



Chattanooga Trailer and Rental
7445 Lee Hwy
Chattanooga, TN 37421
Phone: 423-899-1744

Quote
~~INVOICE~~

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112004875

Order Date: 10/21/2022

Bill To:
Dalton City Parks & Recreation
904 Civic Drive
Dalton, GA 30721

Ship To:
Dalton City Parks & Recreation
904 Civic Drive
Dalton, GA 30721

Phone #: 706-278-5404
Contact #:
Email:

Phone #: 706-278-5404
Contact #:
Email:

Customer #: 1120002190		SalesPerson: HSE	PO#:	Terms: Net 30	
Qty	Item	Description		Unit Price	Extended
1	40' HC One Tripper	40' High Cube Single Trip Container		185.00	185.00
1	VV-5088	Container, 20' SU		125.00	125.00
1	Delivery & Pickup	Delivery Fee		1,300.00	1,300.00
		Pick up and delivery for a 20 and 40ft container to 409 Mitchell Street, Dalton GA 40ft at \$400.00 each way 20ft at \$250.00 each way			

Subtotal:	\$5,020.00
Tax :	
Order Total:	\$5,020.00

Payment Received:

On Account **\$5020.00**

TRAILER LEASE AGREEMENT
Chattanooga Trailer & Rental, Inc.
7445 Lee Highway, Chattanooga, TN 37421

Between: Dalton City Parks & Recreation 904 Civic Drive Dalton GA 30721

LESSEE and CHATTANOOGA TRAILER & RENTAL, INC., LESSOR. The LESSOR agrees to lease to LESSEE and LESSEE agrees to lease from LESSOR, subject to all the terms and conditions contained herein, the following described trailer or equipment together with all accessories and equipment attached thereto:

DESCRIPTION: 20' Container
EQUIPMENT NUMBER: VV-5088
SERIAL NUMBER: MBGU-520307-7

LESSEE hereby acknowledges receipt of said equipment in good repair and working condition for the purposes for which it has been leased, i.e. a storage trailer or a road trailer or a tractor,

1. **TERMS AND PAYMENT.** The term of this Lease shall begin October 28, 2022 and end October 28, 2023. This term begins at the time that the said equipment leaves the premises of the LESSOR and the LESSEE'S responsibility under the terms of this Lease shall continue until said equipment is returned onto the property of the LESSOR.
2. The LESSEE agrees to pay as total rental the sum of 125.00 per month during the term of this Lease. This payment shall \$2000.00 which includes the delivery fee and pick up fee of \$250.00 each way and 12 months' rent to be paid simultaneously with the execution of this lease made directly to the LESSOR at its above-mentioned address. Any delinquent payments under this Lease shall bear interest at the maximum legal rate from the date when due until paid.
3. **TAXES.** In addition to the lease payments required hereunder, LESSEE shall be liable for any and all taxes, fees, and assessments however designated due from the LESSOR or from the LESSEE which are levied or based upon the lease payments or the equipment Lease during the period of the Lease.

THE PARTIES AGREE THAT THE INCORPORATED PROVISIONS SET FORTH ON THE NEXT PAGE HAVE BEEN READ BY THEM AND ARE AN INTEGRAL PART OF THIS LEASE. **Lessee is responsible for all maintenance.**

IN WITNESS WHERE OF, the LESSOR and LESSEE have executed this Lease as of the date above specified.

LESSEE:

BY: _____

PRINT: _____

TITLE: _____

WITNESS: _____

TITLE: _____

LESSOR: **CHATTANOOGA TRAILER & RENTAL, INC.**

BY: _____

PRINT: _____

TITLE: _____

WITNESS: _____

WITNESS: _____

INCORPORATED PROVISIONS

4. DEFAULT. In the event that the LESSEE fails to pay any rental payment when and on the date it becomes due or to pay any sum or sums payable hereunder upon the date that they become due; or if a Receiver shall be appointed for benefit or creditors; or should LESSEE be the subject of any proceeding under the Bankruptcy Code or become insolvent or attempt to remove, sell, transfer, encumber, sublet, use equipment other than for storage or the state purposes of this Lease, or part with the possession of any Equipment rendered hereunder or do any act or thing tending to impair its possession or the right of possession and title of the LESSOR; or should the LESSEE fail to perform any other term or condition hereof, the LESSOR may: (A.) Immediately repossess said equipment without legal action and have the right to come upon the premises of the LESSEE for the removal of this equipment, and in such event the LESSEE agrees to reimburse the LESSOR for all costs, including any attorney's fees incurred in the repossession and removal of said equipment and its return to the premises of the LESSOR; (B.) Proceed with any court action either at law or in equity, to enforce performance by the LESSEE or to obtain the equipment hereby leased to recover damages including all future rentals due under the agreement which shall then be accelerated and be due in full; and in any event any reasonable expenses incurred by the LESSOR in connection with the enforcement of any of the terms or breach of the same of this Lease shall be reimbursed by the LESSEE including but not limited to expenses of moving the equipment, attorney's fees, taxes, costs, and expenses. (C.) LESSOR shall have the right to unload any items or materials in the equipment and dispose of the same in the manner it elects, whether to discard the same without notice to LESSEE or to enforce a warehouseman's lien against such items or materials under T.C.A. 47-7-101, et. Seq.
5. REPAIRS AND MAINTENANCE OF EQUIPMENT – INSPECTIONS. The LESSEE leases this equipment where is, as is, and LESSOR is not responsible for any damage caused by the condition of the equipment to any goods or materials placed therein. The LESSEE shall provide and pay for at its expense all repairs and maintenance as may be necessary to keep the equipment in good repair and operating condition. All said repairs furnished to and used for the repair of the equipment should become the property of the LESSOR. The LESSOR shall not be liable to the LESSEE for any loss, damage, expense of any kind caused directly or indirectly by any of the equipment or by the use or maintenance thereof or repairs, servicing, or adjustments thereto or any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. LESSEE, at any time LESSOR so requests, shall permit the LESSOR to inspect the equipment.
6. STORAGE PURPOSE. This is a Lease of equipment for storage only unless otherwise indicated on the face of this agreement.
7. LEASE ONLY. Nothing herein conveys to the LESSEE any right, title or interest in or to any of the equipment except as a LESSEE.
8. ASSIGNMENT. LESSEE shall not assign, mortgage, or encumber this Lease or any equipment leased hereunder, nor sublet or suffers or permits any equipment to be used by others without the prior written consent of LESSOR.
9. LICENSES, ETC. LESSEE shall obtain all licenses, permits and other certificates as may be required by law or otherwise for LESSEE's lawful operation of the equipment and furnish evidence thereof to LESSOR. If LESSEE cannot obtain any of the foregoing and LESSOR can lawfully do so, LESSOR will, upon receipt of written request and the necessary cash from LESSEE, obtain such of the foregoing as it may lawfully obtain.
10. INSURANCE. LESSEE at its own expense shall carry adequate insurance against liability for bodily injury, including death, and property damage, with the minimum amount of \$300,000.00 and \$500,000.00 personal injury liability and \$100,000.00 property damage. LESSEE shall keep all equipment insured at its full insurable value against fire and theft and extended coverage perils. All such insurance shall be with LESSOR shown as additional insured and LESSEE shall furnish certificates of such insurance to LESSOR, which certificates shall be cancelable upon no less than 10 (ten) days' notice to LESSOR. LESSEE assumes all risk, responsibility and liability arising from the possession, operations and use of the equipment, howsoever imposed; including damages for injury and death to persons and property howsoever arising there from; and LESSEE shall indemnify, save and hold liability by reason of its ownership and leasing of the equipment including all claims, liens for storage, labor and materials and all loss of and damage to said equipment and loss, damage, claims, penalties, liability and expense including attorney's fees, howsoever arising or incurred because of said equipment or the storage, maintenance, use or operation thereof.
11. RETURN. LESSEE agrees at the expiration or termination or cancellation of this Lease to return the equipment to LESSOR, at its address where initially obtained or to such other address as may be directed at LESSEE's sole cost and expense in the same operation condition, order, repair and appearance as when received, reasonable wear and tear only excepted, and shall pay for any repairs necessary to restore the same to its original condition.

TRAILER LEASE AGREEMENT
Chattanooga Trailer & Rental, Inc.
7445 Lee Highway, Chattanooga, TN 37421

Between: Dalton City Parks & Recreation 904 Civic Drive, Dalton GA 30721

LESSEE and CHATTANOOGA TRAILER & RENTAL, INC., LESSOR. The LESSOR agrees to lease to LESSEE and LESSEE agrees to lease from LESSOR, subject to all the terms and conditions contained herein, the following described trailer or equipment together with all accessories and equipment attached thereto:

DESCRIPTION: 40' Container
EQUIPMENT NUMBER: VV-7117
SERIAL NUMBER: JSCU-512552-8

LESSEE hereby acknowledges receipt of said equipment in good repair and working condition for the purposes for which it has been leased, i.e. a storage trailer or a road trailer or a tractor,

1. **TERMS AND PAYMENT.** The term of this Lease shall begin October 28, 2022 and end October 28, 2023. This term begins at the time that the said equipment leaves the premises of the LESSOR and the LESSEE'S responsibility under the terms of this Lease shall continue until said equipment is returned onto the property of the LESSOR.
2. The LESSEE agrees to pay as total rental the sum of 185.00 per month during the term of this Lease. This payment shall \$3020.00 which includes the delivery fee and pick up fee of \$400.00 each way and 12 months' rent to be paid simultaneously with the execution of this lease made directly to the LESSOR at its above-mentioned address. Any delinquent payments under this Lease shall bear interest at the maximum legal rate from the date when due until paid.
3. **TAXES.** In addition to the lease payments required hereunder, LESSEE shall be liable for any and all taxes, fees, and assessments however designated due from the LESSOR or from the LESSEE which are levied or based upon the lease payments or the equipment Lease during the period of the Lease.

THE PARTIES AGREE THAT THE INCORPORATED PROVISIONS SET FORTH ON THE NEXT PAGE HAVE BEEN READ BY THEM AND ARE AN INTEGRAL PART OF THIS LEASE. **Lessee is responsible for all maintenance.**

IN WITNESS WHERE OF, the LESSOR and LESSEE have executed this Lease as of the date above specified.

LESSEE:

BY: _____ PRINT: _____
TITLE: _____
WITNESS: _____
TITLE: _____

LESSOR: **CHATTANOOGA TRAILER & RENTAL, INC.**

BY: _____ PRINT: _____
TITLE: _____
WITNESS: _____
WITNESS: _____

INCORPORATED PROVISIONS

4. DEFAULT. In the event that the LESSEE fails to pay any rental payment when and on the date it becomes due or to pay any sum or sums payable hereunder upon the date that they become due; or if a Receiver shall be appointed for benefit or creditors; or should LESSEE be the subject of any proceeding under the Bankruptcy Code or become insolvent or attempt to remove, sell, transfer, encumber, sublet, use equipment other than for storage or the state purposes of this Lease, or part with the possession of any Equipment rendered hereunder or do any act or thing tending to impair its possession or the right of possession and title of the LESSOR; or should the LESSEE fail to perform any other term or condition hereof, the LESSOR may: (A.) Immediately repossess said equipment without legal action and have the right to come upon the premises of the LESSEE for the removal of this equipment, and in such event the LESSEE agrees to reimburse the LESSOR for all costs, including any attorney's fees incurred in the repossession and removal of said equipment and its return to the premises of the LESSOR; (B.) Proceed with any court action either at law or in equity, to enforce performance by the LESSEE or to obtain the equipment hereby leased to recover damages including all future rentals due under the agreement which shall then be accelerated and be due in full; and in any event any reasonable expenses incurred by the LESSOR in connection with the enforcement of any of the terms or breach of the same of this Lease shall be reimbursed by the LESSEE including but not limited to expenses of moving the equipment, attorney's fees, taxes, costs, and expenses. (C.) LESSOR shall have the right to unload any items or materials in the equipment and dispose of the same in the manner it elects, whether to discard the same without notice to LESSEE or to enforce a warehouseman's lien against such items or materials under T.C.A. 47-7-101, et. Seq.
5. REPAIRS AND MAINTENANCE OF EQUIPMENT – INSPECTIONS. The LESSEE leases this equipment where is, as is, and LESSOR is not responsible for any damage caused by the condition of the equipment to any goods or materials placed therein. The LESSEE shall provide and pay for at its expense all repairs and maintenance as may be necessary to keep the equipment in good repair and operating condition. All said repairs furnished to and used for the repair of the equipment should become the property of the LESSOR. The LESSOR shall not be liable to the LESSEE for any loss, damage, expense of any kind caused directly or indirectly by any of the equipment or by the use or maintenance thereof or repairs, servicing, or adjustments thereto or any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. LESSEE, at any time LESSOR so requests, shall permit the LESSOR to inspect the equipment.
6. STORAGE PURPOSE. This is a Lease of equipment for storage only unless otherwise indicated on the face of this agreement.
7. LEASE ONLY. Nothing herein coveys to the LESSEE any right, title or interest in or to any of the equipment except as a LESSEE.
8. ASSIGNMENT. LESSEE shall not assign, mortgage, or encumber this Lease or any equipment leased hereunder, nor sublet or suffers or permits any equipment to be used by others without the prior written consent of LESSOR.
9. LICENSES, ETC. LESSEE shall obtain all licenses, permits and other certificates as may be required by law or otherwise for LESSEE's lawful operation of the equipment and furnish evidence thereof to LESSOR. If LESSEE cannot obtain any of the foregoing and LESSOR can lawfully do so, LESSOR will, upon receipt of written request and the necessary cash from LESSEE, obtain such of the foregoing as it may lawfully obtain.
10. INSURANCE. LESSEE at its own expense shall carry adequate insurance against liability for bodily injury, including death, and property damage, with the minimum amount of \$300,000.00 and \$500,000.00 personal injury liability and \$100,000.00 property damage. LESSEE shall keep all equipment insured at its full insurable value against fire and theft and extended coverage perils. All such insurance shall be with LESSOR shown as additional insured and LESSEE shall furnish certificates of such insurance to LESSOR, which certificates shall be cancelable upon no less than 10 (ten) days' notice to LESSOR. LESSEE assumes all risk, responsibility and liability arising from the possession, operations and use of the equipment, howsoever imposed; including damages for injury and death to persons and property howsoever arising there from; and LESSEE shall indemnify, save and hold liability by reason of its ownership and leasing of the equipment including all claims, liens for storage, labor and materials and all loss of and damage to said equipment and loss, damage, claims, penalties, liability and expense including attorney's fees, howsoever arising or incurred because of said equipment or the storage, maintenance, use or operation thereof.
11. RETURN. LESSEE agrees at the expiration or termination or cancellation of this Lease to return the equipment to LESSOR, at its address where initially obtained or to such other address as may be directed at LESSEE's sole cost and expense in the same operation condition, order, repair and appearance as when received, reasonable wear and tear only excepted, and shall pay for any repairs necessary to restore the same to its original condition.