



P. O. Box 8622, Mandeville, La., 70470  
 Ph: 985-542-5617 Fax: 985-467-1585  
 www.AandMcontainer.com

REV08122020

**CREDIT CARD ACCOUNT (RENTAL)**

Name of Customer / Company:

\_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ - \_\_\_\_\_ Fax # \_\_\_\_\_ - \_\_\_\_\_

Email Address \_\_\_\_\_

Preferred Invoice Method (select one):

( ) Email: \_\_\_\_\_

( ) Snail Mail: (To above address)

For reoccurring credit card payments, signature herein is required authorizing A & M to use

the credit card to be kept on file.

\_\_\_\_\_

Signature

\_\_\_\_\_

Print

Delivery / Ship To Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

On Site Contact

Name \_\_\_\_\_

On Site Contact Phone # \_\_\_\_\_ - \_\_\_\_\_

On Site Contact Email

Address \_\_\_\_\_

Please review, sign and return the following standard Rental Agreement:



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## RENTAL AGREEMENT

Lessor agrees to rent equipment (Rental Items) identified at the top of this Agreement and which shall include any accessories, attachments or other similar items delivered to Lessee. Lessee acknowledges that Lessee has inspected the Rental Items prior to taking possession thereof, finds them in good working order and repair, and suitable for Lessee's needs. This Agreement is not a contract of sale, and the title to the Rental Items shall at all times remain with Lessor. Lessee shall keep the Rental Items free and clear of all mechanic's and other liens and encumbrances. LESSOR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.

Lessee acknowledges and assumes all risks inherent in the operation and use of the Rental Items by Lessee and agrees to defend, indemnify and hold Lessor harmless from and against any liability, claims and damages of any kind (including attorney's fees) for injuries or death to persons and damage to property arising out of use, maintenance, operation, possession, ownership or rental of the Rental Items, however caused.

At the expiration of the term, Lessee agrees to the following material conditions regarding the use and maintenance of the Rental Items: (A) to keep Rental Items in good condition and repair; (B) to conspicuously label (or display) the Rental Items so as to disclose Lessor's ownership at all times during the course of this Agreement; (C) to refrain from making or permitting any alteration to Rental Items during the term of this Agreement. Lessee shall be liable for all damages to or loss of the Rental Items. In the case of the loss or destruction of any Rental Items, or inability or failure to return same to Lessor for any reason whatsoever, Lessee will pay Lessor the full container replacement value (20' standard /\$3,500., 20' with doors on both ends / \$4,000., 20' lined and insulated /\$8,000, 40' standard /\$4,000., 40' with doors on both ends /\$4,500., 40' combination storage climate controlled / \$12,000.

Lessee shall provide ten (10) working days notice advance of pick-up. Rental charges apply for the earlier of five (5) days after pick up request or actual pick up date.

The term of this Agreement shall commence on the date of delivery and shall continue for a four week (28 day) period and shall thereafter continue on a 28 day basis, or until terminated as provided below. The rental fee for each 28 days shall be invoiced in advance every 28 days (beginning on the date of delivery) for the term of this Agreement. In addition to the rental payments, Lessee shall pay: (A) the delivery fee and pick up fee for Rental Items requiring delivery or pick up. All associated rental charges shall be payable in full upon return of the Rental Items to Lessor or prior to thirty (30) days following Lessor's invoice to Lessee, whichever comes first, and a late payment fee shall accrue on all past due rental charges equal to the lesser of 2% per month (24% per annum), or the maximum allowed by applicable law. (B) DAMAGE WAIVER CHARGE (DWC). If Lessee has accepted the "Damage Waiver Charge" as indicated in the appropriate portion of this agreement, and pays the required additional charges, then the Lessee shall not be obligated to provide proof of insurance and Lessor agrees to relieve Lessee for damages up to \$250. Charges for damage beyond \$250 must be paid for by Lessee. If Lessee declines DWC, Lessee must name Lessor as an Additional Insured and Loss Payee and provide Lessor with certificate as such. DAMAGE WAIVER CHARGE WILL BE BILLED FROM THE BEGINNING OF RENTAL UNTIL CERTIFICATE IS PROVIDED, REVERSAL OF THE CHARGE UPON RECIEPT SO LONG AS IT IS WITHIN 28 DAYS OF THE INVOICE DATE.

Should Lessee in any way fail to perform, observe or keep any provision of this Rental Agreement, Lessor may at its option do any one or more of the following: (a) terminate this Agreement (b) declare the entire rent immediately due and payable and commence legal action therefor: (c) re-take possession of the Rental Items, holding the Lessee liable for all rental and other charges; or (d) pursue any other remedies available



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by law. In the event of any actual or anticipatory breach by Lessee, Lessor’s employees or agents may, without notice or legal process, go upon Lessee’s property and take all action reasonably necessary to repossess the Rental Items. Lessee waives all claims for damages and losses, physical and pecuniary, caused thereby, and shall pay all cost and expenses incurred by Lessor in re-taking the Rental Items.

Lessee is responsible for all taxes, permits, fees, licenses, utility connections and foundation engineering. Lessor is not responsible for property damages such as but not limited to walls, fencing, grass, yard, concrete, asphalt or any other surface types including all underground items such as, but not limited to, plumbing and electrical, related to the delivery and placement of Rental Items.

Lessee agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement value of the Rental Items.

Lessee shall not sublease, sub-rent, assign or loan the Rental Items and any such action by Lessee shall be void.

Lessee agrees to use and keep the Rental Items at the job site set forth on the front page of this Agreement unless Lessor approves otherwise in writing.

Lessee agrees to pay all reasonable costs of collection, courts, attorney’s fees and other expenses incurred by Lessor in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms.

Lessee shall pay the rental charges without any offsets, deductions or claims.

The proper venue for any disputes under this Agreement shall be the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana.

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_