DAMAGE WAIVER & RELEASE
FOR FRAGILE AND NON-PAVED SURFACES

Customer (defined below) hereby authorizes PODS Enterprises, LLC ("**PODS**") to drive on Customer's lawn, non-paved area or other area of Customer's premises pursuant to Customer's instructions to deliver, place and retrieve Customer's container with the understanding that said actions by PODS may result in damage to Customer's premises and/or surrounding property.

Customer hereby further acknowledges and agrees: (i) that the delivery, placement and retrieval are being performed at the Customer's request, (ii) that the Customer assumes full risk of any damage or loss to Customer's premises or other nearby property, including, but not limited to, damage or loss to any sprinkler heads, decorative pavers, decorative driveway, gutters, roof, retaining walls, building, place of residence, low hanging wires, meters, septic tanks, low hanging tree branches and underground pipes or wires, (iii) that the Customer releases PODS from any such damage or loss resulting from the delivery, placement and retrieval of the PODS container, (iv) Customer waives any rights of subrogation to the extent that any loss or damage is covered by Customer's insurance (e.g., homeowner's insurance), (v) that the Customer shall reimburse PODS for any out-of-pocket costs PODS incurs for towing or otherwise in the event that any of PODS's equipment becomes disabled on Customer's premises, (vi) Customer agrees to continue to pay monthly rent until such time that the container may be retrieved from Customer's premises.

By signing below, Customer agrees to the terms and conditions set forth above.

Customer Name: _____ ("**Customer**")
Customer Signature: _____
Date: _____ CID: _____

PODS Driver Signature:_____
PODS Driver Name: _____

Initial Applicable Box

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STREET PLACEMENT WAIVER

Customer has requested that PODS place Customer's PODS container on the street. Customer acknowledges and agrees that it is Customer's responsibility to obtain any necessary permits for the requested street placement. If Customer's container is under threat of being towed or impounded from any branch of local city or county government or local authorities, Customer agrees to contact PODS immediately in order to coordinate the removal or repositioning of the PODS container prior to being towed. Customer agrees to pay PODS a repositioning fee as result of moving the container pursuant to the foregoing. Moreover, in the event the PODS container is either towed or a citation is issued due to the street placement, Customer agrees to pay any and all respective towing and storage charges, fines, and penalties, as applicable, resulting from Customer's placement request.

PARKING LOT WAIVER

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Customer has requested that PODS place Customer's container in a parking lot. Customer acknowledges and agrees that it is Customer's responsibility to obtain approval from the respective owner/property manager of the premises for the requested placement. If the container is under threat of being towed, Customer agrees that PODS may pick-up the container or reposition the container as needed under the circumstances and Customer further agrees to pay PODS a fee for any repositioning or pickup charge at PODS's standard rates as a result. In the event the Customer's container is either towed or a citation is issued due to the requested placement, Customer agrees to pay any and all respective towing and storage charges, fines, and penalties, as applicable, resulting from Customer's placement request. Moreover, Customer acknowledges that it is Customer's sole responsibility to ensure that the container is not obstructed so as to prevent the container from being retrieved on the scheduled pick-up date. If PODS is unable to pick-up the container for any reason outside of the reasonable control of PODS, Customer agrees to be pay for any pick-up fee at PODS' standard rates for each attempted pick-up.

By signing below, Customer agrees to the respective terms and conditions set forth in respective waiver and release section indicated above.

Customer Name: _____ ("**Customer**") Customer Signature: _____ Date: _____
CID: _____
PODS Driver Signature:_____ PODS Driver Name: _____

PROPERTY DAMAGE (TILT) WAIVER

By signing below, the Customer (defined below) hereby authorizes PODS Enterprises, LLC ("**PODS**") to attempt to dislodge Customer's contents (the "**Activity**") from the container door that shifted during transit, subject to the terms and conditions set forth herein.

Customer is aware of and understands the potential for damage to or loss of Customer's stored property in Customer's container ("**Unit**") from the Activity. Customer agrees to assume any and all such risks, including, without limitation, the risk of damage to or loss of Customer's property arising from, based upon, or relating to participation in the Activity even if caused by the negligence of PODS.

Customer hereby releases and forever discharges PODS and each of its respective affiliates, officers, employees, and agents (collectively, the "**Releasees**"), from, and waives with respect to each Releasee and covenants not to sue any Releasee for, any and all liabilities, damages, costs and expenses of any nature whatsoever arising in connection with the Activity, including, but not limited to, damage to or loss of any stored property in the Unit that occurs from the Activity.

Customer Name: _____ ("**Customer**")
Customer Signature: _____
CID: _____
Date: _____

PODS Representative Name: _____
PODS Representative Signature: _____

AFTER HOURS PLACEMENT
WAIVER AND RELEASE

The undersigned individual ("**Customer**") wishes to have access to his/her PODS unit ("**Unit**") after normal business hours. If said access were to be allowed after normal business hours, the Unit must be placed outside the PODS storage center, which does not have adequate security and protection. PODS Enterprises, LLC ("**PODS**") is willing to accommodate Customer's request for access subject to the terms and conditions set forth herein.

In and for consideration of the Customer being allowed access to Customer's Unit after PODS's normal business hours as described above (the "**Activity**"), Customer hereby voluntarily agrees as follows:

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE. Customer hereby releases and forever discharges PODS and each of its respective parents, insurers, members, managers, affiliates, subsidiaries, officers, directors, employees, partners, owners, legal counsel, and agents (collectively, the "**Releasees**"), from, and waives with respect to each Releasee and covenants not to sue any Releasee for, any and all liabilities, damages, and expenses (including, but not limited to, attorney fees) of any nature whatsoever (collectively, the "**Liabilities**", or individually, a "**Liability**") arising in connection with the Activity, including, but not limited to, theft or loss of any stored property in the Unit that occurs while outside the storage center. Such release, discharge, waiver, and covenant not to sue shall apply to any Liability caused in whole or in part by the negligence of any Releasee in connection with such Releasee's involvement with the Activity and, if the Customer procured contents protection through PODS, Customer understands and agrees the Liability is not a covered loss under PODS's contents protection program.

ASSUMPTION OF RISK. Customer is aware of and understands the inherent risks and dangers of the Activity and the potential for theft or loss of stored property while being placed in an unsecure location outside the PODS storage center. Customer agrees to assume any and all such risks, including, without limitation, the risk of damage to or loss of property arising from, based upon, or relating to participation in the Activity even if caused in whole or in part by the negligence and/or omissions of any Releasee or any other third party.

IN WITNESS WHEREOF the Customer has executed this Waiver and Release as of _____,

_____ _____

Signature of Customer Printed Name of Customer

_____

CID

PODS Representative Name: _____

PODS Representative Signature: _____