



1-800-659-7368

DELIVERY ☐  
PICK-UP ☐  
MOVE ☐  
REPAIR ☐

Rental Contract: **47938**  
Date of Service: 09/17/20  
Driver: \_\_\_\_\_  
Sales Rep: \_\_\_\_\_  
Order taken by: TEG-SHINKLE

LESSEE: (Renter) ☐ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL ☐ OTHER

Name CITY OF DALTON

Person Placing Order JASON PARKER

Street Address PO BOX 1205

Suite # / Apt. # \_\_\_\_\_

City Dalton State GA Zip 30722

Federal ID # \_\_\_\_\_ SS# \_\_\_\_\_

E-mail Address JPARKER@DALTONGA.GOV

Office Phone # 706-529-2404

Fax # \_\_\_\_\_

Billing Address if different than above \_\_\_\_\_

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

Billing Phone # 706-529-2404 Contact: JASON PARKER

**EQUIPMENT LOCATION:**

Business Name or Job CITY OF DALTON CRESCENT CITY

Address or lot description 305 SOUTH DEPOT STREET

City Dalton State GA Zip 30720

County Whitfield

Job-Site Phone # \_\_\_\_\_

PO# \_\_\_\_\_ Job # \_\_\_\_\_

Job-Site Contact \_\_\_\_\_

**DIRECTIONS:**

**SPECIAL INSTRUCTIONS:**

\* UNIT TOOK OVER FROM "FRIENDS OF THE CRESCENT CITY" \*

**Payment Address**

**Corporate Location:**

107 Gass Drive  
Greeneville, TN 37745  
Phone: (423) 638-4681  
Fax: (423) 787-0401

**Branch Locations:**

Greeneville, TN (423) 638-4681  
Knoxville, TN (865) 521-0063  
Asheville, NC (828) 259-3777  
Greenville, SC (864) 295-9990  
Marietta, GA (770) 421-0399

Date Called In: 09/18/20 Sales Tax \_\_\_\_\_

Rental Period: \_\_\_\_\_

Basic Rental Rate: \$75.00

Property Exp (If Applicable) @ 5% per unit

Billing Cycle Monthly

Delivery Charge (On first bill) \$0.00 ea

Pick-Up Charge (On first bill) \$0.00 ea

On-Site Time Allowance 30 minutes per delivery  
(on trailers and containers only)

Stand-by and/or extra time charges @ \$45.00/hr. per man  
Moving Charges port to port @ \$75.00/hr. per man

Extra Equipment Furnished Block & leveling \_\_\_\_\_

Steps \_\_\_\_\_ Tie Downs \_\_\_\_\_

Locks \_\_\_\_\_ Tear Down \_\_\_\_\_

**EQUIPMENT IDENTIFICATION:**

Unit # 996579 Equipment Size 20' x 8'

Type C20 Lot: \_\_\_\_\_ Rate \$ \_\_\_\_\_

Unit # \_\_\_\_\_ Equipment Size \_\_\_\_\_ x \_\_\_\_\_

Type \_\_\_\_\_ Lot: \_\_\_\_\_ Rate \$ \_\_\_\_\_

Unit # \_\_\_\_\_ Equipment Size \_\_\_\_\_ x \_\_\_\_\_

Type \_\_\_\_\_ Lot: \_\_\_\_\_ Rate \$ \_\_\_\_\_

Unit # \_\_\_\_\_ Equipment Size \_\_\_\_\_ x \_\_\_\_\_

Type \_\_\_\_\_ Lot: \_\_\_\_\_ Rate \$ \_\_\_\_\_

Unit # \_\_\_\_\_ Equipment Size \_\_\_\_\_ x \_\_\_\_\_

Type \_\_\_\_\_ Lot: \_\_\_\_\_ Rate \$ \_\_\_\_\_

Driver: Done \_\_\_\_\_ Initial \_\_\_\_\_

Time In \_\_\_\_\_ Time Out \_\_\_\_\_

Not Done \_\_\_\_\_ Reason \_\_\_\_\_

I acknowledge receipt on good order of above items.  
I have read & agree to the Terms & Conditions on the reverse side.

Signature \_\_\_\_\_

Print \_\_\_\_\_

## CONDITIONS OF LEASE AGREEMENT

1. Lease. Customer lease from TEG Enterprises, Inc. ("TEG") all units identified on the reversed hereof and substituted or added units (collectively, "Units"). Unless identified in writing as a sale, Customer shall not acquire any ownership interest in any Unit. The term of this lease ("Lease") commences upon delivery of a Unit and continues until terminated as provided herein. Customer shall pay TEG for each 28-day or other period agreed upon by TEG and Customer (each a "Period") the lease charges, which are subject to change without notice, taxes, Damage Waiver Program charge ("Damage Waiver") and other charges set forth in invoices delivered to Customer (collectively, "Charges"). Customer shall owe all Charges for each Period regardless of the number of days in such Period the Unit was leased by Customer. Customer shall pay TEG a late charge of 10% of the unpaid Charges which begins accruing one Period after the Charges are due. All lease to own contracts are void if any payment is 30 days past due.

2. Delivery. Customer agrees to accept each Unit unless it delivers written objections to TEG within 3 days of delivery. Customer shall be solely responsible for any damages to contents of the Unit ("Contents"), the Unit or Customer's premises or property arising in connection with the delivery or removal of any Unit. Customer shall not store hazardous materials in any Unit, remove any Unit from the United States or alter the Unit in any way. Customer shall pay TEG all Charges until any damaged Unit is rental ready and all costs to clean, repair, restore to good working order or make ready for lease any Unit, remove any locks from any Unit or remove, store and dispose of any abandoned Contents. From delivery TEG may inspect any Unit at any time. If any Unit is destroyed, damaged beyond repair, lost or stolen, Customer shall pay TEG greater of the book value or fair market value of such Unit. Customer's use of the Unit shall comply with applicable laws. Customer shall pay for all of the following arising from Customer's use of any Unit: fees, permits, fines, taxes, penalties, towing charges, impound fees and other charges. TEG may assign a number ("Confirmation Number") to confirm the date of delivery or removal of a Unit.

3. Warranty Disclaimer. Customer assumes and shall bear all risk of loss, theft or damage to the Unit and its Contents for any cause whatsoever, including, without limitation, damage caused by leaking of any Unit, condensation, humidity, transport, theft, fire, vandalism, vermin, heat, cold, dust, water or loss caused by forces of nature. Customer shall keep the Unit free from all liens and grants a lien in all. Contents and proceeds thereof to secure payment of the Charges. TEG shall not be responsible for any damage to Contents in the Unit or any property of Customer sustained in connection with the delivery, removal or repossession of any Unit. TEG MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE UNITS OR SERVICES PROVIDED BY TEG INCLUDING, WITHOUT LIMITATION ANY CONDITION OR COMPLIANCE WITH LAW. Customer leases the Units hereunder as "as is." TEG shall not be liable for any damages, loss of profits, loss of or damage to property stored in or around the Units, loss of business income, personal injury, death or other damages, direct or indirect, consequential or otherwise of Customer or Customer's agents or invitees caused by or resulting directly or indirectly from any defect in the Units, transport of the Units or damage caused to Customer's property or goods caused by the negligence of TEG, its employees or agents. Customer shall indemnify, hold harmless, defend and reimburse TEG and its directors, officers, shareholders, employees, agents, affiliates and assigns ("TEG Related Parties") from and against all losses, damages, death, claims, injuries, costs and attorney's fees, whether or not caused by the concurrent negligence of TEG Related Parties arising from (i) the loss of, damage to or destruction of Unit(s) due to collision, forces of nature, fire, explosion or other casualty, (ii) damage to Customer's goods or property caused during storage in or transport of the Units, (iii) any levy, attachment or repossession of Units, (iv) any fine, liens, tax, assessment, penalty, towing, impound or other charges arising from Customer's use of the Units or (v) Customer breach of the Lease.

4. Lessee further agrees. At Lessee's cost and expense, Lessee agrees to procure and deliver to Lessor, simultaneously with or prior to delivery to Lessee of the equipment to be leased hereunder, and keep in full force and effect during the entire term of this Agreement, a policy or policies or insurance satisfactory to Lessor as to the insurer and as to the form and amount of coverage, with premiums prepaid thereon for the term of this Agreement, protecting Lessor against all loss and damages it may sustain or suffer because of (a) the loss of or damage to said trailers, or any thereof, because of fire, theft, collision, lightning, flood, windstorm, explosion or other casualty, and (b) the death of, injury to, or damage to the property of any third person as a result of, in whole or in part, the use or condition of said trailers, or any thereof, while in the custody, possession, or control of Lessee with limits of \$250,000 to \$1,000,000 as to personal injury liability and \$50,000 as to property damage liability. Single interest liability insurance protecting Lessor only may be obtained by Lessor at the expense of Lessee if Lessee does not provide the liability insurance described above, provided, however, that Lessor is not required to purchase such insurance and Lessee's obligations to procure insurance shall not be relieved or affected in any respect. If Lessor does purchase such single interest liability insurance, It is understood that procurement of insurance by Lessee as herein provided or Lessee's failure to procure the same shall not, and does not, affect Lessee's other covenants, obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the equipment leased hereunder shall not terminate this Lease nor, except to the extent, and only to the extent that the Lessor is actually compensated by insurance paid for by Lessee, relieve Lessee of any of Lessee's liability hereunder; Lessee is, and shall be and remain, a full insurer of the equipment leased, and Lessee hereby releases and waives any and all defenses available to a bailee by law.

5. Miscellaneous. TEG may terminate this Lease at any time without notice for any reason whatsoever. Customer releases any claim that this Lease imposes upon TEG any duties of a bailee. Each of the following constitute and "Event of Default:" (a) Customer's failure to perform any terms of this Lease or (b) bankruptcy, reorganization or insolvency proceedings instituted by or against Customer. Upon an Event of Default or thereafter (i) TEG may, without legal process or notice, terminate this Lease, enter any premises where any Unit is located, repossess the Units, remove any Unit locks or pursue any other remedy available and (ii) Customer shall, at its sole expense, return all Units to locations designated by TEG. Customer agrees to pay, as liquidated damages, the greater of the book values or fair market value of any Unit not returned to or repossessed by TEG and interest at two percent (2%) per month, or at the highest legal rate, plus TEG's collection fees, attorney's fees and any other cost incurred by reason of any Event of Default or the exercise of TEG's remedies. No remedy referred to is exclusive, and each shall be in addition to any remedy referred to herein or otherwise available to TEG. Any endorsements appearing on Customer's checks do not, because of such Number if Customer cannot provide the Confirmation Number to TEG. Customer shall not transfer or hypothecate the Unit or assign its duties under this Lease. Customer shall not sublease the Unit. TEG may assign, pledge or transfer its rights under this Lease without Customer's consent. All notices hereunder shall be in writing. This Lease (A) may only be amended by a writing executed by all parties, (B) shall be governed by the state laws where this Lease was executed by TEG, and (C) contains the entire understanding of the parties and supersedes all prior and contemporaneous agreements, oral and written, among the parties with respect to such subject matter. If any term herein is unenforceable, such term shall be invalid to the extent of such invalidity without rendering unenforceable the remainder of the Lease.

6. Sale. If indicated in writing on the reverse hereof as a sale, Customer hereby purchases from TEG all of TEG's right, title and interest in the Units. CUSTOMER AGREES THAT THE UNITS AND OTHER ITEMS DELIVERED TO CUSTOMER ARE DELIVERED "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS. TEG HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES AND RELEASES ALL OBLIGATIONS AND LIABILITIES OF TEG, AND RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST TEG, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FAULT OR DEFECT IN THE UNITS OR OTHER ITEM DELIVERED PURSUANT TO HERETO, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, QUALITY, DESIGN, CONDITION OR COMPLIANCE WITH LAW. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. This warranty is not transferable by Customer.

I Certify I Have Read And Understand The Above Information

TEG Enterprises, Inc.

Signature X

Date \_\_\_\_\_