

TOTE & GO RENTAL AGREEMENT

AND TERMS OF SERVICE

Last Updated: July 16, 2026

1. BUSINESS AND CUSTOMER INFORMATION

Lessor	Tote & Go Rentals, LLC ("Tote & Go")
Business location	Rosamond, California
Contact	661-686-1196 info@totehire.com www.totehire.com

Customer name	_____
Delivery address	_____
City / State / ZIP	_____
Pickup address	_____
City / State / ZIP	_____
Phone / Email	_____

2. RESERVATION AND TOTAL PRICE

Package selected	_____	Delivery date	_____
Pickup date	_____	Service window	_____
Rental fee	\$ _____	Optional add-ons	\$ _____
Other mandatory charge(s)	\$ _____	Applicable tax, if any	\$ _____
Refundable security deposit	\$100.00	TOTAL DUE AT CHECKOUT	\$ _____

Price disclosure. The Total Due at Checkout must include every mandatory charge known at booking, other than government-imposed taxes that may lawfully be stated separately. Optional products or services will be charged only if selected by the Renter.

3. RENTAL PERIOD, EXTENSIONS, AND SERVICE AREA

- Rental period.** The standard rental period is fourteen (14) consecutive calendar days beginning on the date the Equipment is delivered and ending on the scheduled pickup date shown above.
- Extensions.** An extension is not automatic. It is subject to availability and becomes effective only after Tote & Go confirms it in writing and discloses the exact extension charge and revised pickup date. Unless another amount is stated in the written confirmation, the extension charge is fifty percent (50%) of the original package rental fee.
- Service area.** The Renter must move and keep the Equipment within Tote & Go's then-current service area unless Tote & Go gives prior written permission.

4. DELIVERY AND PICKUP

- An adult who is at least eighteen (18) years old must be present for delivery and pickup.
- Appointments are scheduled within a two-hour service window. Tote & Go will ordinarily send confirmation approximately 24 hours before delivery.
- A missed pickup without a confirmed extension may result in a \$25 missed-pickup charge.
- An additional delivery or pickup trip requested by the Renter may result in a \$25 trip charge.
- A requested redelivery may result in a charge of \$5 per tote, limited to ten (10) totes per redelivery.

- Each service charge is intended as a reasonable estimate of scheduling, travel, labor, and administrative costs—not as a penalty—and will not be imposed to the extent prohibited by law.
- Reservations should be made at least five (5) days before the requested delivery date to improve availability.

5. LATE RETURN AND UNRETURNED EQUIPMENT

4. **Late return.** Equipment not available for pickup on the scheduled pickup date, without a confirmed extension, may incur a \$10 charge for each additional day of possession. This charge reasonably estimates continued-use and lost-availability costs and is not intended as a penalty.
5. **Deemed unreturned.** If Equipment remains unreturned for more than fourteen (14) days after the scheduled pickup date, Tote & Go may treat it as lost and assess the applicable replacement charge. Daily late charges stop on the date the replacement charge is assessed.
6. **Later recovery.** If Equipment is recovered after a replacement charge is paid, Tote & Go will credit the replacement charge, less reasonable late, retrieval, repair, cleaning, loss-of-use, and administrative costs. Total charges will not exceed Tote & Go's reasonable documented loss to the extent required by law.

6. EQUIPMENT CARE, NORMAL WEAR, DAMAGE, AND REPLACEMENT

The Renter is responsible for the Equipment from delivery until it is physically recovered by Tote & Go. The Renter shall return it in substantially the same condition as received, ordinary wear and tear excepted. "Ordinary wear and tear" means deterioration resulting from proper, intended use and does not include breakage, punctures, paint, adhesive residue, odors, smoke, pet damage, mold, food contamination, misuse, loss, theft, or unauthorized alteration.

Equipment	Replacement charge
27-Gallon Tote	\$40 each
7-Gallon Tote	\$30 each
Tote Taxi Dolly	\$60 each
Hand Truck	\$100 each
Heavy Duty Moving Bag	\$20 each
Moving Blanket	\$20 each

7. **Cleaning.** A cleaning charge of up to \$15 per tote may be assessed only for documented cleaning beyond ordinary post-rental cleaning, including excessive dirt, paint, adhesive residue, strong odors, smoke, pet-related contamination, mold, or food contamination. No cleaning charge applies to ordinary cleaning and sanitizing performed after every rental.
8. **Documentation and reasonable charges.** Cleaning, repair, and replacement charges must be reasonable, supported by the return inspection, photographs when practicable, and an itemized explanation. Replacement will be charged only when Equipment is lost, destroyed, unsafe, or not reasonably repairable. Tote & Go will not collect both full repair and full replacement charges for the same item.

7. SECURITY DEPOSIT, INSPECTION, AND DEDUCTIONS

9. **Deposit.** A refundable \$100 security deposit is collected with each package. It is not a limit on the Renter's responsibility for amounts properly due under this Agreement.
10. **Return inspection.** At pickup, the parties should verify quantities and visible condition using the Return Inventory and Condition Record. Tote & Go may complete a reasonable additional inspection after pickup when damage, contamination, or missing items cannot be fully evaluated at the pickup location.
11. **Refund and accounting.** Within five (5) business days after pickup and completion of the inspection, Tote & Go will refund the remaining deposit balance to the original payment method. If deductions are made, Tote & Go will provide an itemized statement describing each deduction and supporting photographs when practicable. Processing by the Renter's financial institution may take additional time.
12. **Dispute.** The Renter may dispute a deduction by contacting Tote & Go promptly at the contact information above. A dispute does not eliminate amounts properly owed, but Tote & Go will reasonably review the information provided and correct any error.

8. CONDITION OF EQUIPMENT AND REPORTING PREEXISTING DAMAGE

Tote & Go will deliver Equipment in reasonably clean, satisfactory, and serviceable condition, subject to ordinary wear and tear. The Renter should inspect the Equipment at delivery and report visible preexisting damage within twenty-four (24) hours. Failure to report visible damage within that period is evidence—but not conclusive proof—that the Equipment was received in satisfactory condition. This reporting period does not waive claims involving latent defects, unsafe Equipment, Tote & Go's negligence or willful misconduct, or any right that cannot lawfully be waived. The Renter must stop using Equipment that appears unsafe and notify Tote & Go promptly.

9. THEFT, WEATHER, AND CUSTODY

The Renter shall take reasonable precautions to protect Equipment from theft, vandalism, weather, fire, unauthorized use, and foreseeable risks, including storing Equipment in a secure location when practicable. The Renter is responsible for documented loss or damage occurring while the Equipment is in the Renter's custody, except to the extent caused by a preexisting defect, Tote & Go's negligence or willful misconduct, or another circumstance for which liability cannot lawfully be shifted.

10. RULES AND SAFETY REQUIREMENTS

- Do not stack packed totes more than four (4) totes high.
- Do not load more than sixty-six (66) pounds in any tote.
- Children may not use or handle the Equipment without direct adult supervision.
- Do not place animals in or on the Equipment.
- Use the Equipment only for lawful moving and temporary storage purposes.
- Do not use Equipment for hazardous materials, explosives, illegal drugs, unlawful activity, or firearms or ammunition, regardless of legality.
- Protect sharp objects so they cannot puncture or damage the Equipment.
- The Renter is responsible for safe packing, lifting, carrying, stacking, loading, unloading, transportation, and storage, and for following weight, height, vehicle-load, and other safety limitations.

11. CUSTOMER PROPERTY AND ALLOCATION OF RESPONSIBILITY

Tote & Go supplies rental Equipment but does not pack, load, transport, unload, secure, inventory, supervise, or insure the Renter's belongings unless a separate written agreement expressly states otherwise. The Renter is responsible for selecting suitable containers, packing and securing contents, complying with laws, and obtaining any desired insurance. Tote & Go is not responsible for loss of or damage to contents caused by the Renter's packing, handling, transportation, prohibited use, overloading, failure to secure the Equipment, or failure to follow this Agreement.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW, Tote & Go will not be liable for indirect, incidental, special, or consequential damages arising from the Renter's use, packing, loading, transportation, storage, prohibited conduct, or failure to follow safety instructions. Nothing in this Agreement releases, limits, or excuses liability for Tote & Go's fraud, gross negligence, willful misconduct, violation of law, delivery of Equipment known to be unsafe, or any other liability that cannot lawfully be waived. Any limitation applies only to the extent permitted by law.

13. PAYMENT AND CARD-ON-FILE AUTHORIZATION

13. **Checkout payment.** The total disclosed at checkout is due when the reservation is made. A valid credit or debit card must remain on file until all Equipment is returned and all authorized amounts are resolved.
14. **Authorization.** The Renter authorizes Tote & Go to charge the card on file for: (a) the Total Due at Checkout; (b) extensions expressly approved by the Renter; (c) disclosed daily late-return charges while possession continues; and (d) documented cleaning, repair, replacement, missed-service, additional-trip, collection, or other charges expressly allowed by this Agreement.
15. **Notice before damage-related charge.** Before charging for cleaning, repair, loss, or replacement beyond the security deposit, Tote & Go will send an itemized notice and supporting photographs when practicable and ordinarily allow two (2) business days for the Renter to raise a good-faith dispute. Tote & Go may proceed sooner when reasonably necessary to

prevent fraud or loss, when the Renter cannot be reached using the information provided, or when otherwise permitted by law. Tote & Go will correct any billing error.

16. **No blank authorization.** This section does not authorize charges unrelated to this Agreement or amounts prohibited by law. The Renter may request receipts and supporting documentation.

14. CANCELLATION POLICY

The Renter may cancel at least forty-eight (48) hours before the scheduled delivery time for a full refund. A cancellation received less than forty-eight (48) hours before delivery may incur an administrative cancellation charge equal to five percent (5%) of the rental fee. The charge is intended as a reasonable estimate of processing, scheduling, and reserved-capacity costs, not as a penalty, and will not be imposed to the extent prohibited by law. Tote & Go will refund the remaining amount to the original payment method.

15. TAXES

The Renter shall pay sales, use, or other transaction taxes lawfully applicable to the rental or related taxable charges when separately stated in the reservation total. Tote & Go is responsible for determining, collecting, reporting, and remitting applicable taxes in accordance with its tax election and California law. No tax will be collected from the Renter when the rental receipts are not taxable under Tote & Go's applicable tax treatment.

16. DELAYS AND EVENTS BEYOND REASONABLE CONTROL

Neither party is responsible for delay or failure caused by events beyond its reasonable control, including severe weather, wildfire, road closure, government order, utility interruption, accident, or other emergency, provided the affected party gives notice when practicable and makes reasonable efforts to reduce the delay. This section does not excuse payment for services or Equipment already provided, nor responsibility for Equipment in the Renter's custody.

17. COLLECTIONS AND ATTORNEY FEES

The Renter is responsible for amounts properly due under this Agreement. If a legal action is necessary to enforce this Agreement, the prevailing party may recover reasonable attorney fees and court costs only when and to the extent authorized by California law and awarded by a court. Nothing in this section limits either party's right to use small claims court when eligible.

18. GENERAL CONTRACT TERMS

17. **California law.** This Agreement is governed by California law. Any proceeding shall be brought in a court of competent jurisdiction and in a venue permitted by applicable law.
18. **Entire agreement.** This Agreement, the completed reservation, inventory records, and any written extension or add-on confirmation constitute the complete agreement concerning the rental and replace prior discussions on the same subject.
19. **Changes.** Any material change must be agreed to in writing, including electronically. Tote & Go may not unilaterally add a material charge after booking except as expressly authorized by this Agreement.
20. **Severability.** If a provision is held invalid or unenforceable, it will be limited or severed to the minimum extent necessary, and the remaining provisions will continue in effect.
21. **No waiver.** A delay or failure to enforce a provision does not waive it or any other provision.
22. **Electronic records.** Electronic signatures, confirmations, notices, and copies may be used to the extent permitted by law and will have the same effect as paper records.
23. **Notices.** Notices may be sent using the telephone number, email, delivery address, or other contact information provided in this Agreement. Each party must promptly notify the other of changes to its contact information.

DELIVERY INVENTORY AND CONDITION RECORD

Equipment	Qty. delivered	Preexisting condition / notes
27-Gallon Totes		
7-Gallon Totes		

Equipment	Qty. delivered	Preexisting condition / notes
Tote Taxi Dolly		
Hand Truck		
Heavy Duty Moving Bags		
Moving Blankets		

Customer initials confirming delivery count and visible condition: _____

RETURN INVENTORY AND CONDITION RECORD

Equipment	Qty. returned	Missing / damage / cleaning notes
27-Gallon Totes		
7-Gallon Totes		
Tote Taxi Dolly		
Hand Truck		
Heavy Duty Moving Bags		
Moving Blankets		

Customer initials acknowledging pickup count and visible condition notes (if present): _____

CUSTOMER ACKNOWLEDGMENTS

- _____ I understand the standard rental period is 14 days and an extension requires written confirmation.
- _____ I understand that \$10 daily late-return charges may apply and stop when replacement is assessed.
- _____ I understand the cleaning, damage, and replacement charges and the documentation process.
- _____ I authorize only the card charges specifically described in Section 13.
- _____ I understand the safety rules, including the four-tote stacking limit and 66-pound weight limit.
- _____ I received or had the opportunity to retain a complete copy of this Agreement, including all pages, before signing.
- _____ I have read, understand, and agree to this Rental Agreement and Terms of Service.

SIGNATURES

Renter signature	_____	Date	_____
Printed name	_____		
Tote & Go representative	_____	Date	_____

KEEP A COMPLETED COPY OF THIS AGREEMENT FOR YOUR RECORDS