

**Containers & Equipment  
Gibbons Industrial Park  
Gibbons, Ch.Ch, BB17101  
Barbados  
Tel: 246-622-1225**

## **OFFICE CONTAINER TERMS & CONDITIONS**

1. This agreement is between the Tenant, as indicated on the Business Account Application and Charmack Investments Inc. (hereinafter referred to as "Management")
2. Management does hereby rent to Tennant one office container of size indicated on the monthly invoice at a location decided by Tenant and approved by Management to be used for an office or business property for the monthly rate also indicated on the monthly invoice. The minimum rental period for a 20' office container is two (2) months and a 40' office container is four (4) months.
3. Tenant acknowledges that Management does not carry any insurance which in any way covers any loss whatsoever that Tenant may have or claim by renting the Office Container. All property stored inside the Office Container shall be at Tenants sole risk.
4. Tennant further covenants with management that at the expiration of terms of this lease, peaceable possession of the Office Container shall be given to the management, in as good condition as it is now, normal wear and tear accepted; and the tenant agrees not to let, sublet, or assign the whole or any part of the Office Container without written consent of the management. Tenant agrees not to affix shelving or other articles to the walls, ceiling or doors. Tenant also agrees not to move the Office Container unless expressly permitted by Management. Doing so will result in the immediate termination of the rental contract and agreement.
5. Tenant agrees to keep Management updated of any change in address and/or phone numbers. Until we are notified in writing with your signature, the only valid address and phone number present is on the Account Application.
6. Tenant shall not place or keep in the Office Container explosives, flammable liquids, contraband or other goods prohibited by the law and agrees to abide by any rules promulgated by management governing the use of the Office Container. Tenant shall not permit damage to the Office Container and shall indemnify and hold management harmless from any claim or cause of action arising out of tenant's use of the Office Container. Tenant assumes responsibility for any loss or damage of property stored by tenant in the Office Container and may or may not elect to provide insurance coverage for the same. MANAGEMENT DOES NOT MAINTAIN INSURANCE FOR THE BENEFIT OF TENANT, WHICH IN ANYWAY COVERS ANY LOSS WHATSOEVER THAT TANANT MAY HAVE OR CLAIM BY RENTING THE OFFICE CONTAINER AND EXPRESSLY RELEASES MANAGEMENT FROM ANY LOSSES AND/OR DAMAGES TO SAID PROPERTY CAUSED BY FIRE, THEFT, WATER, RAINSTORMS, TORNADO, EXPLOSION, RIOT, RODENTS, CIVIL DISTURBANCES, INSECTS, SONIC BOOM, LAND VEHICLES, UNLAWFULL ENTRY, OR ANY OTHER CAUSE WHATSOEVER, NOR SHALL MANAGEMENT BE LIABLE TO TENANT AND/OR TENANT'S GUEST OR INVITES OR AGENTS WHILE ON OR ABOUT OFFICE.
7. All leases expire on the last day of each billing month. The management may terminate said lease at his option if tenant is not in full compliance with the terms of this lease, subject to management's approval. TENANTS FAILURE TO VACATE THE OFFICE ON THE LAST DAY OF THE BILLING MONTH AUTOMATICALLY RENEWS THE LEASE FOR ONE (1) MONTH.
8. Tenant agrees to give management ten (10) days written notice of his intention to vacate the Office Container. Rental payments are due on the first (1<sup>st</sup>) day of the rental month without demand. Payments made 30 days after the invoice date will be subjected to a 1.5% per month finance charge. Mailed payments must be postmarked before the due date to avoid late charge. If rental payments are not paid in full within 5 days of the due date, including late fees, and/or returned check charge, of miscellaneous charges, the management may at his option, declare the tenant in default. No notice need be given of default.
9. On or after day 11 of the rental month, the management may at his option prevent tenant's access to the Office Container until all rentals, late fees and miscellaneous charges are paid in full.
10. The personal property in the Office Container may be processed for public auction after day 15 of the rental month to satisfy the lien if tenant is in default. Management shall have a lien on all personal property stored with in the Office Container for rent, labour, or expenses reasonably incurred in the sale. All moving, storage and/or sales costs associated with the sale of goods shall be borne by tenant. After a lien against the personal property in the unit arises. ONLY A PAYMENT IN THE FULL AMOUNT OF THE LIEN WILL BE ACCEPTED TO SATISFY LIEN, PARTIAL PAYMENTS WILL NOT STOP ANY AUCTION PROCEDURES OR LEGAL ACTIONS.
11. Management may at this time move property to another location to be stored and tenant agrees to be solely liable for any damage, loss or expenses incurred by his action. And the parties agree that management shall have a lien upon all personal property stored in the Office Container to secure payment of this charge, as well as all other charges owed to management. If the rental account is brought current. AT ALL TIMES, MANAGEMENT WILL NOT SUPERVISE USE OF OFFICE CONTAINER IN ANY WAY. THE SAFETY OF ITEMS STORED BY THE TENANT IS THE RESPONSIBILITY OF THE TENANT.
12. In the event that management is required to obtain the services of an attorney to enforce any of the provisions of this lease, tenant agrees to pay in addition the sums due hereunder, an additional amount as and for attorney's fees and costs incurred.
13. Management will have the right in the event of an emergency to enter the Office Container with whatever reasonable force is necessary.
14. A returned check is subject to a charge of \$50.00, which shall be considered part of the rental. Unit shall be in default and locked by management, until amount of the returned check, returned check charge, and any additional charges due are paid in full. Payment must then be made in cash.
15. The monthly rental rate, deposit amount, late charge, and returned check charge are each subject to an increase on day 1 of each rental month. Tenant shall be given 30 days written notice of such increases and his lease shall be deemed to be so altered if the tenant continues his occupancy beyond the effective date of the increase. Notice shall be deemed given when management deposits first-class mail, postage prepaid to tenant address given on his lease or official change of address. Tenant shall appraise management of any change in his/her mailing address in writing within 20 days of such change. A new lease does not have to be executed for any new rental rate increases.
16. All tenants in default or tenants having prior returned checks, must pay in cash.
17. Any right granted herein to management may be exercised by management's rental agent or other representative or agent.
18. The covenants herein contained shall extend to and be binding upon the parties hereto, their heirs, executors, administrators and assigns.