

LEASE AGREEMENT REFRIGERATED CONTAINER

Agreement number:

YS CONTAINER SERVICES (NZ) LTD agrees to lease / rent

Unit number:

Lessee:

Address:

Commencing on:

For a period:

Terms of Lease: It is agreed that the unit listed above is rented for the period covered above and at a rate of \$ + GST per day.

The lessee on signing agrees in full to the rental conditions detailed above and on the reverse of this form.

Lessee:

Signed... _____ Date... _____

For YS Container Services (NZ) Ltd

Signed... _____ Date... _____

The following conditions apply:

- 1) INVOICES will be posted on a monthly basis in advance. Payment is due by the 20th of the month following the date of the invoice.
- 2) ANY OVERPAYMENT due to early return of the lease unit will be credited / refunded to the lessee's account.
- 3) DELIVERY CONDITION. All units will be in a fully serviced pre tripped condition, ready for use by the client. Temperature settings will be zero and will be required to be set by the lessee to their requirement.
- 4) MAINTENANCE ON LEASE. Where the lessee has taken our FMA (Fleet Maintenance Agreement) premium, the lessor agrees to cover all in service repairs other than those attributable to misuse, power fluctuation, and / or impact damage.
- 5) RETURN CONDITION. Save only for fair wear and tear, the container(s) shall be returned at the end of the term to the lessor's nominated depot in the same condition as when taken on lease. All costs associated with the dehire of the container and return to a leasable condition will be to the cost of the lessee.
- 6) RETURN COSTS. A charge of \$135 per container plus GST will be billed to cover handling, survey and PTI charge on dehire of the container to our nominated depot. This cost does not cover any repairs required to return the container to on hire readiness.
- 7) LOCATION. The unit is to be situated in a convenient position for recovery at the nominated site. Changes of site must be notified to YS Container Services (NZ) Ltd within 24 hours.
- 8) THEFT. YS Container Services (NZ) Ltd will take no responsibility for break-ins or theft of goods that may be stored in the above listed unit whilst under the lessee's control.
- 9) INSURANCE OF GOODS. Arrangements for the insurance of goods stored or carried in the above listed unit is the responsibility of the lessee. YS Container Services (NZ) Ltd will take no part in any such insurance contract.
- 10) STRUCTURAL FAILURE. The container is open to inspection by the lessee prior to signing of the lease agreement. The lessee accepts the container in the condition/structural state as is at the time of signing the lease. YS Container Services (NZ) Ltd accepts no responsibility in respect of any structural failure of the above listed unit and any loss that may occur as a result of structural failure of the above listed unit.
- 11) RECOVERY. Failure to make payments as per terms of lease gives the lessor the right to enter land and premises to recover possession of the container(s). All costs of recovery and/or repairs to return the equipment to on hire condition will be the responsibility of the lessee.
- 12) TOTAL LOSS. In the event of either total loss, theft or major damage to such a degree that repairs are uneconomic, the lessee will be responsible for the insurance excess cost which in this case is NZ\$750 +GST per container. Payment terms will be thirty (30) days from issue of invoice.
- 13) OWNERSHIP. Ownership of the above listed unit always remains with the lessor.