



TOTE RENTAL & SERVICE AGREEMENT

THE TOTE HAUS | REUSABLE MOVING TOTE RENTALS | thetotehaus.com

IMPORTANT: This Agreement governs each confirmed rental from The Tote Haus. Your booking confirmation, including dates, package, delivery/pickup details, and any location-based fee, is incorporated into this Agreement.

This Tote Rental & Service Agreement ("Agreement") is between The Tote Haus ("Company," "we," "us") and the individual or entity identified on the booking form or confirmation ("Customer," "you"). By submitting the required acknowledgment on our Google Form, accepting delivery, or signing a delivery/pickup record, you agree to these terms.

1. Rental Services and Current Packages

The Company rents reusable 27-gallon plastic moving totes and may provide dollies or other accessories when listed on the booking confirmation. Current base packages are shown below. Pricing may change; the price shown on your confirmed booking controls your rental.

Package	Totes	Base Price	Standard Term
Move-In	15	\$75	10 days
Apartment	25	\$100	10 days
Home	35	\$129	10 days
Family	50	\$159	12 days

Base package pricing includes scheduled delivery and pickup within the standard local service area. Extended-service, special-access, or other booking-specific fees may apply and will be confirmed before payment.

2. Rental Term and Extensions

Your rental begins on the confirmed delivery date and ends on the confirmed pickup date. The standard term is 10 calendar days, except the Family package, which includes 12 calendar days, unless your confirmation states otherwise.

Need more time? Contact us before your scheduled pickup. Extensions are subject to availability and any extension charge will be disclosed and confirmed by text or email before it is added. Totes that are not made available for pickup on time, without an approved extension, may result in an additional trip fee, extension charge, or replacement charge if the equipment cannot be recovered.

3. Delivery, Pickup, and Service Area

We provide delivery and pickup; customer pickup/return is not the standard service model unless we expressly agree otherwise. We currently serve Newark, Licking County, and communities within approximately 60 miles of Newark, Ohio. An extended service fee may apply based on distance, route, or booking circumstances. Any fee will be confirmed before the booking is finalized.

You must provide a safe, reasonably clear, and accessible delivery/pickup location. Unless we agree otherwise, totes will be placed at a driveway, porch, garage, building entrance, or other mutually agreed accessible location. You are responsible for moving totes into and out of interior living spaces.

If we cannot complete a scheduled delivery or pickup because access is blocked, unsafe, incorrect, or unavailable, a return-trip fee may apply. We will contact you to coordinate next steps.

4. Condition at Delivery and Customer Care

Totes are provided clean and in serviceable condition. Please notify us within 24 hours if you receive a tote, lid, dolly, or accessory with a visible defect. Normal moving wear - including ordinary scuffs, light scratches, and typical dirt - is expected and is not charged as damage.

You agree to use reasonable care and to keep rented equipment secure, dry, and reasonably protected from avoidable damage, theft, and prolonged exposure to extreme heat.

5. Payment and Authorization

The confirmed rental amount is due according to the payment instructions provided with your booking confirmation. By accepting this Agreement, you authorize The Tote Haus to collect the confirmed rental amount and any applicable charges listed in Section 6, Damage, Loss & Additional Fees. Any post-rental charge will be communicated with an explanation of the reason for the charge.

Billing questions should be raised promptly, preferably within 14 days of the charge, so we can review the issue while booking records are current.

6. Damage, Loss & Additional Fees

Customers are responsible for all rental equipment from the time of delivery until pickup by The Tote Haus. Normal moving wear is expected and is not charged. The following fees may apply when equipment is lost, missing, damaged beyond normal wear, returned excessively dirty, kept beyond the confirmed rental period, or when an additional trip is required because of customer-related circumstances.

Fee	Amount
Lost or unreturned tote	\$10 per tote
Damaged tote beyond normal wear	\$10 per tote
Missing or damaged lid / tote component	\$10 per item
Excessive cleaning	\$10 per affected tote
Approved rental extension	\$10 per day
Unapproved late return	\$15 per day
Additional delivery or pickup trip caused by no-show, inaccessible location, incorrect information, or equipment not being ready	\$25 per trip
Lost or damaged dolly	\$50 each
Extended service area	Based on location; confirmed before booking

Normal Wear: Ordinary scuffs, light scratches, routine dirt, and other reasonable wear from normal moving use will not result in a damage fee. Fees apply only when equipment is lost, missing, excessively soiled, or damaged beyond normal rental wear.

Charges for equipment or accessories not specifically listed above will not exceed the reasonable replacement cost of the affected item. Any applicable post-rental charge will be communicated to the customer with an explanation of the reason for the charge.

7. Prohibited Uses

Totes are intended for ordinary household and moving use. Do not use or expose them to:

- Hazardous, flammable, explosive, corrosive, toxic, or unlawful materials;

- Wet, leaking, decomposing, or perishable materials likely to create stains, odors, mold, or contamination;
- Open flame, heaters, extreme heat, or prolonged high-temperature storage;
- Loads exceeding the tote or dolly manufacturer's safe capacity; or
- Any use that is illegal or reasonably likely to damage the equipment or another person's property.

Damage caused by prohibited use may be billed as replacement or repair cost.

8. Packing, Lifting, and Assumption of Risk

Moving and handling loaded totes involves ordinary risks such as lifting strain, pinching, dropping, tipping, or shifting loads. You are responsible for safe packing, lifting, stacking, loading, transportation, and use after delivery, including the actions of anyone you allow to handle the equipment. Do not overload totes or stack them in an unstable manner.

9. Personal Property and Limitation of Liability

You are responsible for the contents packed in the totes. To the fullest extent permitted by Ohio law, the Company is not responsible for loss of or damage to items packed, stored, moved, or transported by you or third parties, or for indirect or consequential losses arising from the rental, except to the extent caused by the Company's gross negligence or willful misconduct.

To the fullest extent permitted by law, the Company's total liability arising from a booking will not exceed the amount paid for that booking, except where a different limitation is required by law.

10. Equipment Ownership

All rented totes, lids, dollies, and accessories remain the property of the Company unless we expressly agree in writing to a sale. You may not sell, sublease, give away, permanently transfer, alter, or remove Company identification from rented equipment.

11. Cancellation and Rescheduling

Please contact us as soon as possible if your move changes. Cancellation or rescheduling terms stated in your booking confirmation control that reservation. If no specific cancellation term is stated, cancellations made at least 48 hours before the scheduled delivery are eligible for a full refund; cancellations made less than 48 hours before delivery may be converted to a booking credit at the Company's discretion. Same-day cancellations, no-shows, or failed-access deliveries may be nonrefundable because route time has been reserved.

12. Weather and Events Beyond Our Control

Severe weather, road closures, emergencies, vehicle issues, or other events outside either party's reasonable control may require a delivery or pickup to be delayed or rescheduled. We will communicate as soon as reasonably possible and work with you on a practical alternative.

13. Electronic Communication and Acceptance

You agree that booking confirmations, scheduling updates, approvals, and other rental communications may be sent by text message or email using the contact information you provide. A required checkbox or similar affirmative acknowledgment on The Tote Haus Google Form, followed by submission, serves as your electronic acceptance of this Agreement.

14. Governing Law and General Terms

This Agreement is governed by Ohio law. Any dispute that cannot be resolved informally will be brought in a court of competent jurisdiction in Licking County, Ohio, unless applicable law requires otherwise.

This Agreement and the applicable booking confirmation form the complete agreement for the rental. If one provision is found unenforceable, the remaining provisions continue in effect. A failure to enforce a provision on one occasion does not waive the right to enforce it later. The version accepted at the time of booking governs that booking.

CUSTOMER ACKNOWLEDGMENT

The customer will acknowledge this Rental & Service Agreement electronically through the required acknowledgment checkbox on The Tote Haus Google Form when submitting a booking request. Submission of the Google Form with the acknowledgment selected constitutes acceptance of this Agreement. The booking is not final until confirmed by The Tote Haus.