



FRANCHISE APPLICATION

This application in no way guarantees you a PODS® franchise. This application will assist us in evaluating your financial qualifications in order to further pursue a PODS® franchise. Please complete as much of the application as possible. If the item does not apply, note with "NA". Your application includes a "Confidentiality Agreement" please read and sign as well. Mail all documents to PODS®, Inc., 5585 Rio Vista Drive, Clearwater, Florida 33760.

NOTE: Any willful misrepresentation could result in a violation of Federal Law (Sec. 18 U.S.C. 1014)

PERSONAL FINANCIAL STATEMENT OF:

Name _____ Birth Date _____
Address _____
City _____ State _____ Zip Code _____
Home Phone _____ Cell Phone _____
Bus. Or Occupation _____
Bus. Phone _____ Fax _____
E-mail _____

It is an essential part of our franchise application that we ask for financial information. The following encompasses information that would be required from any prospective franchisee; however it is likely some of the questions will not necessarily apply to all applicants. If you would prefer, you can send us your personal or business financial statements in lieu of using the format provided.

Financial Information

Please complete one sheet for each applicant if assets are not held jointly

Statement Date:

Assets	
1 Cash On Hand & in Banks	\$
2 Cash Value of Life Insurance	\$
3 Government Securities	\$
4 Other Marketable Securities	\$
5 Notes and Accounts Receivable-Good	\$
6 Other Assets Readily Convertible to Cash - Itemize	\$
7	\$
8	\$
9	\$
10 TOTAL CURRENT ASSETS	\$
11 Real Estate Owned	\$
12 Mortgages & Contracts Owned	\$
13 Notes & Accounts Receivable-Doubtful	\$
14 Notes due From Relatives & Friends	\$
15 Other Securities- Not Readily Marketable	\$
16 Personal Property	\$
17 Other Assets-Itemize	\$
18	\$
19	\$
20 TOTAL ASSETS	\$
Liabilities	
21 Notes Due to Banks	\$
22 Notes due to Relatives & Friends	\$
23 Notes Due to Others	\$
24 Accounts & Bills Payable	\$
25 Unpaid Income Taxes Due- Federal: State:	\$
26 Other Unpaid Taxes & Interest	\$
27 Loans on Life Insurance Policies	\$
28 Contract Accounts Payable	\$
29 Cash Rent Owed	\$
30 Other Liabilities Due within 1 Year-Itemize	\$
31	\$
32	\$
33 TOTAL CURRENT LIABILITIES	\$
34 Real Estate Mortgages Payable	\$
35 Liens & Assessments Payable	\$
36 Other Debts-Itemize	\$
37	\$
38 TOTAL LIABILITIES	\$
39 Net Worth (Total assets minus Total Liabilities)	\$
40 TOTAL LIABILITIES & NET WORTH	\$

Financial Information

Please complete one sheet for each applicant

ANNUAL INCOME	
Salary, Bonuses & Commissions	\$
Dividends & Interest	\$
Rental & Lease Income (Net)	\$
Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation	
Other Income-Itemize	\$
	\$
	\$
Provide the following information only if Joint Credit is checked above	
Other Personal Salary, Bonuses & Commissions	\$
Other Income of other Person-Itemize	\$
	\$
	\$
TOTAL	\$

ESTIMATE OF ANNUAL EXPENSES	
Income Taxes	\$
Other Taxes	\$
Insurance Premiums	\$
Mortgage Payments	\$
Rent Payable	\$
Other Expenses	\$
TOTAL	\$

GENERAL INFORMATION	
Are any Assets Pledged? (See Section II)	
Are you the Defendant in any suits or Legal Actions?	
Explain:	
Have you declared Bankrupt in the last 10 years?	
Explain:	

CONTINGENT LIABILITIES	
As Endorser, Co-Maker or Guarantor	\$
On Leases or Contracts	\$
Legal Claims	\$
Federal-State Income Taxes	\$
Other	\$

Check the line that applies to your application status:

Individual _____

Joint, with _____ Relationship _____ (If your partner or spouse will have interest in the franchise, please provide information about both parties.)

1. Are assets being used as collateral or as part of the credit evaluation held jointly? Yes No

2. Is it reasonable to conclude that the spouse's signature is necessary to reach the assets used as collateral to determine credit worthiness? Yes No

I/We furnish the foregoing as a true and accurate statement of my/our financial condition. Authorization is hereby given to the Franchisor to verify in any manner it deems appropriate any and all items indicated on this statement. In addition each individual signing below authorizes the Franchisor to check their individual credit account and employment history and have a credit reporting agency prepare a consumer credit report on them. The undersigned also agrees to notify the Franchisor immediately in writing of any significant adverse change in such financial condition.

Signature of Applicant:

Date:

Print Name:

Signature of Other Person if applicable:

Date:

Print Name:



APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION

This release and authorization acknowledges that this company may now, or at any time while you are associated with us, conduct a verification of your education, previous employment/work history, credit history, workers' compensation injuries, motor vehicle records, contact personal references, and receive any criminal history record information pertaining to you that may be in the files of any federal, state, county, or local criminal justice agency and/or other information as deemed necessary. Medical and workers' compensation information will only be requested in compliance with the Federal Americans with Disabilities Act and/or any other applicable state laws. The results of this verification process will be used to determine eligibility for a PODS franchise under this company's Qualification policies. I authorize The Company and any of its agents/designated company or personnel, to disclose orally and in writing the results of the verification process. The information obtained will not be provided to any other parties other than to the designated authorized representatives of this company. All results will be kept CONFIDENTIAL.

I, the undersigned applicant, do hereby certify that the information provided by me is true and complete to the best of my knowledge. I understand that any false statements will be considered as cause for possible automatic termination of a Franchise Agreement.

I have read and understand this consent for release of information, and authorize the background verification. I authorize persons, schools, current and former employers, and other organizations and agencies to provide PODS® or Designee with any information that is requested, and I hereby release all of the persons and agencies providing such information from any and all claims and damages connected with their release of information.

I do hereby agree to forever release and discharge the company, our agent, and their associates to the full extent permitted by law from any claims, damages, losses, liabilities, costs and expenses, or any other charge or complaint filed with any agency arising from the retrieving and reporting of information.

I also understand that this consent form and related documents are not intended to constitute a contract between PODS and me.

IMPORTANT: PLEASE TAKE EXTRA CARE TO MAKE YOUR ENTRIES VERY CLEAR AND EASY TO READ

Have you been involved in any litigation involving a Franchisor or Franchisee? If yes, please give the details.

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking records. It is confidential and will not be used for employment consideration and/or any other purpose.

NAME TYPED OR PRINTED	X SIGNATURE
MAIDEN AND/OR FORMER NAME	SOCIAL SECURITY NUMBER
DRIVERS LICENSE NUMBER STATE	DATE OF BIRTH
NAME DL# IS UNDER	
HOME TELEPHONE NUMBER	TODAYS DATE
CURRENT ADDRESS	CITY STATE ZIPCODE COUNTY HOW LONG?
FORMER ADDRESS	CITY STATE ZIPCODE COUNTY HOW
LONG?	

CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

This Confidentiality and Noncompetition Agreement ("Agreement") is effective as of the _____ day of _____ 200_ by and between PODS Enterprises, Inc. ("PODS") and _____ ("Recipient").

Confidential Information.

PODS and the Recipient are considering the prospect of a business relationship with each other. The Recipient has asked PODS for certain information for the purpose of evaluating the prospects of a business relationship. PODS is willing to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient, subject to the conditions specified in this Agreement. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other mediums, to Recipient by PODS. Nothing herein shall require PODS to disclose any of its Confidential Information.

Recipient's Obligations.

Recipient agrees that the Confidential Information is to be considered confidential and proprietary to PODS and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of considering a business relationship with PODS, and shall disclose it only to its officers, directors, or employees with a specific need to know to further a business relationship between PODS and Recipient. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from PODS to any other party except with the specific prior written authorization of PODS.

Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of Recipient evaluating a business relationship with PODS. Upon the request of PODS, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within three (3) business days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Upon request by PODS Recipient shall provide a written certificate to PODS regarding destruction within ten (10) days after any such destruction of Confidential Information.

Term.

The obligations of Recipient herein shall be effective immediately from, and will remain in effect for 5 years after, the date PODS last discloses any Confidential Information to Recipient pursuant to this Agreement (the "End Date"). Further, Recipient's obligation

not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between PODS and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

Other Information.

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is lawfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to PODS along with the asserted grounds for disclosure.

No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that the disclosure of Confidential Information shall not be construed as evidencing any intent by PODS to enter into a business or any other relationship with Recipient. Confidential Information may pertain to prospective or unannounced products or services. Recipient agrees not to use any Confidential Information towards developing or have a third party develop products or services that are competitive with those offered by PODS.

Competitive Restrictions.

PODS is disclosing Confidential Information to Recipient in the interests of evaluating a business relationship between the parties and not to foster competition. Other than pursuant to a written agreement with PODS, Recipient agrees that for a period of 2 years from the End Date, it will not, directly or indirectly:

Have any direct or indirect interest (e.g., through a family member or affiliated person directly) as a direct or beneficial owner, or in any other capacity in any Competitive Business. A "Competitive Business" is any (1) storage business in which the business retrieves personal or commercial property to be stored, transports and either returns or delivers such property to the same or other locations via containers used to store the materials ("Mobile Storage"); or (2) moving business featuring the use of vehicles and related equipment by the Recipient or its customers to transport commercial or personal property where the property is placed in a container, transported to a storage facility, and left in the container until retrieved via transport of the container to the same or a new location. A Competitive Business does not include: (a) a storage facility where customers load their storage materials and pick them up from a fixed location unless mobile storage as defined above in subparts (1) and (2) of this paragraph, is also offered;

or (b) a moving business where the customer's property is loaded and remains on the same delivery vehicle for transport.

Engage in a Competitive Business, directly or indirectly, on behalf of itself or any other person or as an employee, proprietor, owner, partner, agent, contractor, employer, consultant, affiliate, or as a director, officer or associate or as a stockholder of any person.

Have any direct or indirect interest in any entity which is granted or is granting franchises or licenses to others to operate a Competitive Business other than a PODS® business operating under franchise agreements with PODS.

Recruit or hire any employee of PODS, its affiliates or its current or prospective franchise owners.

On behalf of itself or any other person, or in any capacity associated with any other person or entity, solicit, divert, take away, or interfere with any of the business, customers, referral sources, clients, or contractors of PODS, its affiliates or any of its franchise owners (or prospective franchise owners) as such may exist during the term of this Agreement or thereafter.

No Publicity.

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with PODS except with its professional advisors or others who Recipient agrees to provide a copy of this Agreement. Recipient shall be liable for any breach of this Agreement by its advisors.

Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Florida and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located in Hillsborough and Pinellas County, Florida for any dispute arising out of this Agreement. The parties agree that the breach of this Agreement will result in irreparable harm to PODS, and that no monetary award can fully compensate PODS if Recipient violates it. Recipient agrees that in the event of any breach or threatened breach by Recipient, PODS may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect PODS against any such breach or threatened breach. Such injunctive relief may be obtained by PODS without PODS posting any bond, but upon due notice, in addition to such other and further remedies or relief as may be available to PODS at equity or law. Any costs or expenses (including reasonable attorneys fees) incurred by PODS to enforce the terms of this Agreement against Recipient shall be reimbursed to PODS by Recipient upon demand.

Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

No Assignment.

Recipient may not assign this Agreement or any interest herein without PODS' express prior written consent.

Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms of this Agreement, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Extension of Time.

The time period during which the Recipient is to refrain from any of the activities listed in this Agreement will be automatically extended by any length of time during which it or any of its affiliates, successors or assigns is in breach of this Agreement. This Agreement will continue through the duration of the extended periods of time.

Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

Rights Cumulative.

No right or remedy available to any party is exclusive of any other remedy. Each and every remedy will be cumulative to any other remedy given under this Agreement, or otherwise legally existing upon the occurrence of a breach of this Agreement.

Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Accepted and Agreed to as of the _____ day of _____, 200____

By: _____

Recipient

PODS Enterprises, Inc.

By: _____

Its: _____