

BIN & CO.

Bin there, done that.

info@binandcompany.com • binandcompany.com

LIABILITY WAIVER & RELEASE

This Liability Waiver applies to Customer's rental, possession, use, and return of attached-lid crates ("the Crate(s)") provided by Bin & Co. ("Company"). By signing below, Customer agrees to the terms of this Waiver.

Customer Information

Customer full name: _____

Address: _____

Phone: _____

Email: _____

Rental / delivery date: _____

Indemnification

CUSTOMER AGREES TO INDEMNIFY AND HOLD BIN & CO., ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, FOR ANY INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING FROM OR CONNECTED WITH, DIRECTLY OR INDIRECTLY, CUSTOMER'S POSSESSION, USE, OR RETURN OF ANY RENTED CRATE(S).

CUSTOMER IS SOLELY RESPONSIBLE FOR THE OPERATION OF THE CRATE(S) AND FOR RETURNING THEM IN GOOD WORKING ORDER. BIN & CO. AND ITS OFFICERS, EMPLOYEES, AND AGENTS ARE NOT RESPONSIBLE FOR ANY INJURY TO CUSTOMER OR TO ANY OTHER PERSON USING THE CRATE(S), AND CUSTOMER AGREES TO HOLD BIN & CO. AND ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS AGAINST ANY INJURY OR PROPERTY CLAIMS.

CUSTOMER SHALL INDEMNIFY BIN & CO. AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY COSTS INCURRED DUE TO CLAIMS FROM ANY PERSON, INCLUDING ATTORNEYS' FEES AND RELATED COSTS, INVOLVING THE USE AND RETURN OF THE CRATE(S), SHOULD ANY LEGAL ACTION BECOME NECESSARY.

Governing Law

This Waiver is governed by the laws of the State of Texas.

Acknowledgment & Signature

By signing below, Customer acknowledges having read and understood this Liability Waiver in full, and agrees to be bound by its terms.

Customer Signature: _____ **Date:** _____

Printed Name: _____

This document is a template and does not constitute legal advice. Bin & Co. should have this Waiver reviewed by a licensed attorney in its state before use with customers.