

17. GENERAL

exclusively decided by the competent court of Collier County, Florida.

- B. The paragraph headings in this rental agreement are for convenience only and shall not be deemed to alter or affect any provision of the Agreement.
- C. Customer waives the exercise of any and all existing and future rights of set-off or counterclaims against the rental charges or other payments due to Storage Bin Company under this Agreement, regardless of the rights and claims which the Customer may have against the Storage Bin Company or any other party, which rights Customer agrees to assert in separate proceedings.
- D. If any part or provision of this Agreement is found to be invalid or unenforceable, the invalidity or unenforceability of such part or provision shall not affect the remaining parts or provisions of this Agreement, which shall continue in full force and effect.
- E. Any forbearance by Storage Bin Company to enforce its rights under the Agreement in the event of a default by Customer hereunder shall not constitute a waiver of Storage Bin Company's rights, nor shall such forbearance waive Storage Bin Company's rights with respect to any other failure by Customer to comply strictly with the terms of this Agreement.
- F. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND MAY ONLY BE AMENDED, MODIFIED OR CHANGED BY WRITTEN AGREEMENT, SPECIFICALLY PURPORTING TO AMEND THIS AGREEMENT EXECUTED BY DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO.

STORAGE PROTECTORS DAMAGE WAIVER AND CONTAINER CONTENTS INSURANCE PROGRAM is underwritten by Lloyds of London covernote B0429BA2300106 and B0429BA2300105, and, administered by Carstin Insurance Partners, a Licensed Agent

Container Damage Waiver and Contents Insurance Enrollment Form

\$5,000.00 OF STORAGE PROTECTORS CONTAINER DAMAGE WAIVER INSURANCE WITH A \$250.00 DEDUCTIBLE IS INCLUDED WITH THE MONTHLY COST OF YOUR RENTAL. CONTAINER DAMAGE WAIVER INSURANCE COVERS THE STRUCTURAL INTEGRITY OF THE CONTAINER ITSELF. COSMETIC DAMAGE IS NOT COVERED.

CONTENTS INSURANCE COVERAGE MAY BE OBTAINED FROM STORAGE PROTECTORS AS SET FORTH BELOW. CONTENTS INSURANCE COVERS GOODS CONTAINED WITHIN THE CONTAINER. RENTER IS NOT OBLIGATED TO OBTAIN COVERAGE(S) FROM STORAGE PROTECTORS AND MAY ELECT TO USE HOMEOWNERS INSURANCE OR AN ALTERNATIVE FORM OF COMMERCIAL INSURANCE COVERAGE TO MEET ANY CONTENTS INSURANCE REQUIREMENTS CONTAINED IN THE RENTAL AGREEMENT.

Tenant acknowledges that Owner is not responsible for any loss of, or damage to any of Renters property stored in the Container(s) and waives all claims against Owner for such. **Customer participation in the Storage Protectors Container Contents and Damage Insurance Program is underwritten by Lloyds of London covernote B0429BA2300106 and B0429BA2300105 and administered by Carstin, Insurance Partners, a licensed agent, AZ Licenses No. 1800003983 satisfies such conditions.** Neither COOL-BINZ, nor its employees are an insurance agent.

Type of Goods Stored:

- Household Goods/Personal Property
- Business/Trade Property

Coverage is in effect only in the event you pay the monthly cost listed below and you continue to pay monthly through the duration of your agreement. I understand a portion of the cost I pay is applicable to the Container Company's expense in collecting, accounting, and remitting payment to the Insurance Company.

Equipment Type: Portable Storage Container
Damage Coverage: \$5,000.00
Deductible: \$250.00
Monthly Cost: Included in Monthly Rental Price

STORAGE PROTECTORS DAMAGE WAIVER AND CONTAINER CONTENTS INSURANCE PROGRAM is underwritten by Lloyds of London covernote B0429BA2300106 and B0429BA2300105, and, administered by Carstin Insurance Partners, a Licensed Agent

COVERAGE SELECTION

I OPT TO PARTICIPATE IN THE STORAGE PROTECTORS CONTENTS INSURANCE PROGRAM, underwritten by Lloyds of London covernote B0429BA2300106 and B0429BA2300105, and administered by Carstin Insurance Partners, AZ License No. 1800003983. The coverage is for goods contained in the rented Container(s). Covered causes and losses include burglary, fire or lightning, sonic boom, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, falling objects, weights of snow, ice, or sleet, and water damage. Flood coverage is not provided. The policy contains exclusions, limitations, definitions, and conditions. Coverage is in effect only in the event you pay the monthly cost listed below and you continue to pay monthly through the duration of your agreement. I understand a portion of the cost I pay is applicable to the container company's expense in collecting, accounting, and remitting payment to the Insurance Company.

Deductible: \$250.00 for coverages up to \$10,000; \$500.00 for coverages exceeding \$10,000.

Coverage:

\$2,000.00 - \$18.99
\$5,000.00 - \$24.99
\$10,000.00 - \$44.99
\$15,000.00 - \$59.99
\$20,000.00 - \$74.99

All Insurance related questions and requests should be directed to:
Carstin Insurance Partners / Airpark Insurance, 16009 N 81st St., Ste 130, Scottsdale, AZ, 85260 (office) 833-659-7867
Email: sp-questions@carstin.com

To file a claim go to: <https://www.storageprotectors.com/file-a-claim/>

We're so happy you chose COOL-BINZ of Greater Naples for your storage needs! We're thrilled to have you as a valued customer. If you need any assistance please call our office at 239.370.2332.