



- This contract becomes binding upon delivery of the capsule(s) and covers liability for any and all capsules rented under the account.
- I the tenant, authorize Capsule to charge the payment card I have provided.
- Your card will be charged the monthly rent the day of delivery and on the anniversary of delivery. Payment for the transport of the Capsule(s) will be charged at the time of service unless otherwise specified.
- Weight limit on the capsules is 6,000lbs of contents.
- Capsule is not liable for the contents in the container.
- Capsule **does not prorate.**
- If customer does not wish to agree to these terms, they must refuse delivery of the container(s)
- Customer is responsible for placement and any local laws and ordinances. CAPSULE will not place a container in the street or in public right of way, it must go on your property.
- The email the tenant provides is a sufficient and legal way to contact them with receipts, late notices, or notice of eviction if the customer becomes delinquent on payments.
- Container becomes late after 5 days of non-payment.
- Third party content insurance provers are available, and their information is on our site, or can be provided directly per request.
- CAPSULE is local to DFW and does not provide long distance moves. Tenant understands moving outside of DFW may result in Capsule not being able to provide them service. (Dallas, Tarrant, Denton, Collin, Rockwall, Parker, Ellis, Johnson, Hood, and Wise Counties)
- CAPSULE is not 24hr facility. Your CAPSULE can be accessed during business hours M-F 8-5 at 3509 N Main Cleburne, TX 76033
- CAPSULE will not place a container in the street or in public right of way, it must go on your property.
- CAPSULE is the only party allowed to move or relocate the CAPSULE containers, the Customer takes full responsibility for all damages, penalties, fees, and cost associated with the unauthorized relocation of a Capsule.
- Capsule does not reserve time frames for delivery

This is a legally binding document ("Agreement" or "Rental Agreement") that sets forth the terms and conditions of the agreement between BMH Transportation Inc., d/b/a Capsule (the "Capsule") and the person or entity named herein (the "Customer") pertaining to the leasing or renting of self-contained portable storage containers ("Container") for the transportation and storage of commercial goods, household goods and personal effects. **This Agreement affects your legal rights, please read it carefully.**

- 1) DESCRIPTION OF CONTAINER: Capsule leases to Customer one or more portable storage containers under the terms of this Agreement. Customer has the option to store the Container(s) with Capsule at Capsule's facility (the "Facility") or have the Container(s) remain at Customer's Location (as designated by Customer). Customer hereby authorizes Capsule to enter upon the property so designated for the purpose of making repairs or alterations to the Container(s) and taking such other action as may be necessary or appropriate to preserve the Container(s), or to comply with applicable Law including any applicable local, provincial or federal Law or regulation governing Hazardous Materials or to enforce any of Capsule's rights under this Agreement. Customer's use of the unit in any way is an acknowledgement that customer has inspected the unit and found it to be satisfactory for all of Customer's intended uses (said intended uses to be in accordance with the terms of this Agreement). Customer is solely liable for any damage to the Unit that occurs while the unit is stored on Customer's property.
- 2) SELECTION OF CONTAINERS AND EXCLUSIONS: Customer acknowledges that Customer has satisfied itself as to the suitability of the Container(s). Customer acknowledges that there are no agreements, representations, warranties or conditions, oral or written, express or implied, made by Capsule with respect to or in connection with the Container(s) or this Rental Agreement and the same are hereby expressly excluded. Customer acknowledges that the Container(s) has been inspected by the Customer and is being accepted on an "as is" basis. Customer affirms that there is no "bailment" or "deposit of goods for safekeeping" created by this Agreement. Capsule is not a "warehouseman" as that term is used under Texas law or any other law.



- 3) **TITLE:** Customer acknowledges that ownership and title to the Container(s) shall at all times remain vested in Capsule (or third parties under an agreement with Capsule).
- 4) **PROPERTY NOT SUITABLE FOR STORAGE:** Customer agrees that the Container(s) and the Facility are not suitable for the storage of valuable property (defined as property that is worth more than \$4,500.00 USD), irreplaceable property (defined as property that cannot be readily and easily purchased on the open market in the United States), items that need to be kept in controlled environment, or items susceptible to changes in weather and other environmental conditions. This includes, but is not limited to, heirlooms, firearms, rare objects, antiques, records, writings, works of art, photographs, electronics, certain types of wood, and other perishable items. Customer shall be exclusively liable for damage or loss to any property stored in violation of this paragraph.
- 5) **TERM:** The Effective Date of this Agreement is the date the Container is delivered to Customer. The Term of this Agreement continues for each successive month following delivery until this Agreement is terminated as provided herein. Money paid for use of the unit is classified as "Rent." Rent shall be in the amount reflected on the Price Agreement, which will be given to Customer prior to or on the Effective Date. Rent (and fees) for the first month is due prior to the Effective Date. Rent (and fees) for each successive month is due on the last day prior to the anniversary of the Effective Date (for example, if the Effective Date is March 10, subsequent payments will be due on the 9<sup>th</sup> day of each successive month). If the Effective Date falls on a date that does not occur in every month (for example, the 31<sup>st</sup> of a month), then Rent shall be due on the last day of a given month which is not later than the anniversary of the Effective Date. By way of example, and not limitation, if a Customer's Effective date is February 1, subsequent payments will be due February 28, March 31, April 30, and so on. If Rent remains unpaid for 10 days after its due date, Capsule reserves the right to cut the lock on the Container(s) and take an inventory in preparation for public sale. Prepaid Rent is non-refundable. Timely payments of Rent are a material part of this Agreement, and time is of the essence in the payment of Rent. Capsule may change the amount of Rent and the terms under which Rent is due by giving customer 30 days written notice. If Customer is late in the payment of Rent, Capsule shall have a lien against the property in the unit to secure payment of the Rent owed under this Agreement. Acceptance of less than the full amount owed by Customer at any given time shall not operate to release Capsule's lien. If Customer's account is delinquent in any amount for more than 30 days, Capsule may exercise its right to sell the property stored in Customer's container. **Any terms that may be outside of these guidelines can be permissible if only mutually agreed upon and written out, such as in an invoice for a third party such as a restoration company.**
- 6) **LIEN:** Customer affirms that Capsule has a lien (for Rent, labor, fees, or other charges, both existing now and arising in the future) on all personal property stored in the Container. In addition to all other remedies available under applicable state law, in order to secure Rent and all other charges and fees (including attorney's fees associated with lien foreclosure or collection activity), Customer grants Capsule a contractual lien on any property stored in Container(s). If Customer is late on payment of Rent or other fees due under this Agreement, Capsule may deny Customer access to the Container(s) until all Rent, fees, late fees, and costs owed to Capsule have been paid in full. Capsule may enforce its lien under the terms of this agreement and applicable state and federal law. Customer's property may be sold or disposed of in accordance with applicable lien laws. Any amounts received through sale of Customer's property that exceed the amounts due to capsule will be paid to Customer if customer has provided Capsule (in writing) with their current whereabouts, or said amounts may be paid to the State Treasurer or other state official in accordance with applicable abandoned property provisions and laws. Capsule has no knowledge of the contents of Container(s), and Customer waives any requirement that Capsule provide a description of Customer's property in the unit (to the extent such may be required by state law).
- 7) **DISPOSAL OF PROPERTY:** If Customer is late in the payment of Rent (or any other amounts due under this Agreement), Capsule may, as an alternative to enforcing its lien rights, elect to dispose of all of customer's property in the Container by following the provisions of this paragraph. Capsule will send Customer written notice of its intent to dispose of Customer's property. If Customer does not pay all amounts owed within 10 days of the date the notice letter is mailed, Customer agrees that Capsule may simply dispose of the contents of Customer's container(s) identified in the notice letter. Capsule shall have no responsibility to examine the contents of the Container prior to disposal of Customer's property. Disposal of



Customer's property under the terms of this paragraph shall not constitute a waiver of Capsule's right to pursue any amounts owed by Customer under this Agreement prior to the date of disposal. Customer understands, agrees, and affirms the disposal procedures as outlined herein, and agrees to INDEMNIFY AND HOLD HARMLESS CAPSULE FROM AND AGAINST ANY AND ALL LIABILITY ASSOCIATED WITH OR RELATED TO CAPSULE'S DISPOSAL OF CUSTOMER'S PROPERTY IN ACCORDANCE WITH THIS PARAGRAPH. CUSTOMER WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST CAPSULE FOR LOSS OF PROPERTY OR PROPERTY DAMAGE IF CUSTOMER'S PROPERTY IS DISPOSED OF UNDER THE TERMS OF THIS PARAGRAPH.

- 8) **PACKING, PACKAGING AND WEIGHT RESTRICTIONS:** Customer assumes full responsibility and liability for packing Customer's property in the Container(s) and for securing Customer's property for over the road transportation. The maximum weight of Customer's property stored in a Container shall not exceed 6,000 lbs in an 8' x 16' container. If a Container is loaded with more than 6,000 lbs of cargo, Customer shall be responsible for any and all damages that may occur (whether to Capsule's vehicles or property, third party vehicles or property, personal injury damage, or otherwise).
- 9) **USE OF CONTAINER AND COMPLIANCE WITH LAW:** Customer shall not store any food or perishable goods, animals, Hazardous Materials, flammable materials, fuel, explosives, chemicals, or other inherently dangerous material in the Container(s). Customer shall not store any living thing in the Container. Container is not suitable for storage of plants, animals, humans, or any other thing which requires ventilation and oxygen. STORAGE OF PLANTS, ANIMALS, OR HUMANS IN CONTAINERS IS LIKELY TO RESULT IN SERIOUS INJURY OR DEATH. Customer shall not store any property in the Container(s) which would constitute (or result in) violation of any applicable state or federal law, local ordinance, or other legally enforceable regulation, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. Customer is responsible for all expenses incurred in connection with any investigation of site conditions, or any clean up, removal or restoration work required as a result of Customer's violation of this paragraph and said amounts shall be treated as additional rent and shall be due upon demand by the Capsule.
- 10) **CUSTOMER'S RISK AND LIABILITY/INSURANCE PROTECTION:** ALL PROPERTY IS STORED BY CUSTOMER AT CUSTOMER'S SOLE RISK, AND ALL PROPERTY AND CONTENTS INSURANCE IS CUSTOMER'S SOLE RESPONSIBILITY. Capsule does not directly provide insurance for contents, Third party **Insurance provider(s) information can be provided per request** if the customers homeowner, or renters insurance does not provide coverage. By signing this document, you acknowledge you have been given the opportunity for third party insurance. Customer shall be solely responsible for obtaining insurance to cover any loss or damage (of any kind or character) to Customer's property during storage, transportation, or otherwise associated with Customer's use of Container(s). Customer personally assumes all risk of loss or damage to Customer's property, however caused, including without limitation, due to burglary (occurring during transport or while in storage) mysterious disappearance, fire, water, rodent damage, earthquakes, acts of God, vandalism, mold or mildew or other vermin and all risk of loss or damage to property of Capsule arising directly or indirectly in any way from any matter or thing placed in a container(s) by Customer. Customer agrees that Capsule does not list, review or inspect the contents of the Container(s), nor has interest in or concern with the value, quality or type of goods stored in the Container(s) pursuant to this Rental Agreement. Capsule shall not be responsible for any loss, injury, or damage, unless such loss, injury, or damage is directly caused by Capsule's fraud, willful injury, or willful violation of law. **However, it is expressly understood and agreed that Capsule's cumulative liability (if any) arising under this Agreement or arising as a result of Capsule's acts or omissions in dealing with Customer (including Customer's agents, employees, assigns, payments, representatives and successors) and/or Customer's property shall be limited to the amount of money Capsule received from Customer under this Agreement. The existence of multiple claims shall not enlarge the limited cumulative liability described in this paragraph. To the extent allowed by applicable law, Customer waives all claims for consequential, special, punitive, and incidental damages that might otherwise be available to customer.**
- 11) **COMPLIANCE WITH APPLICABLE LAW:** It shall be Customer's responsibility to ensure that Customer's use of Container(s) complies with all applicable ordinances, laws and regulations. It shall further be Customer's responsibility to ensure that storage of Container(s) on Customer's property does not violate any land use restrictions or limitations (such as, by way of example and not limitation, deed restrictions).



- 12) PERSONAL INJURY: Capsule and Capsule's agents (including the owner of any facility used to store Containers) shall not be liable to Customer or Customer's agents, invitees, family, friends, or associates for any personal injury arising from Customer's use of the Container or facility.
- 13) INDEMNITY: **Customer shall indemnify and hold harmless Capsule (including Capsule's agents, employees, attorneys, associates, affiliates, successors, assigns, directors, and all other persons associated with Capsule's business operations) from and against any losses, liabilities, costs, expenses, fines, fees, attorney's fees, damages, claims, demand, causes of action and lawsuits arising from, or in any way associated with, Customer's use of the Container(s) or Facility, including, without limitation, as a result of any breach of the terms of this Agreement.**
- 14) PLACEMENT OF CONTAINER: Customer understands that placement area shall have adequate width, depth and height clearance and maneuvering space. Customer's use and placement of the Container(s) may be subject to state, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules for which Customer assumes full responsibility for any fines and/or penalties. Customer authorizes Capsule to 1) Drive on Customer's lawn or other non-paved area in order to place the Container(s) in the area designated by Customer or to place the Container(s) in an area lacking adequate clearance, or 2) Drive on a paved surface. In either case Customer assumes full risk for all damage resulting from the placement of the Container(s) and relieves Capsule from any responsibility for such damage. Additionally, Customer acknowledges that Capsule recommends against driving on Customer's Lawn or non-paved, and certain paved, areas.
- 15) TERMINATION AND RETURN OF CONTAINER: Capsule may terminate this agreement at any time by notifying customer via email, text, or mail. Provided that Customer is not in violation of the terms of this Agreement, Customer may terminate this Agreement by providing Capsule with written notice, and Customer's termination will be effective on the last day of the month during which written notice is received by Capsule. At the expiration of the term of the Rental Agreement or upon earlier termination of this Rental Agreement for any reason, Customer shall deliver up possession of the Container(s) to Capsule at the Customer's address specified in the Invoice(s). If Customer fails to do so within five (5) days, Capsule shall have the right to enter upon the premises where the Container(s) may be and take possession of the Container(s) at Customer's expense, with or without legal process. Customer hereby waives any claims for damages which it might otherwise have by reason of any such entry, taking or removal. If the Container(s), when returned to or recovered by Capsule, is not in good condition and repair, Capsule may make all repairs and replacements necessary to place the Container(s) in as good condition as it was at the Commencement Date, reasonable wear and tear alone excepted, and Customer shall pay the cost of such repairs and replacements upon demand as additional rent. **Customer aggress to Capsules right to enter premises of the location the Capsule(s) is located at any time to return the Capsule(s) due to unpaid rent or termination of agreement.** Customer Herby waives any rights of against Capsule by reason of such taking or entry and agrees to reimburse Capsules cost of repossession if any. Customer aggress to pay any balance, late fees or cost associated with the retrieval of the Capsule(s) if any
- 16) PRICING and RATEs, all pricing and rates are transmitted via email prior to delivery. **Capsule does not prorate rent.** Delivery fees are subject to change if delivery locations change based on original quote. If out of service area CAPSULE may not be able to provide delivery. Due to fuel, regulations, and external factors, rates are subject to change at a maximum of 10% increase a year with 30 days' notice. Late fees, and transportation fees associated with unpaid rent will be charged to customer account.
- 17) **Reserving, Scheduling, Transport and Deliveries:** Capsule works the deliveries into schedule on a specified day. Customer understands that we do not reserve time slots for delivery. Capsule does not provide Transports on Sunday. IF a delivery must be there by a specific time, it should be delivered the day before. Likewise, if a Capsule needs to be gone by a certain time, it needs to be ready first thing that morning or the day prior. Capsule does not provide same day delivery and pick up. Specific scheduling can be discussed with Capsule. Although Capsule may be able to get to things quicker, we request 3 business days lead time to insure adequate scheduling. The reservation of One capsule dose does not guarantee you the ability to order another one to due supply and availability.



- 18) **CAPSULE reserves the right to remove the container(s) in any situation we feel CAPSULE property is at threat of being damaged.** CAPSULE reserves the right to remove the container from the property, to avoid damaging the container or the contents inside, CAPSULE has customer permission to remove the container at the expense of the customer if a landlord or municipality threaten to remove it themselves. The customer grants us access to the container and understands they are responsible for the local laws, ordinances, and permission or placement on the property. Customer is also aware, that **no other company or individual is permitted to move the container(s) except CAPSULE** on site or off. If there is any unauthorized relocation of the container the client takes full financial responsibility of the container, cost inquired, and / or damage done to the containers. If customer is aware of any attempts to move a container by anyone else, they agree to immediately contact CAPSULE.
  
- 19) **TIME OF ESSENCE, HEADINGS:** Time is of the essence of this Rental Agreement. Insertion of headings in this Rental Agreement are for ease of reference only and do not constitute part of the Rental Agreement.
  
- 20) **GOVERNING LAW:** This Rental Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Customer agrees that this Agreement is considered effective once it is signed by Customer and accepted by Capsule in Johnson County, Texas. Venue for any suit to interpret or enforce this agreement shall be in Johnson County, Texas, to the exclusion of all other permissible venues.
  
- 21) **MILITARY SERVICE INFORMATION:** "Military Service" as used in this paragraph means: 1) full-time active duty members of the five military branches (Army, Navy, Air Force, Marine Corps and Coast Guard); 2) Reservists on federal active duty; and 3) members of the National Guard on federal orders for a period of more than 30 days. Customer acknowledges that they are **not** in active Military Service as of the date of this Agreement. Customer further agrees to notify Capsule in writing if customer begins active Military Service during the term of this Agreement.

If you are in active Military Service as of the date of this Agreement, please initial here:

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CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT. IF CUSTOMER IS AN ENTITY, THEN THE PERSON SIGNING THIS AGREEMENT VERIFIES THAT: 1) THEY HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ENTITY, AND 2) BY SIGNING THIS AGREEMENT THEY ARE PERSONALLY AND INDIVIDUALLY GUARANTEEING PERFORMANCE AND PAYMENT BY THE COMPANY UNDER THIS AGREEMENT; SHOULD THE ENTITY FAIL TO PAY OR PERFORM, THE PERSON SIGNING BELOW AGREES TO BE PERSONALLY LIABLE FOR THE ENTITY'S OBLIGATIONS UNDER THIS AGREEMENT. CUSTOMER AGREES THAT ALL MATURED, UNPAID AMOUNTS UNDER THIS AGREEMENT SHALL BEAR INTEREST AT 18% PER ANNUM UNTIL PAID IN FULL.

THE ENTITY AGREES TO THESE TERMS AND UNDERSTANDS THEY TAKE RESPONSIBILITY FOR THE ABOVE CONDITIONS ON BEHALF OF ANYONE OR ENTITY THEY REPRESENT.

Name (s): \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Signature

**Automatic Payment Authorization Form**

CAPSULE, henceforth known as the Company, requires an automatic payment option. With this option, your monthly payment will automatically be withdrawn from your checking account or your credit card account. Which will be kept on file for future charges until you are completely moved out. Charges will include tax, monthly rent, and transport fees. These fees can be provided via email specific to your move or needs. Capsule does not prorate. Payment is due on demand.

**Credit card#: To be Securely transmitted online or phone:**

I, the undersigned, authorize the management of CAPSULE, to charge the payment option I provide which I am authorized to do so charges incurred on the unit(s) for which I accept delivery of. I also understand that I may terminate this agreement by giving notice to the Company. I may do this at any time in writing but must allow a reasonable amount of time after receipt for the Company to act upon it. I also understand that additional service charges may apply if payment is returned due to insufficient funds.

I have legal authority over the payment option provided to company and agree to payment terms.

\_\_\_\_\_  
\_\_\_\_\_  
**Tenant Signature** **Date**