

MID GA TOTES — EQUIPMENT RENTAL AGREEMENT

Middle Georgia Totes, LLC d/b/a Mid GA Totes

Agreement version: 2026-10-10b

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This Equipment Rental Agreement (the “Agreement”) is a true lease of goods under Article 2A of the Georgia Uniform Commercial Code (O.C.G.A. § 11-2A-101 et seq.). It is not a sale, not a security agreement, and not a contract for household-goods moving services.

Company: Middle Georgia Totes, LLC, doing business as Mid GA Totes (“Company”)

Customer: The individual or entity named in the Booking (“Customer”)

Booking: The confirmation code, package, delivery date, pickup date, addresses, equipment quantities, and quote totals shown at checkout and in the confirmation email (the “Booking”)

By accepting this Agreement and completing payment, the Customer rents the equipment listed in the Booking from Middle Georgia Totes, LLC under the following terms.

1. Parties; Booking; capacity

Lessor is Middle Georgia Totes, LLC, a Georgia limited liability company doing business as Mid GA Totes (“Company”). If the Customer is an individual, the Customer represents that he or she is at least 18 years old and has legal capacity to enter this Agreement. If the Customer is an entity, the person accepting represents that he or she is authorized to bind that entity.

The Booking is incorporated into this Agreement. If this Agreement and the Booking conflict on price, quantity, dates, or addresses, the Booking controls for those items; this Agreement controls all other terms.

This Agreement becomes binding when the Customer accepts it electronically and the Company’s payment processor successfully captures or authorizes payment. Acceptance alone does not reserve equipment if payment fails.

2. Equipment; title; not a moving service

Rented items may include sanitized reusable approximately 27-gallon moving totes with snap lids, hand truck(s), and labels, in the quantities set in the Booking (including any à la carte extras). Equipment remains the sole property of Middle Georgia Totes, LLC at all times. Customer receives only a temporary right of possession and use. Customer may not sell, pledge, sublease, or encumber the Equipment.

Contents of the totes are the Customer’s property and responsibility.

Company provides equipment rental only. Company does not pack, load, unload, transport, or store Customer’s belongings and is not a household-goods motor carrier.

3. Rental period

The rental begins when Company completes delivery of the Equipment to the delivery address and ends when Company completes pickup of the empty Equipment at the pickup address, on the dates in the Booking (or as rescheduled in a writing or electronic confirmation from Company).

Package pricing includes 14 days beginning on the delivery date. Rental time past 14 days is charged at a flat price per extra week (or part of a week) for the selected package: Starter \$40, Standard \$60, Full \$80, Max \$110, as shown in the quote. Minimum rental length is 1 day after delivery. Maximum rental length available online is 28 days unless Company agrees otherwise in writing.

4. Fees and payment

The Customer agrees to pay the amounts shown in the Booking quote, which may include:

- Package fee (Starter / Standard / Full / Max, or other package then offered)
- Extra totes at \$5 each and extra hand trucks at \$15 each for the rental window
- Extra-week fee after the 14-day package window at the flat per-week price for the selected package (Starter \$40, Standard \$60, Full \$80, Max \$110), charged per extra week or part of a week
- Extended delivery fee for addresses outside the included delivery zone, calculated from driving miles beyond the zone edge at \$1.50 per mile (per applicable stop), as shown at booking
- Georgia state and local sales tax on taxable charges
- Any approved discount codes applied at booking
- Missed-trip mileage and failed-delivery charges under Section 6 at \$1.50 per driving mile round trip from Perry, Georgia

- Refundable deposit under Section 5
- Cleaning, replacement, retrieval, and other amounts that become due under this Agreement (including the flat cleaning fee under Section 5)

Payment is due when the Customer completes checkout. Signing this Agreement does not complete the rental until payment succeeds. Company may hold the Booking for a limited time while payment is pending.

Customer authorizes Company to charge the payment method on file for any amount that becomes due under this Agreement, including extra days, mileage, cleaning, replacement, and liquidated cancellation charges. Unpaid balances may be invoiced and, if unpaid after ten (10) days' notice, referred for collection. Customer shall pay Company's reasonable collection costs and attorney's fees to the extent allowed by Georgia law.

5. Deposit

A refundable deposit of \$100 is authorized or charged as shown at checkout. The deposit secures performance of this Agreement. It is not a limitation of Customer's liability and is not a prepaid rental credit except as applied under this Section.

After pickup, Company will inspect the Equipment. The deposit is refunded when all equipment is returned on time, complete, empty, and in acceptable condition, less any amounts owed under this Agreement (including replacement charges, unpaid fees, missed-trip mileage, extra-week fees, or the cleaning fee). Company will initiate any refund within ten (10) business days after completed pickup and inspection. Actual appearance of funds follows the payment processor's settlement cycle. Ordinary wear is not charged. When Equipment is returned with leftover trash, paint, adhesive, odor, or residue beyond ordinary household packing dust, the Equipment is not returned reasonably clean and Company may charge a flat cleaning fee of \$100 per Booking. The cleaning fee may be deducted from the deposit, with any remainder charged to the payment method on file.

6. Delivery, access, and pickup

Company delivers empty Equipment to the delivery address and picks up empty Equipment at the pickup address on the dates in the Booking (or as rescheduled with Company approval). Delivery and pickup are outdoor and ground-level only. The Customer must provide an outdoor, ground-level staging location with safe, legal vehicle and pedestrian access, a reachable adult contact, authority to receive delivery at that location (including any HOA, gate, or apartment permission), and space to stage the Equipment.

If delivery or pickup cannot be completed for reasons on the Customer's side (including locked or gated access, no outdoor ground-level staging location, no contact, unsafe conditions, wrong address, equipment not empty or not ready, or Customer no-show), the attempt is a missed trip. Company may charge a missed-trip fee equal to \$1.50 per driving mile for the trip to and from the address (round trip from the Company's Perry, Georgia base), and may schedule a later recovery trip subject to the same mileage charge for each additional trip. Extra-week fees under Section 3 continue until the equipment is recovered.

Empty return. Customer must return all totes, lids, the hand truck, and any extra hand trucks empty and staged outdoors at ground level on the pickup date. Full or debris-filled totes, equipment not ready for pickup, or a missed pickup for those reasons is a Customer-side failed pickup under this Section: (a) missed-trip mileage at \$1.50 per driving mile round trip from Perry applies for that attempt and each recovery trip; (b) extra-week fees continue under Section 3 until empty Equipment is recovered; and (c) the cleaning fee under Section 5 may apply for trash, paint, adhesive, odor, or residue beyond ordinary household packing dust.

Included delivery zone: the Company's listed Middle Georgia service counties on the Service Area page at the time of booking. Addresses outside that zone remain bookable; the extended delivery fee appears in the quote.

Company may photograph Equipment at delivery and pickup to record quantity and condition. Photos are used to perform this Agreement and resolve condition disputes.

7. Inspection and acceptance

Customer shall count the Equipment at delivery and notify Company of any shortage, cracked tote, broken lid, or disabled hand truck within 24 hours after delivery. If Customer does not give that notice, the delivered count and condition in Company records control, except for latent defects that could not reasonably have been seen on a short inspection. Notice must be sent to the email or phone on the Booking confirmation. After that notice window, Customer is presumed to have accepted the Equipment as conforming for quantity and visible condition.

8. Customer responsibilities and prohibited uses

The Customer agrees to:

- Use equipment only for lawful residential or light commercial moving and packing
- Keep equipment reasonably clean, closed, and secure against theft and weather
- Not modify, paint, cut, melt, drill, or permanently mark equipment
- Return all rented totes, lids, the hand truck, and any extra hand trucks empty and staged outdoors at ground level for pickup on the pickup date
- Follow any written or printed hand-truck instructions Company provides, and use the hand truck only on stable, appropriate surfaces

Customer shall not place in the Equipment, or use the Equipment for: hazardous, flammable, corrosive, or biomedical materials; illegal items; unsealed liquids or wet garbage; food waste that will spoil; or any contents that contaminate plastic beyond ordinary cleaning. Customer shall not overload totes or the hand truck beyond ordinary household moving use, stand or sit on the Equipment, or leave Equipment in a public right-of-way.

9. Risk of loss; lost, stolen, or damaged Equipment

Risk of loss, theft, and damage to the Equipment passes to Customer when delivery is completed and remains with Customer until Company completes pickup of the empty Equipment. Normal wear from ordinary moving use is expected and is not charged.

Customer is responsible for Equipment that is lost, stolen, unrecovered, or damaged beyond ordinary wear (including broken lids, cracked totes, and a bent or disabled hand truck). Replacement charges:

- Tote with lid: \$20 each
- Hand truck: \$100 each

These amounts are a pre-estimate of Company's replacement and handling cost, not a penalty. Company may deduct these amounts from the deposit and charge any remainder to the payment method on file or invoice the Customer.

Missing lids are billed as part of the tote replacement rate unless Company prices lids separately in writing.

10. Condition; limited warranty; disclaimer

Company provides a limited express warranty that, at delivery, the Equipment will be sanitized and suitable for ordinary household moving and packing of non-hazardous personal belongings. If Equipment is nonconforming on delivery and Customer gives notice under Section 7, Company's sole obligation is to replace the nonconforming piece or refund the rental attributable to it.

EXCEPT FOR THAT LIMITED WARRANTY, THE EQUIPMENT IS PROVIDED AS-IS. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TOTES ARE NOT WARRANTED TO BE WATERPROOF, WEATHERPROOF, AIRTIGHT, OR FIT FOR VALUABLES, ELECTRONICS, DOCUMENTS THAT CANNOT BE REPLACED, OR ANY PARTICULAR CONTENTS. CUSTOMER PACKS, LOADS, TRANSPORTS, AND STORES BELONGINGS AT CUSTOMER'S OWN RISK.

Company is not responsible for loss of or damage to the Customer's contents, except to the extent caused by the Company's gross negligence or willful misconduct.

11. Changes, cancellation, and failed delivery

The Customer may contact Company to request date or address changes. Changes are subject to availability and may change fees (including extended delivery, additional days, and mileage).

Cancellation and failed delivery (liquidated damages). The parties agree these amounts are a reasonable pre-estimate of Company's reserved inventory, routing, and lost-booking costs, not a penalty:

- More than 48 hours before the scheduled delivery date: full refund of rental fees paid, and deposit release, less any non-refundable third-party charges if disclosed at booking
- 48 hours or less before delivery, or failure to accept delivery for reasons on the Customer's side: Company retains 50% of the package and add-on rental fees (excluding tax and unused extended-delivery miles not driven). The deposit is applied to amounts owed and any remainder is released.
- After delivery has occurred: rental fees are earned; unused days are not refunded except as Company agrees in writing

A failed delivery caused by the Customer may also incur mileage at \$1.50 per driving mile for the trip to and from the delivery address, on the same basis as a missed trip in Section 6.

12. Late return; default; retrieval

If equipment is not available for pickup on the scheduled pickup date (including because it is not empty or not staged

outdoors at ground level), extra-week fees continue under Section 3 until recovery. Company may schedule a recovery pickup and charge missed-trip mileage under Section 6 (\$1.50 per driving mile round trip from Perry) for each recovery trip. Cleaning charges under Section 5 may also apply.

Customer is in default if Customer fails to make Equipment available for pickup, fails to pay amounts due, or materially breaches this Agreement. After default and written or electronic notice to the Booking contact, Company may: (a) schedule retrieval and charge mileage; (b) charge replacement for Equipment still missing five (5) days after notice; (c) treat missing Equipment as converted and, where appropriate, make a police report; and (d) suspend future bookings. Additional-day fees stop on a piece when that piece is recovered or fully paid as a replacement.

13. Assumption of risk; indemnity

Customer understands that loading, rolling, and unloading totes and using a hand truck involve a risk of property damage and personal injury. Customer assumes those risks arising from Customer's use of the Equipment.

Customer shall defend, indemnify, and hold harmless Company and its members, employees, and agents from claims, damages, and reasonable attorney's fees arising out of Customer's use, loading, storage, or contents of the Equipment, or Customer's breach of this Agreement, except to the extent caused by Company's negligence or willful misconduct.

14. Limitation of liability

TO THE FULLEST EXTENT ALLOWED BY GEORGIA LAW, COMPANY'S TOTAL LIABILITY FOR CLAIMS ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT — OTHER THAN (A) COMPANY'S FRAUD OR WILLFUL MISCONDUCT OR (B) PERSONAL INJURY OR DEATH CAUSED BY COMPANY'S NEGLIGENCE — IS LIMITED TO THE RENTAL FEES CUSTOMER PAID FOR THE BOOKING. COMPANY IS NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING MOVING DELAYS, LODGING, LOST WAGES, OR HIRED-LABOR COSTS.

Nothing in this Agreement limits any liability that Georgia law does not allow the parties to limit.

15. Force majeure

Company is not liable for delay or failure to deliver or pick up caused by events beyond its reasonable control, including severe weather, road closure, vehicle breakdown, illness of the assigned driver, or utility or network failure. Company will reschedule as soon as reasonably possible. Customer's extra-day fees do not accrue during a delay caused solely by Company.

16. Privacy and communications

Company uses the Customer's contact details to fulfill the Booking, send confirmations (including this Agreement), and handle delivery and pickup. Transactional messages related to the rental do not require separate marketing consent. Marketing emails or marketing texts are sent only if Customer opts in separately. A future delivery/pickup text program will use a separate opt-in collected at booking or in admin tools.

17. Notices

Notices under this Agreement are given by email only. Notices to Customer are sent to the email address in the Booking. Notices to Company must be sent to pack@midgatotes.com, or to any later email address Company designates in a confirmation email. Electronic notice is effective when sent, if no bounce is received.

18. Governing law; venue; small claims

This Agreement is governed by the laws of the State of Georgia, without regard to conflict-of-law rules that would choose another state's law, except as O.C.G.A. § 11-2A-106 requires for a consumer lease.

The parties may bring an action in the Georgia state courts of competent jurisdiction. Company may also bring an action to recover Equipment or unpaid amounts in Houston County, Georgia, or in any county where the Equipment or Customer is found. This Section does not require a consumer Customer to litigate in a forum that would not otherwise have jurisdiction over that Customer. Either party may use small-claims court for disputes within that court's limits.

19. Electronic signature and version

The Customer agrees that clicking Accept in the Equipment Rental Agreement before payment is the Customer's electronic signature under the federal E-SIGN Act and Georgia Uniform Electronic Transactions Act, that it is attributable to the Customer, and that Company may attach a PDF of this signed Agreement (including this version number, Customer name, confirmation code, and acceptance timestamp) to the confirmation email and make a download available from the

confirmation page.

The version of this Agreement that Customer accepted is the version that governs the Booking. Later versions apply only to later bookings.

20. Entire agreement; assignment; severability

This Agreement, the Booking quote, and any written or electronic change confirmed by Company make up the entire agreement for this rental. They supersede prior discussions. If any provision is unenforceable, the rest remains in effect. Customer may not assign this Agreement or transfer the Equipment without Company's written consent. Company may assign this Agreement to a successor operator. A waiver on one occasion is not a waiver of later breaches.